



**CITY COUNCIL
MEETING AGENDA**

**August 2, 2022
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

Topic: Workforce Planning – Administration and Legal Departments

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – July 19, 2022, City Council Meeting
- b. Payables – July 12, 2022 – July 25, 2022
- c. Prosecution Agreement with the City of Hayden
- d. Greensferry Glenn Subdivision Construction Improvement Agreement
- e. Wellsprings Annexation Initial Zoning Reasoned Decision
- f. Wellsprings Annexation Agreement, Right-of-Way, and Easement Dedications
- g. Wellsprings Subdivision Master Development Agreement

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. Barnum's Addition Zone Change File No. ZC-22-3

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

- a. Resolution – Fiscal 2022 Fee Update
- b. Resolution – Adopting Compassionate Separation Personnel Policy
- c. Ordinance – School District Zone Change File No. ZC-22-4
- d. Ordinance – Mailbox Parking
- e. Ordinance – Wellsprings Annexation File No. ANNX-0001-2022
- f. Cecil Rd Frontage Along Sports Complex – Recommendation to Award Contracts

4. NEW BUSINESS

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

ACTION ITEMS:

- a. Impact Fee Study

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 ITEM (To enter into executive session only):

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 Spokane Street or call 208-773-3511. City Council and City commission meetings are broadcast live on Post Falls City Cable on cable channel 1300 (formerly 97.103) as well as the City's YouTube Channel (<https://www.youtube.com/c/CityofPostFallsIdaho>).

Mayor Ronald G. Jacobson

Councilors: Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

Mission

The City of Post Falls mission is to provide leadership, support common community values, promote citizen involvement and provide services which ensure a superior quality of life.

Vision

Post Falls, Idaho is a vibrant city with a balance of community and economic vitality that is distinguished by its engaged citizens, diverse businesses, progressive leaders, responsible management of fiscal and environmental resources, superior service, and a full range of opportunities for education and healthy lifestyles.

"Where opportunities flow and community is a way of life"

Calendar of Meetings & Events

Aug 2	5:00 pm	<u>City Council Workshop – Workforce Planning – Administration and Finance</u>
Aug 2	6:00 pm	<u>City Council</u>
Aug 3	5:00 pm	River City Market & Music - Landings Park, Music by The Ryan Larson Band
Aug 9	5:30 pm	Planning & Zoning Commission
Aug 10	5:00 pm	River City Market & Music – Landings Park, Music by Justyn Priest Band
Aug 12	Sunset	Movie in the Park at Syringa Park
Aug 17	5:00 pm	Sing 2
		River City Market & Music – Landings Park, Music by Nu Jack City
Aug 16	5:00 pm	<u>City Council Workshop</u>
Aug 16	6:00 pm	<u>City Council</u>
Aug 18	8:00 am	Urban Renewal Agency
Aug 23	6:00 pm	Parks and Recreation Commission
Sept 6		First Day of School
Sept 6	6:00 pm	<u>City Council</u>
Sept 13	5:30 pm	Planning and Zoning Commission
Sept 20	5:00 pm	<u>City Council Workshop</u>
Sept 20	6:00 pm	<u>City Council</u>
Sept 22	8:00 am	Urban Renewal Agency
Sept 27	6:00 pm	Parks and Recreation Commission

Post Falls City Council Meeting

August 2nd, 2022

Council Agenda Memorandum

TO: Mayor Ron Jacobson
Council President Kerri Thoreson
Councilors Josh Walker, Joe Malloy,
Nathan Ziegler, Lynn Borders, Kenny Shove
Legal Counsel Warren Wilson

FROM: Shelly Enderud, City Administrator

CC: Department Heads

Workshop 5:00pm - Workforce Planning, Administration and Legal Departments

1. Consent Calendar

- c. Prosecution Agreement with the City of Hayden – City Attorney Warren Wilson requests approval of the updated agreement with the City of Hayden for prosecution services. More cases have been generated during the past year of the previous agreement than were anticipated. Therefore, Hayden has agreed to raise the compensation amount for the next year by 10% to \$55,000. This is the only change to the agreement. If approved, the Mayor shall sign the agreement.
- d. Greensferry Glenn Subdivision Construction Improvement Agreement – The Engineering Division requests approval of the abovementioned subdivision. The agreement sets forth the typical expectations and responsibilities of the City and the developer. If approved, the Mayor will sign the documents.
- e. Wellsprings Annexation Initial Zoning Reasoned Decision – Deputy City Attorney Field Herrington requests approval of the reasoned decision. The nine acre property with a zoning request of Medium Density Residential (R-2) and Limited Commercial (LC) is located on the southeast corner at the intersection of West Prairie Avenue and North Greensferry Road. The annexation and zoning were approved at the Council public hearing on May 17, 2022. If Council accepts the reasoned decision, the Mayor will sign the documents.
- f. Wellsprings Annexation Agreement, Right-of-Way, and Easement Dedications – The Planning Division requests approval of the Annexation Agreement and the Dedication of ROW and Easement for the Wellsprings Annexation. The annexation of approximately nine acres into the City with a zoning designation of Medium Density Residential (R-2) was approved at the May 17, 2022, Council public hearing. If approved, the Mayor will sign the provided documents.

- g. Wellsprings Subdivision Master Development Agreement - The Planning Division requests approval of the MDA for the abovementioned subdivision. The applicant has requested to subdivide approximately 9 acres into 24 lots. The request was approved at the April 12, 2022, Planning and Zoning Commission public hearing. If approved, the Mayor shall sign the agreement.

2. Public Hearings

- a. Barnum's Addition Zone Change File No. ZC-22-3 – Opportunity for public comment is given on the request of Dobler Engineering, on behalf of Robert Wilhelm, to rezone approximately .55 acres from Single Family Residential (R-1) to Medium Density (R-2) zoning. The property is located on the east side of Elm Road, just north of I-90. The surrounding land to the north and east are single family homes and to the west is a developing twin-home community in the R-2 zoning district. At their May 25, 2022, public hearing, the Planning and Zoning Commission made a recommendation of approval for the requested zone change. The PFSD and PFPD submitted comments as neutral to the request. One citizen submitted a written comment as in favor of the change. No additional comments were received. After comment and discussion, Council should either approve or deny the zone change as presented.

3. Unfinished Business

- a. Resolution: Fiscal 2022 Fee Update – This resolution formalizes the addition of Kootenai Fire District and Kootenai Emergency Medical Services Impact Fees to the City's fee schedule approved at the June 7th and June 21st, 2022, Council meetings. Council may adopt the resolution or take no action.
- b. Resolution: Adopting Compassionate Separation Personnel Policy – This resolution formalizes the changes to the personnel policy to include the Compassionate Separation Benefit approved at the July 19, 2022, Council meeting. Council may adopt the resolution or take no action.
- c. Ordinance: School District Zone Change File No. ZC-22-4 – This ordinance formalizes the zone change approved at the Council public hearing on June 21, 2022. Council may adopt the ordinance or take no action.
- d. Ordinance: Mailbox Parking – This ordinance formalizes a prohibition to parking in a manner that interferes with the mail. Due to the nature of this code amendment, if Council has no changes to the proposed language, they may adopt the ordinance as written or direct staff to make changes or take no action.
- e. Ordinance: Wellsprings Annexation File No. ANNX-0001-2022 – This ordinance formalizes the annexation approved at the May 17, 2022, Council public hearing. Council may adopt the ordinance or take no action.
- f. Cecil Road Frontage Along Sports Complex: Recommendation to Award Contracts – Parks Planner Robbie Quinn requests approval of the recommendation to award the contract for the Cecil Road Frontage Along the Sports Complex to Selland Construction,

Inc. Selland submitted the apparent low bid of \$640,000. Staff believes the bid to be responsive and recommends the award as such. The scope of the project will include street improvements, erosion and sediment control, grading, curb and gutter, asphalt, street signs, streetlights, underground utilities, storm drainage, landscape, and irrigation. Staff is also requesting Council approval of a contract with MT-LA for construction administration and observation of the project for \$66,452. Total fiscal impact will be \$738,452 which includes a 5% contingency of the Selland contract and the MT-LA contract, to be paid from Park Impact Fees. If approved, the Mayor will sign the contracts.

4. New Business

- a. Impact Fee Study – Administration requests approval to begin updating the City's impact fees. A minor update to reflect the newly updated costs for projects currently in the impact fee report would be the first step. Staff recommends Council approve a contract with TischlerBise to accomplish this task. The second task would be to move forward with a complete update of the impact fees. Staff will draft a RFQ to find a firm to help with this task. The fees for the studies will be paid out of the impact fee accounts. The TischlerBise contract has a fiscal impact of \$15,420. If approved, the Mayor will sign the contract.

8. Executive Session

No executive session is needed at the time of the writing of this memorandum; however, Council may reserve the right to conduct a session should it see the necessity.



**CITY COUNCIL
MEETING MINUTES**

**July 19, 2022
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

ROLL CALL OF CITY COUNCIL MEMBERS

Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders - **Present**
Kenny Shove – **Excused**

Topic: Workforce Planning: Public Works and Community Development

John Beacham, Public Works Director: Mr. Beacham described the current services and staffing in the Public Works Department. He also presented on the anticipated requests for additional staffing and optimal levels of service in the coming years.

Bob Seale, Community Development Director: Mr. Seale described the current services and staffing in the Community Development Department. He also presented on the anticipated requests for additional staffing and optimal levels of service in the coming years.

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders - **Present**
Kenny Shove - **Excused**

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

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 – July 5, 2022 City Council Meeting
- b. Payables – June 28, 2022 – July 11, 2022
- c. May Cash and Investments
- d. Gabourie Consent to Annex File No ANNEX-22-9
- e. Mongeau Meadows Annexation Reasoned Decision File No. ANNEX-0003-2022
- f. Rights of Way and Easements – Cecil Road Extension
- g. School District Zone Change Reasoned Decision File No. ZC-22-4
- h. Stockwell Court Subdivision Construction Improvement Agreement
- i. Surplus of 2014 36" Grandstand Mower
- j. Surplus of 2014 Zero Turn Mower

Mayor: Question regarding the donation of the Mowers to the City of Coeur d'Alene and Kootenai County, if they don't work for us, why are they working for them?

Dave Fair: We run our mowers until they cost more to maintain than to operate. In this case, Coeur d'Alene and the County requested these mowers as they needed them for some common rough cut areas where older mowers that may break down can be used.

Motion by Borders to accept the Consent Calendar as presented.

Second by Malloy.

Vote: Borders-Aye, Ziegler-Aye, Malloy-Aye, Walker-Aye, Thoreson-Aye

Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Douglass Annexation File No. ANNEX-0002-2022

Public Hearing opened at 6:03 PM.

Staff Report

Ethan Porter, Associate Planner: The requested action is to approve the annexation with the zoning of CCS of approximately 9.63 acres into the City of Post Falls. The property is on the northwest corner of Early Dawn Avenue and Zorros Road. The surrounding zoning is commercial and

residential zoning. The requested zoning aligns with the future land use map. The property is in the 41 North focus area from the Comprehensive Plan, which has provisions for multi-family, commercial, and tech uses near higher classified roadways. This is a county pocket and would be an infill development. Applicable affected agencies were notified of the request. KCFR will comment during the review and permitting process. PFHD had no comment. PFSD has capacity based on their analysis.

Malloy: Where Early Dawn intersects with Highway 41, is that intended to be a right in/out only or is there going to be a light?

Bill Melvin, City Engineer: Yes, the Early Dawn intersection will include the three quarter turn movement. Hope to the north and Poleline to the South are both signalized intersections. Fennecus, immediately adjacent to this property, will join both Hope and Poleline Avenues, and this project will help achieve that.

Applicant

Ray Kimball, Whipple Consulting Engineers, Inc, Representing Douglass Properties: The property is near Highway 41, completely surrounded by City, making this an infill annexation. The existing zoning map shows this property filling in with the same zoning as around it. We think CCS zoning gives us flexibility and fills the map in nicely. If this property annexes in, it will complete the development improvements along the frontage road, about a quarter mile of improvements that are collector roads. The City Master Transportation Plan is well thought out in the Highway 41 corridor, so it can move traffic in and out of that area. There's a grocery store, some office suites, and apartments going into the existing CCS property to the south, which shows how this property could tie into the neighborhood. We are within a quarter mile of two major collectors. Housing stock is low now, especially for lower income areas. Apartment living is much less of a barrier for folks with the property prices now. Right now, we have a crunch with our workforce finding housing. This property would provide a high tax value per square foot for the city.

Testimony

Neutral

Samantha Steigleder (Post Falls) As far as the annexation goes, I'm neutral, it makes sense. I would advocate for utilizing a CCM zone in this area where we could ask the developer specifically what the plans for the development were going to be before we give them a zone where they can build what they wish when they wish without coming back to the representatives of the people. Policies four and twenty talk about mixed uses. I would challenge the developer to do something different than high density housing. It was mentioned that it is a high traffic area with a lot of development wanting to go in there, so maybe some commercial with some type of residential on top.

In Opposition

Bob Flowers (Post Falls) Mr. Kimball did not say that he is a Commissioner on the Planning and Zoning Commission

Mayor: He can still represent, we all know, it is not a conflict.

Flowers: Mr. Kimball talked about a lot of surrounding land, and what he kept saying is, 'If it looks right, we will put apartments there.' This particular developer has apartments everywhere. Why won't they just be honest and say they want R-3, they want apartments in there? Look at what's already approved and along Highway 41 now.

Mayor: For the record, Mr. Kimball did not participate as a Planning and Zoning Commissioner when this came before Planning and Zoning. He does have the ability and the right to represent the industry that he is in and there is no conflict.

Howard Burns (Post Falls) To not mention that you are a Planning Commissioner when you are listing off what you do is hypocrisy. The pictures in the staff report were less concise than the pictures Mr. Kimball brought up. He showed a shopping center and existing apartments. Why do we ignore the in-permitting project? The Post Falls Press had an article that talked about the annexation today, and it ignored the fact that this property under CCS can be apartments. Until the FoxTail issue of phase 3 is completed, this property should not be annexed. If you do, condition it to be R-2.

Rebuttal

Burns (from the audience – not at the podium): He's the applicant, he can't come up and rebut. Is the hearing done?

Mayor: There's no more in opposition. I will run the meeting; it is time for rebuttal.

Burns: You didn't announce that, that the opposition is done.

Mayor: I never do, I call the people who are signed up to speak. Mr. Kimball.

Kimball: I'm a little fired up too.

Burns: (inaudible from the audience)

Mayor: Please no comments, we've given you the opportunity to speak, now please extend the same courtesy.

Kimball: I think I was appointed to the Planning Commission in 2014. I volunteer my time and my expertise to the City that I care about. I've lived my entire life here. I've seen a lot of changes. My second job I was moving irrigation pipes out in the fields, and now I live in a house that sits on a field that I used to move irrigation pipes on. I've seen a lot of changes and been responsible for a lot of changes. I care very deeply about how our community changes. My job first and foremost is that I'm a civil engineer and I do land development stuff. CCS is the appropriate zoning for this property. Was I hiding anything about possibly coming back for a special use permit? Absolutely not. Mr. Douglass understand the market and understands that if you spend all this money with apartments and you can't fill them, that's a problem. Why CCS? Because it allows a lot of flexibility. Timing – Highway 41 is getting completed and we are years away from starting this project. If the market conditions are not right, he's going to switch gears and do something that's profitable.

Thoreson: With the housing to the east of this, that's already built. The height of buildings that would be right up on that – it happened to some other places in the City.

Kimball: One thing to mention on this is we had a 300 foot notice radius on this, so there's probably 20-30 homes that were noticed for this annexation and I see one person out here that probably lives within that. Zorros Road is the right-of-way which is over 70 foot wide plus a planting buffer, plus it is on the back yards, then there's a 20 foot set back from Zorros to the first building. Typically, the parking is on the outside then the buildings on the inside centered around the amenities.

Wilson: (regarding Bob Seale, Community Development Director wishing to speak) If there's something that's not in rebuttal you would need to open the record for the people who previously spoke to rebut what Bob has to say.

Mayor: If we close the hearing and then if Council has questions of staff, they can ask them at that point?

Wilson: You can ask questions of staff, but you can't speak to adding new evidence at this point.

Public Hearing Closed at 6:46 pm.

Deliberation

1. Amendments to the zoning map should be in accordance with the Future Land Use Map. Borders: It is zoned business commercial, and CCS does fit into the commercial zone so I would say it meets that criteria.

Malloy: I would concur.

2. Amendments to the zoning map should be consistent with the goals and policies found in the Comprehensive Plan.

Borders: Goal 7 policy 9 talks about infill, and certainly this is an infill project.

Ziegler: It's an island, for sure.

Malloy: If you want to go to 41 North, the goals and policies, it pretty much checks every single one.

3. Zoning is assigned following consideration of such items as street classifications, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Borders: It meets that criteria. We are talking about a major collector on Highway 41, minor collectors on Early Dawn and Hope. Backage road going in, which is something that's been planned for.

Malloy: I'm going to say the same thing I've been saying for the past three or four years along Highway 41 in terms of traffic patterns. Highway 41 is yet to be complete; we don't know how efficient it's going to be with the development that's already there. Disfunction Junction at I-90, Seltice Way, and Highway 41 hasn't started construction yet. Everyone that lives in a house or uses a business that wants to go to I90 is going to have to go through that. I believe it's a two year project. We don't know how that's going to function. We still have a whole lot of development that has yet to be build out. I've been advocating for a long time to let Highway 41 get built out, let everything that has been approved get built out and see where we are with safety and traffic patterns. Yes, CCS is an appropriate zone, it's a county pocket, it provides connectivity for the backage roads, pedestrians. I still think we need to wait before we annex anything more.

Thoreson: In 2020 a lot of the things that made this not approved then are still applicable today. It's a timing issue similar to what it was in 2020 because of zoning.

Walker: I agree, the traffic impact that it will have, Disfunction Junction similar to Hughes on Prairie.

Ziegler: I'm in agreement with all that. My biggest issue is that it's R-3 in disguise.

Wilson: Reminder, the request tonight is for CCS. Multi-family is not allowed by right in the CCS zone. It's not fair to assume that they are going to apply for a special use permit and have it granted. The request is for CCS so the criteria is, does it fit against your adopted criteria.

Malloy: Retail business creates more trips per day than even multi-family does.

Mayor: Which goes back to your question on timing. Are we all right with that?

Wilson: We are a little out of order. We've gone from consideration of zoning criteria into whether or not the annexation makes sense. On the annexation front, that's fine.

4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

Borders: We've discussed that thoroughly.

5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

Council: Not applicable

6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

Council: Not applicable

Mayor: We've gone through the criteria, now time for Council deliberation. Do we need to talk annexation first?

Wilson: You've talked through the criteria, so the question is first off is does the timing of the annexation make sense? If so, we need to make a motion to direct staff to prepare a reasoned decision to bring back one way or the other.

Malloy: I still need clarity on that because you can't have an annexation without a zone.

Wilson: We hear them together because when you annex something you have to assign it a zone, but they are different types of hearings. The annexation is a legislative hearing, and the zone is a quasi-judicial hearing. It's so much easier to hear them at the same time, but it's not clean and it's not easy. For an annexation decision, because it's a legislative decision, you can make that decision on almost any basis. It can't be illicit reasons, but essentially any reason you can decide if it's the right time to increase the city boundaries. Once you get into the quasi-judicial discussion on what should be the zone then you are looking at how does it fit compared to your adopted criteria. That's why we do it in this order.

Thoreson: I don't have an issue with the annexation, it's a pocket. It's the requested zoning that's more of a deal breaker for me. It doesn't do them any good to have property annexed without going to the next step.

Wilson: That was the point of just going through the exercise you just went through, was to try to rationalize how does this match or not match what you've said in your comprehensive plan and what you've said in your standards that you are going to apply when you make these decisions. If you find that the annexation makes sense, but you don't like the zone, then you need to make a reasoned decision that explains how it fails to meet one of the adopted criteria.

Malloy: Part of the goals in the Comprehensive Plan are to maintain small town feel and enhance quality of life and I don't think any area of the city has been more impacted by growth in the last five years than the Highway 41 corridor. An annexation at this time would fail to meet those criteria until existing projects are complete, and we can more fully understand the impact on the small town feel, quality of life in Post Falls.

Motion by Malloy to deny the Douglass Annexation File No. ANNX-0002-2022

Second by Thoreson

Vote: Borders-Aye, Ziegler-Aye, Malloy-Aye, Walker-Aye, Thoreson-Aye

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Ordinance – Wastewater Update 13.20

Motion by Thoreson to place the Ordinance Wastewater Update 13.20 on its first and only reading by title only while under suspension of the rules.

Second by Malloy.

Vote: Ziegler-Aye, Walker-Aye, Thoreson-Aye, Malloy-Aye, Borders-Aye

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING TITLE 13, CHAPTER 20 OF THE POST FALLS CITY CODE; ADOPTING A NEW TITLE 13, CHAPTER 20; ESTABLISHING WASTEWATER PRETREATMENT STANDARDS AND PROVIDING FOR ADMINISTRATION, DEFINITIONS AND ABBREVIATIONS; ESTABLISHING PROHIBITED DISCHARGE STANDARDS AND COMPLIANCE AND DISCHARGE PERMIT REQUIREMENTS; AUTHORIZING TRANSFER AND REVOCATION OF DISCHARGE PERMITS; ESTABLISHING REPORTING AND COMPLIANCE MONITORING REQUIREMENTS; PROVIDING ENFORCEMENT PROCEDURES, INCLUDING A CIVIL ASSESSMENT OF ONE THOUSAND DOLLARS; PROVIDING THAT A VIOLATION IS AS A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED ONE THOUSAND DOLLAR, SIX MONTHS IN JAIL, OR BOTH; PROVIDING AN APPEAL PROCESS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

Motion by Thoreson to approve the Ordinance Wastewater Update 13.20 and to direct the Clerk to assign the appropriate number and that it be published by summary only.

Second by Malloy.

Vote: Thoreson-Aye, Walker-Aye, Malloy-Aye, Ziegler-Aye, Borders-Aye

Motion Carried

b. Crown Pointe Park Regrading – Recommendation to Award Contract

Bryan Myers Parks Manager: This is a follow up on our bid request that we published three weeks ago. The scope of work is mass grading, final grading, modification of existing irrigation system, erosion, sediment, and dust control, and sodding of disturbed turf areas. There were two bid responses from LaRiviere and Selland Construction. Selland Construction was the low responsive bidder in response to the bid request. Staff requests Council execute the bid award along with Alternate A and a 7% contingency. Overall project costs are \$312,440.

Mayor: Where will the funds come from?

Myers: General Fund. They were dedicated and approved in the existing budget.

Motion by Thoreson to approve Crown Pointe Park Regrading Recommendation to Award
Second by Malloy.

Vote: Malloy-Aye, Borders-Aye, Thoreson-Aye, Walker-Aye, Ziegler-Aye

Motion Carried

4. NEW BUSINESS

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

ACTION ITEMS:

a. FY 2021 Annual Comprehensive Financial Report

Jason Faulkner, Finance Director: The Fiscal Year 2021 financial statements are done and audited. The auditor's report gave an unmodified opinion, which means they are satisfied with the way the financial statements were presented. The areas of audit this year were the payroll entirety and utility

billing, accruals, fixed assets, grants, accounts receivable, and accounts payable. The annual report is 141 pages compiled from departments across the city. When it is done, it is submitted to GFOA. The information from this report is given to Media to condense and make it more user friendly into the PAFR. Both reports are on the city's website.

Motion by Borders to accept the FY 2021 Annual Comprehensive Financial Report.

Second by Malloy.

Vote: Walker-Aye, Ziegler-Aye, Malloy-Aye, Thoreson-Aye, Borders-Aye

Motion Carried.

b. Personnel Policy Update - Compassionate Separation Benefit

Teresa Benner, Human Resources Director: There have been a few occasions in which we had employees diagnosed with terminal medical conditions who have become increasingly more ill, yet they continue to the best of their abilities to come to work every day. One of the reasons for that is they are afraid of losing their health insurance. This is an area that can be devastating for employees and their family members when they are in the middle of a medical crisis anyway. We recently had a thirty year veteran employee in this situation which prompted the need to bring this Compassionate Separation Benefit to Council tonight. This policy would allow us to provide employees that are in this situation receive some funds into their Health Reimbursement Accounts. It would be a one-time contribution with their resignation and support from a medical doctor that they have a condition that is terminal.

Mayor: Who makes the decision?

Benner: At the administrative level with Shelly and our attorney and myself.

Borders: It's a great policy.

Mayor: I would agree. I've seen that where employees are just hanging on to get the coverage and they oftentimes become non-productive and yet you want to reward loyalty. I think its proper and appropriate that we offer some type of provisions.

Thoreson: And humane.

Malloy: There's a lot of problems with the medical system in the United States. This is a band aid on those problems, but I think it's the right one. As someone who is married to a two time cancer survivor, trying to maintain insurance when you're battling something like cancer is really tough.

Benner: We will bring back a resolution.

Wilson: Yes, the motion would be to approve this and direct staff to bring back a resolution at the next meeting to put in the policy.

Motion by Malloy to approve the Compassionate Separation Benefit and direct staff to bring a resolution formalizing the policy to Council in the future

Second by Borders

Vote: Thoreson-Aye, Borders-Aye, Malloy-Aye, Ziegler-Aye, Walker-Aye

Motion Carried

5. CITIZEN ISSUES

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

upcoming Council meeting. As such, the City Council can't take action on items raised during citizens issues at the same meeting but may request additional information or that the item be placed on a future agenda.

None

6. ADMINISTRATIVE / STAFF REPORTS

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

a. Water Reclamation Tertiary Project Update

Andrew Arbini, Public Works Project Division Manager: Our goal was to give an update to Council on this project about every six months. The project elements are installing a new tertiary treatment system, replacing aged UV disinfection system, and upgrading the existing secondary treatment system. The total contract award with contingency is \$38,477,250. Some of the larger change orders for this update are modification of the utility water tie-in and conflict with existing utilities; revising instrumentation, ethernet switches, and electrical service to heated enclosure; and deleting Wonderware program software from the project scope (which was a savings to the project, not an additional cost). The contract began in September of 2020, the IDEQ deadline is November 30, 2022, the contractual substantial completion date is October 24, 2022. There will be some schedule adjustments coming.

Malloy: Is DEQ aware of that?

Arbini: They are now. Staff and DEQ are working on adjustments to the schedule. Supply chain and materials availability are anticipated project impacts. The construction management contract total is \$4,573,250, with a management reserve of \$164,910. A significant amendment will be necessary to adjust for the extended project timeline. The next project update will be late 2022 or early 2023.

Mayor: You are spending a lot of money and it looks like you are running good leadership over it. I appreciate the updates and appreciate the work you guys are doing to keep this project moving forward.

Shelly Enderud, City Administrator: I would like to thank John, Andrew, Craig, Alyssa, Field, and Warren because it is the most significantly complicated project we've done here at the city, and the staff has handled it very well at a time that has been more complicated than we ever could have anticipated. We choose to move forward with this project not knowing what was going to happen with the pandemic. In the end, I think it was the best decision because the folks that did hold off are finding worse issues with their projects, and I'm very proud of staff and how they handled it.

Mayor: I agree. Then you add the regulatory requirements that you have to meet. Again, I think the timing was right. We may be a little bit late, past that November timeframe, but we'll be done. I appreciate your help and echo your comments that I appreciate everyone that was involved.

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.

Thoreson: I love people that are really excited about what they do even if I don't understand what it is that you do.

Mayor: Are you talking about Jason and the Finance or...?

Thoreson: That too! Jason loves his numbers. It is a pleasure to see people that are not only good at what they do, and I include you in that Jason, but really are still enthusiastic and excited about it. So, thank you.

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 ITEM (To enter into executive session only):

ADJOURNMENT 7:35 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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

Mayor Ronald G. Jacobson

Councilors: Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

Mission

The City of Post Falls mission is to provide leadership, support common community values, promote citizen involvement and provide services which ensure a superior quality of life.

Vision

Post Falls, Idaho is a vibrant city with a balance of community and economic vitality that is distinguished by its engaged citizens, diverse businesses, progressive leaders, responsible management of fiscal and environmental resources, superior service, and a full range of opportunities for education and healthy lifestyles.

“Where opportunities flow and community is a way of life”

Post Falls Check Approval



City of Post Falls

Packet: APPKT09474 - Check Run 8.3.22
 Vendor Set: 01 - Vendor Set 01

Check Date: 08/03/2022

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Dept: 412 Information Systems					
A017	A-Tec, Inc.				
APMWB	Check	5769	City Hall camera upgrade	001-412.0000.66180	7,854.57
C140	CDW Government Inc.				
APMWB	Check	Z793909	Memory for Kirby PC	001-412.0000.63030	118.02
		BC29550	Refund on returned memory	001-412.0000.63030	-67.69
		BC20299	Additional license for Office 365 backup	001-412.0000.66014	2,484.00
D070	Dell Marketing LP				
APMWB	Check	10600159815	Annual Office 365 subscription	001-412.0000.66014	35,230.80
VEN14584	Sylint, LLC				
APMWB	Check	16594	Sentinel One workstation protection	001-412.0000.66014	11,000.00
Dept 412 Total:					56,619.70
Dept: 414 Finance					
C239	CMRS-FP				
APMWB	Check	7.5.22	Postage for Postage Machine	001-414.0000.63070	2,000.00
V040	ODP Business Solutions				
APMWB	Check	253590650001	Office Supplies-Finance	001-414.0000.63060	27.77
		253591212001		001-414.0000.63060	12.82
		253884079001	Credit on Paper that was sent to us glued together	001-414.0000.63060	-55.98
Dept 414 Total:					1,984.61
Dept: 415 City Clerk					
VEN03335	Francotyp-Postalia Inc				
APMWB	Check	RI105390260	Postage Machine	001-415.0000.66080	135.00
Dept 415 Total:					135.00
Dept: 418 Human Resources					
S224	SkillPath				
APMWB	Check	12453472	Accelerated Leadership Certificate Program Se	001-418.0000.64020	899.00
Dept 418 Total:					899.00
Dept: 421 Police					
N276	Access Information Protected				
APMWB	Check	9523332	Shredding service	001-421.0000.68010	87.00
A0001	Alsco				
APMWB	Check	LSP02530889	Shop uniforms	001-421.4000.72000	12.73
		LSP02535241		001-421.4000.72000	12.73
		LSP02539549	Shop uniform	001-421.4000.72000	12.73
		LSP02541678	Shop uniforms	001-421.4000.72000	12.73
VEN01301	Bratwear				
APMWB	Check	202206SU212	Patrol jumpsuit - Finan	001-421.4000.72000	450.00
C05100	Car Wash Plazas, Inc				
APMWB	Check	4861	Patrol car wash	001-421.0000.67170	100.00
C140	CDW Government Inc.				
APMWB	Check	BF84820	Adobe Acrobat Licenses	001-421.0000.66014	945.10
C220	Coleman Oil Co				
APMWB	Check	2207-026986	Generator fuel	001-421.0000.64030	520.93
		CL92941	Fuel - Patrol & Animal Safety	001-421.0000.64030	7,919.35
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	14837	Business cards - Cox, Finan, Casey	001-421.0000.63210	165.00
		14823	Councilman magnets - Parade prep	001-421.0000.63210	115.00
D070	Dell Marketing LP				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	10595784199	Dell Replacement computers for patrol cars	001-421.0000.80010	58,528.47
G020	Galls, An Aramark Company						
		APMWB	Check	021546697	Bike Patrol Officer Fritz	001-421.4000.72000	73.96
				021488111	Patrol uniform shirt	001-421.4000.72000	87.64
VEN09941	Jacque Panza						
		APMWB	Check	071322	Chaplain stipend - Two weeks in June	001-421.0000.62370	50.00
VEN07726	Jon Dekeles						
		APMWB	Check	071322	Chaplain stipend - Two weeks in June	001-421.0000.62370	50.00
K080	Knudtsen Chevrolet and GMAC						
		APMWB	Check	6230322	Vehicle inspection PFPD111	001-421.0000.67170	130.00
				5508023	Gasket Kit, Sensor - PFPD93	001-421.0000.67170	130.89
L0195	Language Line Services						
		APMWB	Check	10572145	Interpreter services	001-421.0000.65030	90.00
L070	LexisNexis Matthew Bender						
		APMWB	Check	32031483	Idaho Code Book updates	001-421.0000.63210	558.99
				32087241	Idaho Code Court Rules books	001-421.0000.63210	79.60
L140	Lynn Peavey Company						
		APMWB	Check	391613	Evidence gun boxes	001-421.0000.63920	126.37
N001	Napa Auto Parts						
		APMWB	Check	3688-171151	ABS Harness - PFPD110	001-421.0000.67100	100.58
				3688-173689	Battery - PFPD112	001-421.0000.67100	118.73
				3688-171304	Battery - PFPD105	001-421.0000.67100	131.75
				3688-170879	Condenser drier - PFPD87	001-421.0000.67100	167.91
				3688-172254	Brake pad & rotors - PFPD100	001-421.0000.67100	195.78
				3688-171459	Brake Pad & Rotors - PFPD119	001-421.0000.67100	237.14
				3688-171211	AAA & AA Batteries - Shop stock	001-421.0000.67100	26.49
				3688-173893	Windshield wash - Shop stock	001-421.0000.67100	43.92
				3688-171201	Rainx - Shop stock	001-421.0000.67100	31.04
				3688-169770	EGR GSK and valve - PFPD90	001-421.0000.67100	56.31
				3688-169552	Air filter - PFPD90	001-421.0000.67100	9.44
				3688-173213	Spark plug & oil filter - PD Golf cart/Parade pre	001-421.0000.67100	6.88
				CM0004406	Credit for core deposit and warranty	001-421.0000.67100	-111.45
				3688-171492	New compressor - PFPD119	001-421.0000.67100	332.62
				3688-171071	New water pump - PFPD97	001-421.0000.67100	59.85
V040	ODP Business Solutions						
		APMWB	Check	255567231001	Office Supplies-Police	001-421.0000.63060	335.88
VEN04390	Personnel Evaluation, Inc.						
		APMWB	Check	44728	Applicant testing	001-421.0000.64020	20.00
VEN07582	Petty Cash- Laura Claffey						
		APMWB	Check	07.13.22	Petty cash reimbursement to Laura Claffey for	001-421.0000.64010	45.97
R1541	Ricoh USA Inc.						
		APMWB	Check	5065006776	PFPD Copier # 6566	001-421.0000.66050	166.26
				5065006492	PFPD Copier #6567	001-421.0000.66050	81.41
S0760	Seltice Laundry						
		APMWB	Check	2099	Car Wash Usage VOPS car	001-421.0000.67170	30.15
VEN12205	SpectraSite Communications, LLC						
		APMWB	Check	3971586	Herborn Tower Rental	001-421.0000.62040	631.13
VEN14564	Threads						
		APMWB	Check	5	Uniform alterations - Casey/ Finan	001-421.4000.72000	79.00
T118	TPI Embroidery						
		APMWB	Check	18247	Jacket embroidery - Patrol	001-421.4000.72000	133.76
Dept 421 Total:							73,189.77
Dept: 423 Oasis							
VEN02102	Stevens, Randi M.						
		APMWB	Check	706	VSU Support group	001-423.1153.68400	878.00
Dept 423 Total:							878.00
Dept: 427 Animal Control							
C220	Coleman Oil Co						
		APMWB	Check	CL92941	Fuel - Patrol & Animal Safety	001-427.0000.64030	239.48

Packet: APPKT09474 - Check Run 8.3.22
 Vendor Set: 01 - Vendor Set 01

Check Date: 08/03/2022

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 431 Streets							
A365	American On-Site Services						
APMWB	Check			466018	Porta Potty on trailer Clean out	001-431.0000.68130	60.00
VEN05261	CDA PAVING						
APMWB	Check			52766	Ecology blocks for salt storage building	001-431.0000.93010	990.00
I070	Idaho Asphalt Supply, Inc.						
APMWB	Check			4-508156	Tach Oil for Asphalt	001-431.0000.68130	644.00
VEN01373	Intermountain Sign & Safety						
APMWB	Check			15547	Aluminum Blanks for Sign Shop	001-431.0000.63260	286.00
I340	Interstate Concrete & Asphalt						
APMWB	Check			774704	Asphalt for Stagecoach prep	001-431.0000.68130	289.08
				774258	Asphalt for Prep work on Stagecoach	001-431.0000.68130	1,330.56
P1001	Pape Machinery						
APMWB	Check			70444901	Rental of Box Scrapper for Streets	001-431.0000.67070	3,500.00
R1691	River City Paint & Decorating						
APMWB	Check			50633	TriTech Trilube Oil for Paint Gun	001-431.0000.63000	25.42
R251	Serights Ace Hardware						
APMWB	Check			332746/1	Fly Paper and propane for streets	001-431.0000.63000	63.88
				333008/1	PVC Pressure Pipe for repair broken pipe Salt	001-431.0000.93010	20.69
				332983/1	ABS Coupler and PVC Pressure pipe for repair	001-431.0000.93010	45.82
Dept 431 Total:							7,255.45
Dept: 433 Facility Maintenance							
R251	Serights Ace Hardware						
APMWB	Check			332646/1	Floor scraper and supplies	001-433.0000.63150	68.35
W0226	Walter E Nelson Co						
APMWB	Check			473498	Paper supplies CH and PD	001-433.0000.63140	414.86
				473957	Cleaning supplies CH and PD	001-433.0000.63150	509.87
				475055	Floor refurbishing supplies for Water building	001-433.0000.63150	78.90
Dept 433 Total:							1,071.98
Dept: 434 Fleet Maintenance							
A1395	Advanced Compressor & Hose Inc						
APMWB	Check			88316	Tsunami Lubricator for S234	001-434.0000.63011	102.00
A0001	Alsco						
APMWB	Check			LSPO2537377	Uniforms and Rugs for Fleet	001-434.0000.63160	172.81
				LSPO2539555		001-434.0000.63160	112.15
A497	Arrow Construction Supply, Inc						
APMWB	Check			341867	Sealant for shop floor in Fleet	001-434.1312.95520	432.19
C130	Coeur d'Alene Tractor						
APMWB	Check			CDA-1063632	Stainless steel scraper for fleet	001-434.0000.67090	9.61
F145	Freightliner Northwest- Spokane						
APMWB	Check			PC001508353A	Credit Memo for Duplicate Payment Error	001-434.0000.63007	-132.33
				CM0004333	Air Compressor for S208	001-434.0000.63011	-1,264.99
				PC303091719 01	High Current Relay for S219	001-434.0000.63011	146.68
				PC001530520A	Credit Memo for Duplicatte Payment Error	001-434.0000.63011	-52.24
				PC001521798 01	Seal and Drain Tubing for S211	001-434.0000.63011	-67.05
				PC001529840A	Credit Memo for Duplicate Payment Error	001-434.0000.63011	-73.64
				PC001536986-01	Pump GP WTR- Return	001-434.0000.63011	-167.55
				PC001513808A	Credit Memo for Duplicate Payment Error	001-434.0000.67090	-31.45
				SR001111599-01	S215 exhaust filters and repairs	001-434.0000.67170	7,708.90
VEN08917	Motion Auto Supply						
APMWB	Check			11-269891	Hi-Power V Belt for Parks Mower	001-434.0000.63012	18.12
N001	Napa Auto Parts						
APMWB	Check			3688-171512	V Belt for Parks Mower	001-434.0000.63012	15.82
				3688-170095	Belt for Parks	001-434.0000.63012	9.02
				3688-166799	5W30 schaffers motor oil	001-434.0000.63012	1,864.82
VEN05363	North 40 Outfitters						
APMWB	Check			039572/E	Fuel Tank and Fuel Line for S234	001-434.0000.63011	134.98

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>P180</u>	Perfection Tire				
APMWB	Check	1042680	Brake fluid flush and fill for S213	001-434.0000.67170	187.99
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	332829/1	Sealant Roller and Xylene Solvent for Floor in I001-434.1312.95520		21.58
<u>VEN08163</u>	Superior Towing & Recovery LLC				
APMWB	Check	40879	Towing for P110 from Sportmans Park to Perfe001-434.0000.67170		145.00
Dept 434 Total:					9,292.42
Dept: 442 Cemetery					
<u>C2961</u>	Cold Spring Granite Company				
APMWB	Check	RI 1904882	Spreen Plaque	001-442.0000.63760	263.00
<u>VEN14593</u>	Harvey Self				
APMWB	Check	52822	Selling 2 lots back to Cemetery. Split code betw001-442.1670.33307		400.00
Dept 442 Total:					663.00
Dept: 445 Recreation					
<u>L109</u>	Lowe's Credit Services				
APMWB	Check	29628151 06.07.22	Camp supplies	001-445.0000.63080	121.00
<u>VEN10617</u>	Paint CdA, LLC				
APMWB	Check	Art in the Park 1	Contract payment Art in the Park -	001-445.0000.62040	318.50
<u>P2420</u>	Post Falls Chamber				
APMWB	Check	66427	RCLA Tuition	001-445.0000.64020	850.00
<u>VEN01197</u>	Post Falls High School				
APMWB	Check	7.14.22	Contracted services from High School Basketb001-445.0000.62040		3,325.54
<u>S050</u>	Saturday Night Inc.				
APMWB	Check	102318	Camp Shirts	001-445.0000.63080	599.39
		102315		001-445.0000.63430	3,241.32
		102316	Camp merch/shirts	001-445.0000.63430	930.96
		102392	Camp merch/shirts	001-445.0000.63430	565.90
Dept 445 Total:					9,952.61
Dept: 451 Planning & Zoning					
<u>C291</u>	Coeur d' Alene Press				
APMWB	Check	0000545737	P&Z Annexation publication	001-451.0000.62000	229.44
		0000545790	P&Z Zone Change Publication- Froehlich Zone001-451.0000.62000		230.17
		0000545768	P&Z Annexation Publication	001-451.0000.62000	369.57
<u>V040</u>	ODP Business Solutions				
APMWB	Check	253591212001 (sepa	Office Supplies- Community Development	001-451.0000.63060	13.19
Dept 451 Total:					842.37
Dept: 453 Engineering					
<u>J105</u>	J-U-B Engineers, Inc.				
APMWB	Check	0154139	Professional Services	001-453.0000.62040	4,941.30
<u>A6000</u>	Rehn & Associates, Inc.				
APMWB	Check	IN0000163511	COBRA Notice - Marshall	001-453.0000.64020	25.00
Dept 453 Total:					4,966.30
Dept: 481 Capital Improvements/Contracts					
<u>VEN04619</u>	Advanced Hot Wash				
APMWB	Check	1661	Exterior window washing	001-481.0000.68395	1,400.00
<u>A017</u>	A-Tec, Inc.				
APMWB	Check	5758	Software update Tullamore Park	001-481.0000.68395	197.29
		5732	Interview room camera repair	001-481.0000.68395	223.50
		5759	Software update for patrol car cameras	001-481.0000.68395	665.85
Dept 481 Total:					2,486.64
Fund 001 Total:					170,476.33
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
<u>VEN04994</u>	Gallagher Benefit Services Inc.				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>R1249</u>	APMWB Check	<u>260131</u>	Insurance consulting - July	003-482.4000.73000	2,500.00
<u>Y0180</u>	Uprise Health				
<u>Y0180</u>	APMWB Check	<u>271069</u>	Counseling Services/EAP Program	003-482.4000.73000	1,591.98
<u>Y0180</u>	Yoga By Cindy				
<u>Y0180</u>	APMWB Check	<u>00055</u>	Wellness Classes	003-482.4000.73000	500.00
Dept 482 Total:					4,591.98
Fund 003 Total:					4,591.98
Fund: 007 - DRUG SEIZURE PROGRAM					
Dept: 425 Drug Seizure Program					
<u>B1480</u>	Blue Sky Broadcasting Inc.				
<u>B1480</u>	APMWB Check	<u>MC-1220639804</u>	2022 K9 Golf Tournament radio spots	007-425.1525.34242	190.00
Dept 425 Total:					190.00
Fund 007 Total:					190.00
Fund: 023 - SPECIAL EVENTS					
Dept: 446 Special Events					
<u>N080</u>	Nickels Worth				
<u>N080</u>	APMWB Check	<u>6460 6.30.22</u>	Post Fall Festival Advertising	023-446.1601.62001	856.09
Dept 446 Total:					856.09
Fund 023 Total:					856.09
Fund: 029 - CEMETERY CAPITAL IMPROVEMENT					
Dept: 442 Cemetery					
<u>VEN14593</u>	Harvey Self				
<u>VEN14593</u>	APMWB Check	<u>52822</u>	Selling 2 lots back to Cemetery. Split code betv029-442.1670.39315	029-442.1670.39315	400.00
Dept 442 Total:					400.00
Fund 029 Total:					400.00
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
<u>J105</u>	J-U-B Engineers, Inc.				
<u>J105</u>	APMWB Check	<u>0154121</u>	Spokane/Prairie Project	037-431.0000.95134	6,644.49
<u>J105</u>	APMWB Check	<u>0154111</u>	Poleline/Cecil Roundabout Project	037-431.0000.95137	35,115.38
				037-431.0000.95138	603.40
Dept 431 Total:					42,363.27
Fund 037 Total:					42,363.27
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
<u>VEN14069</u>	Michael Terrell- Landscape Architecture, PLLC				
<u>VEN14069</u>	APMWB Check	<u>4938</u>	Tullamore Sports Complex Phase 1 Design - J038-443.0000.94165	038-443.0000.94165	51,876.49
<u>VEN14069</u>	APMWB Check	<u>4898</u>	Tullamore Sports Complex Design Invoice - Ju038-443.0000.94165	038-443.0000.94165	84,333.39
Dept 443 Total:					136,209.88
Fund 038 Total:					136,209.88
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
<u>I129</u>	Idaho Rural Water Assoc.				
<u>I129</u>	APMWB Check	<u>21485</u>	Treatment I & II Review Carlos B & Garrett Batt	650-463.0000.64020	590.00
<u>K0037</u>	K & N Electric Motors Inc.				
<u>K0037</u>	APMWB Check	<u>0136420</u>	WRF Gearbox Rebuild	650-463.3122.68400	99,824.00
<u>N001</u>	Napa Auto Parts				
<u>N001</u>	APMWB Check	<u>3688-171439</u>	Purple Power 2.5 gal	650-463.0000.68025	17.85
<u>V040</u>	ODP Business Solutions				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	255562168001	Office Supplies-Wastewater	650-463.0000.63060	73.08
P4835	ProPrint						
		APMWB	Check	61363	Business cards	650-463.0000.63060	29.00
R251	Serights Ace Hardware						
		APMWB	Check	332643/1	Hard Hat & Safety Vest	650-463.0000.63110	31.93
				332620/1	Glue, tape, fly traps	650-463.0000.68025	34.49
T11390	T-O Engineers, Inc.						
		APMWB	Check	210756-8	Community Forest Phase 2 activities	650-463.0000.62040	1,675.40
VEN13163	Wapiti Consulting, LLC						
		APMWB	Check	316	plant PLC work	650-463.0000.68025	3,474.00
Dept 463 Total:							105,749.75

Dept: 466 Wastewater - Collections

I129	Idaho Rural Water Assoc.						
		APMWB	Check	20865	Centrifugal & Vertical Turbine Pumps - Tom V,	650-466.0000.64020	360.00
				20861	Centrifugal & Vertical Turbine Pumps - Aaron E	650-466.0000.64020	120.00
N001	Napa Auto Parts						
		APMWB	Check	3688-170327	Purple Power 1 Gal	650-466.0000.63330	8.03
B100	Owen Equipment Company						
		APMWB	Check	11143	Vactor hydrolic sytem flush	650-466.0000.67170	6,021.06
O050	Oxarc Inc.						
		APMWB	Check	31569054	RKI REPL SENSOR 02 GAS WATCH	650-466.0000.63110	134.33
P310	Platt Electric Supply						
		APMWB	Check	2X76811	1 POLE 1 1/2" FACE	650-466.0000.63006	72.53
R251	Serights Ace Hardware						
		APMWB	Check	332700/1	Pvc fittings	650-466.0000.68021	41.16
				332713/1	Epoxy, cleaner	650-466.0000.68021	102.31
Dept 466 Total:							6,859.42

Dept: 468 Wastewater - Surface Water

VEN09289	Emerald Services, Inc						
		APMWB	Check	89116589-21092042	5th ave oil/water cleaning	650-468.0000.68380	3,402.28
H1957	Horizon						
		APMWB	Check	2S170321	Irrigation supplies	650-468.0000.68380	6.02
				2S171774	Sprinkler heads	650-468.0000.68380	281.11
				2S170320	WWTP Shop Supplies	650-468.0000.68380	85.36
R1913	Rockhound Landscape Supply						
		APMWB	Check	7.8.22	420 ft Sod	650-468.0000.68380	226.80
				6.29.22	4yd Blended Soil	650-468.0000.68380	116.00
				7.1.22	510ft Sod	650-468.0000.68380	275.40
				7.12.22	300sf Sod	650-468.0000.68380	162.00
Dept 468 Total:							4,554.97
Fund 650 Total:							117,164.14

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating

D070	Dell Marketing LP						
		APMWB	Check	10598271448	SCADA Laptop	651-463.3213.90015	2,550.90
VEN14616	Inductive Automation LLC						
		APMWB	Check	1241980	ignition SCADA	651-463.3213.90015	21,000.00
VEN03139	JACKLIN LAND CO						
		APMWB	Check	7.14.22	Refund overpayment of sewer cap fees under	651-463.3308.38625	11,634.00
J105	J-U-B Engineers, Inc.						
		APMWB	Check	0154418	WRF Facility Plan Invoice for July 2022	651-463.3209.95500	4,656.91
				0154193	Tertiary Project J-U-B Invoice for June	651-463.3213.90015	176,115.27
				0154397	Outfall Replacement JUB Invoice July 2022	651-463.6505.95520	16,021.23
Dept 463 Total:							231,978.31
Fund 651 Total:							231,978.31

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Check	0154121	Spokane/Prairie Project	652-463.3220.95520	20,742.12
T11390	T-O Engineers, Inc.				
APMWB	Check	200143-26	Ponderosa Lift Station Invoice #26	652-463.3214.95520	17,730.78
W090	Welch Comer & Associates, Inc.				
APMWB	Check	INV0144139	Corbin Lift Station Welch Comer Invoice #3	652-463.3234.95520	8,575.00
Dept 463 Total:					47,047.90
Fund 652 Total:					47,047.90
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
VEN14482	Gunnerson Consulting and Communication Site Services, LLC				
APMWB	Check	4615	Consulting Services for Cell Tower Leases	750-462.0000.62040	3,271.50
T106	Titan Truck Equipment				
APMWB	Check	1327447	Caution Lights for W201	750-462.0000.90040	219.40
Dept 462 Total:					3,490.90
Fund 750 Total:					3,490.90
Fund: 753 - WATER CAPITAL					
Dept: 462 Water Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Check	0154232	Well House #11 Invoice 0154232	753-462.3224.95550	4,425.00
Dept 462 Total:					4,425.00
Fund 753 Total:					4,425.00
Report Total:					759,193.80



Fund	Account	Amount
001 - GENERAL FUND		
	001-412.0000.63030	50.33
	001-412.0000.66014	48,714.80
	001-412.0000.66180	7,854.57
	001-414.0000.63060	-15.39
	001-414.0000.63070	2,000.00
	001-415.0000.66080	135.00
	001-418.0000.64020	899.00
	001-421.0000.62040	631.13
	001-421.0000.62370	100.00
	001-421.0000.63060	335.88
	001-421.0000.63210	918.59
	001-421.0000.63920	126.37
	001-421.0000.64010	45.97
	001-421.0000.64020	20.00
	001-421.0000.64030	8,440.28
	001-421.0000.65030	90.00
	001-421.0000.66014	945.10
	001-421.0000.66050	247.67
	001-421.0000.67100	1,406.99
	001-421.0000.67170	391.04
	001-421.0000.68010	87.00
	001-421.0000.80010	58,528.47
	001-421.4000.72000	875.28
	001-423.1153.68400	878.00
	001-427.0000.64030	239.48
	001-431.0000.63000	89.30
	001-431.0000.63260	286.00
	001-431.0000.67070	3,500.00
	001-431.0000.68130	2,323.64
	001-431.0000.93010	1,056.51
	001-433.0000.63140	414.86
	001-433.0000.63150	657.12
	001-434.0000.63007	-132.33
	001-434.0000.63011	-1,241.81
	001-434.0000.63012	1,907.78
	001-434.0000.63160	284.96
	001-434.0000.67090	-21.84
	001-434.0000.67170	8,041.89
	001-434.1312.95520	453.77
	001-442.0000.63760	263.00
	001-442.1670.33307	400.00
	001-445.0000.62040	3,644.04
	001-445.0000.63080	720.39
	001-445.0000.63430	4,738.18
	001-445.0000.64020	850.00
	001-451.0000.62000	829.18
	001-451.0000.63060	13.19
	001-453.0000.62040	4,941.30
	001-453.0000.64020	25.00
	001-481.0000.68395	2,486.64
	Fund 001 Total:	170,476.33
003 - PERSONNEL BENEFIT POOL		
	003-482.4000.73000	4,591.98
	Fund 003 Total:	4,591.98
007 - DRUG SEIZURE PROGRAM		
	007-425.1525.34242	190.00

023 - SPECIAL EVENTS		Fund 007 Total:	190.00
023-446.1601.62001			856.09
		Fund 023 Total:	856.09
029 - CEMETERY CAPITAL IMPROVEMENT			400.00
029-442.1670.39315		Fund 029 Total:	400.00
037 - STREETS IMPACT FEES			6,644.49
037-431.0000.95134			35,115.38
037-431.0000.95137			603.40
037-431.0000.95138		Fund 037 Total:	42,363.27
038 - PARKS IMPACT FEES			136,209.88
038-443.0000.94165		Fund 038 Total:	136,209.88
650 - RECLAIMED WATER OPERATING			1,675.40
650-463.0000.62040			102.08
650-463.0000.63060			31.93
650-463.0000.63110			590.00
650-463.0000.64020			3,526.34
650-463.0000.68025			99,824.00
650-463.3122.68400			72.53
650-466.0000.63006			134.33
650-466.0000.63110			8.03
650-466.0000.63330			480.00
650-466.0000.64020			6,021.06
650-466.0000.67170			143.47
650-466.0000.68021			4,554.97
650-468.0000.68380		Fund 650 Total:	117,164.14
651 - RECLAIMED WATER CAPITAL - WWTP			4,656.91
651-463.3209.95500			199,666.17
651-463.3213.90015			11,634.00
651-463.3308.38625			16,021.23
651-463.6505.95520		Fund 651 Total:	231,978.31
652 - RECLAIMED WATER CAPITAL - COLLECTOR			17,730.78
652-463.3214.95520			20,742.12
652-463.3220.95520			8,575.00
652-463.3234.95520		Fund 652 Total:	47,047.90
750 - WATER OPERATING			3,271.50
750-462.0000.62040			219.40
750-462.0000.90040		Fund 750 Total:	3,490.90
753 - WATER CAPITAL			4,425.00
753-462.3224.95550		Fund 753 Total:	4,425.00
		Report Total:	759,193.80

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 08.03.22

7/14/2022	\$ 1,670.00	88524 Aquatic & Land Emergency	Pay Before Due Date	001-445.0000.63110
7/14/2022	\$ 121.30	88525 AT&T- Long Distance	Pay Before Due Date	001-445.0000.65030
7/14/2022	\$ 586.22	88526 AT&T Mobility	Pay Before Due Date	650-466.0000.65030
7/14/2022	\$ 990.96	88527 AT&T Mobility	Pay Before Due Date	650-463.0000.65030
7/14/2022	\$ 254.47	88528 AT&T Mobility	Pay Before Due Date	Various
7/14/2022	\$ 79,116.99	88529 AVISTA Utilities	Pay Before Due Date	Various
7/14/2022	\$ 5,754.34	88530 BDS	Pay Before Due Date	Various
7/14/2022	\$ 381.23	88531 H & H Business Systems, Inc.	Pay Before Due Date	Various
7/14/2022	\$ 31,836.02	88532 Kootenai Electric	Pay Before Due Date	Various
7/14/2022	\$ 305,479.97	88534 Northwest Waste and Recycling	Pay Before Due Date	700-461.0000.62042
7/14/2022	\$ 500.00	88535 Rafael Estrada	Pay Before Due Date	650-463.0000.62080
7/14/2022	\$ 26.95	88536 Ricoh USA Inc.	Pay Before Due Date	Various
7/14/2022	\$ 360.09	88537 Verizon Wireless	Pay Before Due Date	Various
7/14/2022	\$ 200.19	88538 Verizon Wireless	Pay Before Due Date	Various
7/14/2022	\$ 80.02	88539 Verizon Wireless	Pay Before Due Date	001-452.0000.65030
7/14/2022	\$ 120.03	88540 Verizon Wireless	Pay Before Due Date	001-453.0000.65030
7/14/2022	\$ 120.03	88541 Verizon Wireless	Pay Before Due Date	001-424.0000.65030
7/14/2022	\$ 153.76	88542 Zply Fiber	Pay Before Due Date	008-426.0000.65031
7/14/2022	\$ 244.00	88543 Zply Fiber	Pay Before Due Date	008-426.0000.65031
7/14/2022	\$ 244.00	88544 Zply Fiber	Pay Before Due Date	008-426.0000.65031
7/14/2022	\$ 244.00	88545 Zply Fiber	Pay Before Due Date	008-426.0000.65031
7/14/2022	\$ 76.17	88546 Zply Fiber	Pay Before Due Date	650-463.0000.65030
7/14/2022	\$ 244.00	88547 Zply Fiber	Pay Before Due Date	008-426.0000.65031
7/14/2022	\$ 244.00	88548 Zply Fiber	Pay Before Due Date	008-426.0000.65031
7/14/2022	\$ 244.00	88549 Zply Fiber	Pay Before Due Date	008-426.0000.65031
7/14/2022	\$ 166.19	88550 Zply Fiber	Pay Before Due Date	008-426.0000.65031
7/14/2022	\$ 2.80	88551 Zply Fiber	Pay Before Due Date	008-426.0000.65031
7/22/2022	\$ 41.81	88555 AT&T- Long Distance	Pay Before Due Date	Various
7/22/2022	\$ 19,957.50	88556 AVISTA Utilities	Pay Before Due Date	Various
7/22/2022	\$ 142.07	88557 Charter Communications	Pay Before Due Date	001-442.0000.65030
7/22/2022	\$ 16.94	88558 Charter Communications	Pay Before Due Date	001-417.0000.63080
7/22/2022	\$ 1,128.47	88559 East Greenacres Irrigation	Pay Before Due Date	Various
7/22/2022	\$ 10,000.00	88561 North Idaho Title Company	Pay Before Due Date	011-491.1803.96000
7/22/2022	\$ 216.04	88562 Ricoh USA Inc.	Pay Before Due Date	001-445.0000.66050
7/22/2022	\$ 1,326.88	88563 Zply Fiber	Pay Before Due Date	008-426.0000.65031
7/22/2022	\$ 126.05	88564 Zply Fiber	Pay Before Due Date	650-463.0000.65030
7/22/2022	\$ 122.00	88565 Zply Fiber	Pay Before Due Date	008-426.0000.65031
7/22/2022	\$ 122.00	88566 Zply Fiber	Pay Before Due Date	008-426.0000.65031
7/22/2022	\$ 71,911.60	88567 Robideaux Motors Co., Inc.	Pay Before Due Date	Various
7/22/2022	\$ 75.60	88568 Zply Fiber	Pay Before Due Date	001-421.0000.65030
7/22/2022	\$ 50.04	88569 Zply Fiber	Pay Before Due Date	001-421.0000.65030
7/22/2022	\$ 616.00	88570 Zply Fiber	Pay Before Due Date	001-421.0000.65030
7/22/2022	\$ 1,149.57	88571 Zply Fiber	Pay Before Due Date	001-421.0000.65030
	\$ 536,464.30			

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 8/2/2022

DATE: 7/25/2022 3:15 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Warren Wilson
SUBJECT: Prosecution Agreement between Hayden and Post Falls

ITEM AND RECOMMENDED ACTION:

Staff recommends that the City Council approve the attached updated prosecution services agreement with the City of Hayden

DISCUSSION:

Approximately a year ago the City began providing prosecution services for the City of Hayden. At that time, it was unknown how many cases Hayden was generating so the two cities agreed to revisit the compensation amount after a year's experience. More cases have been generated during that period than was anticipated. Given that, Hayden has agreed to raise the compensation amount for the next year by 10% to \$55,000. We anticipate further increases in future years. There are no other changes to the agreement.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Approving the agreement will net the City an additional \$5,000 to offset the time City prosecution staff spends providing prosecution services for the City of Hayden.

BUDGET CODE:

N/A

2022 INTERGOVERNMENTAL AGREEMENT TO PROVIDE PROSECUTION SERVICES

This AGREEMENT, is entered into by and between the city of Hayden, hereinafter referred to as “HAYDEN” and the city of Post Falls, hereinafter referred to as “POST FALLS”.

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

1. PROSECUTION SERVICES: POST FALLS agrees to employ, furnish, and supply all necessary personnel together with their equipment, supplies and supervision, records and record keeping, and such other items as are reasonably necessary to provide prosecution of infraction and misdemeanor state and municipal law violation occurring within the corporate limits HAYDEN, and related administrative/civil hearings.
 - a. The service shall include criminal misdemeanor and infraction offenses and all other related proceedings, including but not limited to, BAC hearings, arraignments, probable cause hearings, suppression hearings, show cause hearings, sentencing hearings, and preparation of complaints. Prosecution shall include enforcement of Idaho state laws and Hayden city codes/ordinances.
 - b. POST FALLS shall make its best effort to provide the highest quality legal services necessary to meet HAYDEN’s needs. The level of service shall be at least the same level of service provided by POST FALLS for citations issued by POST FALLS police officers or sworn complaints issued on behalf of POST FALLS. The duties shall be performed in accord with standards of professional conduct in the legal profession. In accordance with such standards, time is of the essence in relation to performance of the terms of this Agreement.
 - c. The personnel used by POST FALLS to perform the prosecution and support services shall remain under the jurisdiction and control of POST FALLS while rendering the services, and POST FALLS shall maintain the standard of performance of such personnel.

- d. POST FALLS' personnel shall prepare all necessary documents relating to prosecution services. All documents and notes in the POST FALLS prosecution staff files shall remain the property of POST FALLS. However, the Hayden Mayor and City Clerk have the right to view and obtain copies of all such documents and paperwork.
 - e. POST FALLS shall provide a monthly report accounting for the cases and hearings in providing the services under this Agreement.
 - f. POST FALLS' prosecutors will be available by telephone and in person to advise HAYDEN police officers in the field regarding issues relating to service of warrants, arrest procedures, and charging decisions.
 - g. HAYDEN shall forward to POST FALLS' prosecution staff copies of police reports, arrest and citation records, and criminal records checks necessary to provide effective prosecution.
 - h. HAYDEN will promptly advise POST FALLS of public records requests related to matters being prosecuted by POST FALLS and will coordinate the release of any requested public records.
2. EMPLOYEES OF POST FALLS: It is agreed that all employees of POST FALLS shall remain employees of POST FALLS for all purposes, including the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is agreed that HAYDEN shall not be liable for compensation or indemnity to any of the employees of POST FALLS for injuries or sickness arising out of the performance of this agreement, and POST FALLS hereby agrees to indemnify and hold harmless HAYDEN from any liability of such a claim.
3. GENERAL LIABILITY: POST FALLS agrees to hold harmless and indemnify HAYDEN from any and all liability, loss, damage or claims, excluding that arising from gross negligence or intentional acts of HAYDEN employees, that HAYDEN may suffer arising out of or in connection with, prosecution services rendered under this Agreement.
4. INSURANCE: POST FALLS agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$500,000. POST FALLS shall provide proof of liability coverage as set forth above to HAYDEN at the request of HAYDEN.
5. ADMINISTRATION: Each of the parties shall designate in writing, within ten (10) days at the commencement of this Agreement, an employee to be its administrator of this Agreement for the purpose of coordinating the efforts of employees of HAYDEN and the employees of POST FALLS in requesting and performing the prosecution services. All

communications between the parties with regard to this Agreement and the providing of prosecution services shall be made between these designated parties, or their designee. Either party may change its designated administrator during the term of this Agreement by providing the other party written notice of that change. Each party agrees to provide full cooperation and assistance to the other, so as to facilitate the performance of this Agreement.

6. COMPENSATION: As compensation for the prosecution services provided by POST FALLS, HAYDEN hereby agrees to pay POST FALLS the sum of \$55,000 per year, to be payable in monthly installments. The parties agree to review the compensation on an annual basis, at least ninety (90) days prior to the adoption of each party's annual budget. The amount of this compensation may be modified or amended only by an agreement in writing.
7. TERM OF AGREEMENT: This Agreement shall be effective commencing on the 1st day of October 2021 and continue to be in full force and effect until terminated by either party with thirty (30) days' written notice. Both parties agree to attempt to keep the other informed of the status of performance in order that mutually acceptable performance can be achieved.
8. RECITALS: The above and foregoing recitals shall be considered a part of this Agreement for all purposes and interpretations.

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

POST FALLS:

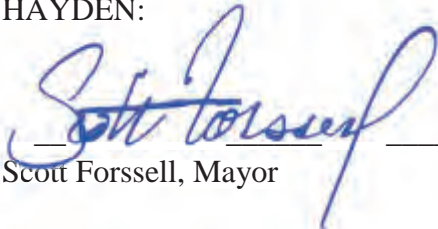
Ronald G. Jacobson, Mayor

Date: _____

ATTEST:

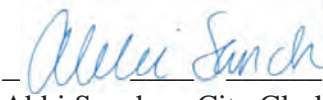
Shannon Howard, City Clerk

HAYDEN:



Scott Forssell, Mayor

Date: June 28, 2022



Abbi Sanchez, City Clerk



**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: AUGUST 2, 2022**

DATE: JULY 21ST, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN, CITY ENGINEER
SUBJECT: GREENSFERRY GLENN 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 Greensferry Glenn Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 28-lot subdivision, with the application for plat submitted by Eagle Crest Land, LLC.

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

SUPPORTING DOCUMENTS: A copy of the Construction Improvement Agreement is available in the Community Development office for review.

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 **Eagle Crest Land LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20__, respecting the development of **Greensferry Glenn**, 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, **Ryne Stoker**, 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
Ryne Stoker, Member
Eagle Crest Land, LLC
8720 Kulka Rd
Las Vegas, NV 89161
(702) 897-1424

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER’S RELATION TO THE CITY

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

1.05 DEVELOPER’S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

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

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

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

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

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

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

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

2.05 PLANS AND SPECIFICATIONS

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

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

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

2.08 MATERIALS

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

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

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

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

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

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

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

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

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

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

- ATTACHMENT A: PROPERTY DESCRIPTION
- ATTACHMENT B: DESCRIPTION OF IMPROVEMENTS
- ATTACHMENT C: COST ESTIMATES
- ATTACHMENT C-1: DETAILED COST ESTIMATES
- ATTACHMENT D: EVIDENCE OF SURETY

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

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 **Ronald Jacobson** and **Shannon Howard** known, or identified to me to be the **Mayor** and **City Clerk** respectively, of the city of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

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

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Greensferry Glenn

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

ATTACHMENT "A"

Exhibit "A"
Legal Description

A portion of FINDEM SUBDIVISION, as recorded in Book "G" of Plats, at Page 399, Instrument #145708, Records of Kootenai County, Idaho, located in the Northeast Quarter of the Southeast Quarter of Section 35, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the northeast corner of the Southeast Quarter of Section 35, Township 51 North, Range 5 West, from which the northwest corner of said Southeast Quarter of Section 35 bears North 89°40'55" West, a distance of 2646.66 feet;

Thence South 00°15'05" East along the east line of said Section 35, a distance of 42.50 feet;

Thence North 89°40'55" West leaving said east line of Section 35, a distance of 65.00 feet to a point on the westerly right-of-way line of Greensferry Road, said point being 42.50 feet south and 65.00 feet west of the northeast corner of the Southeast Quarter of said Section 35, and the **Point of Beginning**;

Thence South 44°58'00" East along said westerly right-of-way line of Greensferry Road, a distance of 14.21 feet;

Thence South 00°15'05" East continuing along said westerly right-of-way line of Greensferry Road, 55.00 feet west of the and parallel to the east line of said Southeast Quarter of Section 35, a distance of 613.44 feet to the south line of FINDEM SUBDIVISION;

Thence North 89°32'07" West along said south line of FINDEM SUBDIVISION, a distance of 606.65 feet to the southwest corner of FINDEM SUBDIVISION;

Thence North 00°15'15" West along the west line of FINDEM SUBDIVISION, a distance of 621.89 feet to the south right-of-way line of 16th Avenue;

Thence South 89°40'55" East along said south right-of-way line of 16th Avenue, 42.50 feet south of and parallel to the north line of said Southeast Quarter of Section 35, a distance of 596.66 feet to the westerly right-of-way line of Greensferry Road and the **Point of Beginning**;

Containing 377,669 square feet or 8.670 acres, more or less.

SUBJECT TO:

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

END OF DESCRIPTION

Prepared by this office:

h2 Surveying, LLC



[Handwritten Signature]
3/22/22

GREENSFERRY GLENN

BOOK _____, PAGE _____
INSTRUMENT # _____

A REPLAT OF FINDEM SUBDIVISION
LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35,
TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

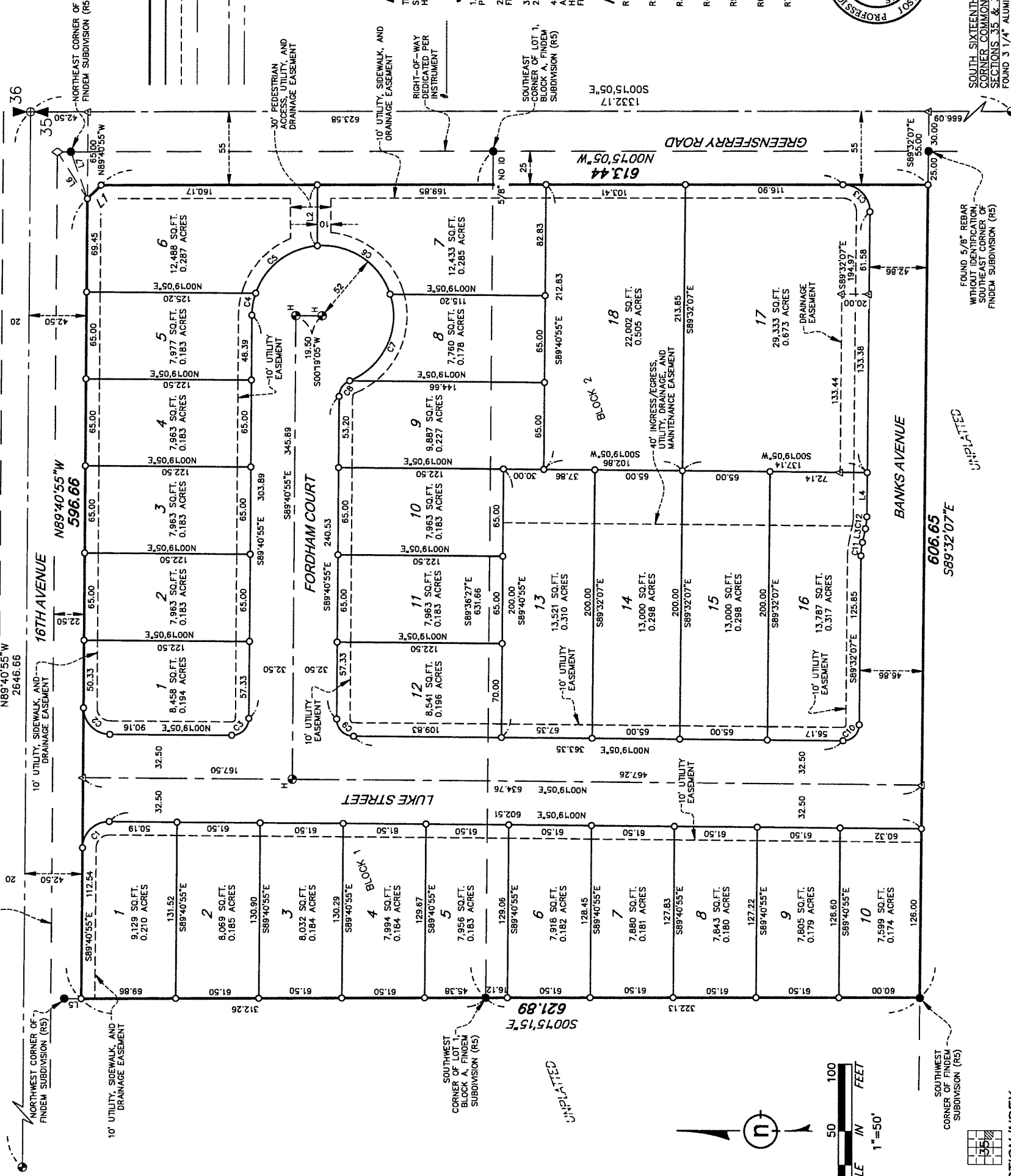
CENTER QUARTER
FOUND 2" ALUMINUM CAP
PER CP&F INSTRUMENT
#2056460000

RIGHT-OF-WAY
DEDICATED PER
INSTRUMENT

16TH AVENUE
N89°40'55"W
2646.66

596.66
N89°40'55"W

QUARTER CORNER
FOUND 1" IRON PIPE PER
CP&F INSTRUMENT #1942515



LEGEND

- ▲ - CALCULATED POINT (NOTHING FOUND OR SET)
- ⊙ - FOUND 2" ALUMINUM CAP (UNLESS OTHERWISE NOTED)
- ⊕ - FOUND 1" IRON PIPE
- ◇ - FOUND 2 1/2" BRASS CAP MARKED "LS 1969"
- - FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "CE/LS 1969 GEM STATE" (UNLESS OTHERWISE NOTED)
- H - SET 2" ALUMINUM CAP ON A 5/8"x30" REBAR MARKED "H2 PLS 12110"
- - SET 5/8"x30" REBAR WITH PLASTIC CAP MARKED "H2 PLS 12110"
- - BOUNDARY LINE
- - LOT LINE
- - EASEMENT LINE
- - RIGHT-OF-WAY LINE
- - CENTER LINE
- - SECTION LINE
- - QUARTER SECTION LINE

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 44°55'00" E	14.21
L2	N 89°44'55" E	45.43
L3	S 77°59'54" E	10.40
L4	S 89°32'07" E	33.00
L5	N 00°15'15" W	12.50
L6	S 57°24'59" W	41.42
L7	S 70°35'07" W	37.05

BASIS OF BEARINGS

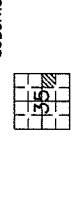
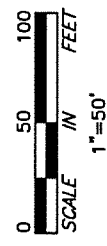
THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 15, BEARS SOUTH 88°39'42" WEST, AS SHOWN HEREON.

SURVEYOR'S NARRATIVE

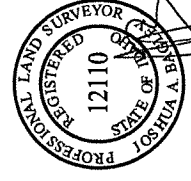
- THE PURPOSE OF THIS PROJECT WAS TO SUBDIVIDE THE SUBJECT PARCELS INTO LOTS AND BLOCKS AS SHOWN HEREON.
- ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN US SURVEY FEET.
- THE MONUMENTS SHOWN HERE ON WERE LOCATED ON NOVEMBER 12, 2020.
- SEE RECORD INFORMATION FOR DOCUMENTS USED ON THIS PROJECT TO ASSIST IN BOUNDARY DETERMINATION. THE RECORD INFORMATION SHOWN HEREON IS FOR INFORMATION ONLY AND THERE WERE NO SIGNIFICANT DISCREPANCIES FROM OUR FIELD OBSERVATIONS.

RECORD INFORMATION

- R1 - RECORD OF SURVEY, BOOK 3, PAGE 469, INSTRUMENT #961189, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R2 - RECORD OF SURVEY, BOOK 18, PAGE 433, INSTRUMENT #1482197, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R3 - RECORD OF SURVEY, BOOK 19, PAGE 389, INSTRUMENT #1559896, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R4 - RECORD OF SURVEY, BOOK 26, PAGE 321, INSTRUMENT #2251567000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R5 - FINDEM SUBDIVISION, BOOK G, PAGE 399, INSTRUMENT #145708, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R6 - GREENSFERRY GROVE FIRST ADDITION, BOOK L, PAGE 293, INSTRUMENT #2875115000, RECORDS OF KOOTENAI COUNTY, IDAHO.
- R7 - OBSIDIAN ACRES, BOOK K, PAGE 475, INSTRUMENT #2473538000, RECORDS OF KOOTENAI COUNTY, IDAHO.



SECTION INDEX



SOUTH SIXTEENTH
CORNER COMMON TO
SECTIONS 35 & 36
FOUND 3 1/4" ALUMINUM CAP
PER CP&F INSTRUMENT
#1942517

7600 N. MINERAL DR., STE. 900 • COEUR D'ALENE, ID 83815
PHONE: (208) 772-5600 • FAX: (208) 772-8619
WWW.J2SURVEY.COM

DATE: MARCH, 2022
PROJECT NUMBER: 2020-287

SHEET 1 OF 2

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

Eagle Crest Land, LLC

FOR

Greensferry Glenn

- 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

Greensferry Glenn

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: **\$ 762,052.17**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 165,270.50**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 32,400.00**
5. Total cost of improvements: **\$ 959,722.67**
6. Warranty amount: **\$ 71,979.20**

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Greensferry Glenn

Developer to submit detailed cost estimates.

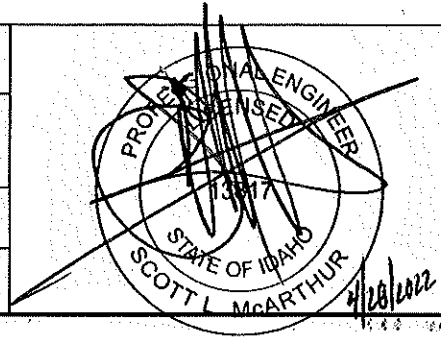
ATTACHMENT "C-1"

Engineers Estimate of Probable Costs

Greensferry Glenn Subdivision

City of Post Falls, Idaho

UPDATED APRIL 28, 2022



Clearing & Grubbing

1	Mobilization	1 LS	\$ 12,000.00 /LS	\$ 12,000.00
2	Organic Soil Stripping/Removal	13,773 TN	\$ 11.50 /TN	\$ 158,389.50
3	Silt Fencing	500 LF	\$ 4.50 /LF	\$ 2,250.00
4	Traffic Control	1 LS	\$ 10,000.00 /LS	\$ 10,000.00

Excavation & Grading

5	Structural Grading	3,040 CY	\$ 5.00 /CY	\$ 15,200.00
6	Structural Import	2,140 TN	\$ 12.00 /TN	\$ 25,680.00
7	Road Subgrade Preparation	11,446 SY	\$ 1.30 /SY	\$ 14,879.80
8	Inlet Protection	13 EA	\$ 75.00 /EA	\$ 975.00

Sewer

9	8" SDR35 PVC Sewer Pipe	2,167 LF	\$ 53.15 /LF	\$ 115,176.05
10	48" Manhole	8 EA	\$ 3,500.00 /EA	\$ 28,000.00
11	4" Sewer Service	28 EA	\$ 937.00 /EA	\$ 26,236.00

Stormwater

12	Drainage Curb Cut	54 EA	\$ 160.00 /EA	\$ 8,640.00
13	Typ A Drywell	13 EA	\$ 3,000.00 /EA	\$ 39,000.00
14	Sidewalk Underdrain	3 EA	\$ 1,800.00 /EA	\$ 5,400.00
15	Swale	11,530 SF	\$ 0.75 /SF	\$ 8,647.50

Water

16	8" C900 PVC Water Main	1,663 LF	\$ 38.50 /LF	\$ 64,025.50
17	1" Water Service	29 EA	\$ 2,325.00 /EA	\$ 67,425.00
18	Fire Hydrant Assembly	4 EA	\$ 6,055.00 /EA	\$ 24,220.00

Streets Improvements

19	Asphalt 2"/4" - Interior Roads	5,814 SY	\$ 14.25 /SY	\$ 82,849.50
20	Asphalt 3"/6" - 16th Avenue	1,120 SY	\$ 19.50 /SY	\$ 21,840.00
21	Asphalt 4"/6" - Greensferry Road	406 SY	\$ 25.30 /SY	\$ 10,273.82
22	Rolled Curb and Gutter	1,925 LF	\$ 14.00 /LF	\$ 26,950.00
23	Standard Curb and Gutter	1,800 LF	\$ 14.00 /LF	\$ 25,200.00
24	Pavement Markings	1 LS	\$ 5,500.00 /LS	\$ 5,500.00
25	Sidewalk	14,760 SF	\$ 4.75 /SF	\$ 70,110.00
26	Pedestrian Ramps	11 EA	\$ 1,375.00 /EA	\$ 15,125.00
27	Asphalt Path (10' Wide) 2"/4"	630 SY	\$ 16.00 /SY	\$ 10,080.00
28	Path Subgrade Preparation	630 SY	\$ 4.00 /SY	\$ 2,520.00

Dry Utilities

29	Trenching (Bedding to Backfill)	1,600 LF	\$ 6.00 /LF	\$ 9,600.00
----	---------------------------------	----------	-------------	-------------

Signage, Striping, Mailboxes, Street Trees

30	Street and Stop Signage	4 EA	\$ 650.00 /EA	\$ 2,600.00
31	Type II Barricades	2 EA	\$ 515.00 /EA	\$ 1,030.00
32	Type III Barricades	4 EA	\$ 700.00 /EA	\$ 2,800.00
33	Street Trees	54 EA	\$ 600.00 /EA	\$ 32,400.00
34	Street Lights	10 EA	\$ 1,350.00 /EA	\$ 13,500.00
35	Concrete Mailbox Pad	2 EA	\$ 600.00 /EA	\$ 1,200.00

Engineers Estimated Cost: \$ 959,722.67

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Greensferry Glenn

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

Eagle Crest Land, LLC

FOR

Greensferry Glenn

CONSTRUCTION DRAWINGS

Plans Titled: **Greensferry Glenn**

Dated: **7/20/22**

By: **Scott McArthur, P.E.**

Sheets 1 through 24

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

Eagle Crest Land, LLC

FOR

Greensferry Glenn

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

Peck & Peck

EXCAVATING, INC.



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

Greensferry Glen

<u>Week</u>	<u>Activity</u>
1	<i>Mobilize</i>
2	<i>Strip Site</i>
3	<i>Strip Site</i>
4	<i>Strip Site</i>
5	<i>Sewer Main</i>
6	<i>Sewer Main</i>
7	<i>Water Main</i>
8	<i>Water Main</i>
9	<i>Testing</i>
10	<i>Subgrade</i>
11	<i>Subgrade</i>
12	<i>Curb Prep</i>
13	<i>Curb Pour</i>
14	<i>Sidewalk Prep</i>
15	<i>Sidewalk Pour</i>
16	<i>AC Prep</i>
17	<i>Pave Project</i>
18	<i>Signage and Clean up</i>

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

Eagle Crest Land, LLC

FOR

Greensferry Glenn

ENGINEERING SERVICES FEE SUMMARY

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

28 Lots X \$350.00 = \$ **9800.00**

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

Eagle Crest Land, 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: **Avista Utility Co.**

Street light type: **Cobra head**

3 lights X 12 months X \$ 13.18 per month = \$ 474.48

Street light type: **Town & Country**

7 lights X 12 months X \$ 13.18 per month = \$ 1107.12

TOTAL = \$ 1581.60

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

Eagle Crest Land, LLC

FOR

Greensferry Glenn

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

Sanitary sewer cap fee of \$ **6043.00** to connect **existing structures** to City sanitary sewer.

<u>1</u> (# of SF homes) x \$5,983.00	=	\$ <u>5983.00</u>
_____ (# of Commercial service units) x \$5,983.00	=	\$ _____
<u>1</u> (# of structures connecting) x (Utility Deposit = \$60.00)	=	\$ <u>60.00</u>

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons) \$5,983.00

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

Eagle Crest Land, LLC

FOR

Greensferry Glenn

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"	= \$3,773.99 Residential	=	\$ _____
_____	x	1"	= \$6,289.99 Commercial	=	\$ _____
_____	x	1-1/2"	= \$12,579.97	=	\$ _____
_____	x	2"	= \$20,127.96	=	\$ _____

Meter Fees

_____	x	3/4"	= \$ 254.00	=	\$ _____
_____	x	1"	= \$ 325.00	=	\$ _____
_____	x	1-1/2"	= \$ 691.00	=	\$ _____
_____	x	2"	= \$ 920.00 (flow meter for irrigation only)	=	\$ _____
_____	x	2"	= \$ 1,864.00 (compound meter)	=	\$ _____

ACCOUNT FEES

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

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

Eagle Crest Land, LLC

FOR

Greensferry Glenn

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Scott McArthur**
ENGINEERING FIRM: **McArthur Engineering**
ADDRESS: **PO Box 2488**
CITY: **Post Falls** **STATE:** **ID** **ZIP:** **83877**
PHONE NO.: **(208) 964-0481**
E-MAIL ADDRESS: **scott@mcArthur-eng.com**

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

Eagle Crest Land, LLC

FOR

Greensferry Glenn

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

Eagle Crest Land, LLC

FOR

Greensferry Glenn

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

Eagle Crest Land, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 8/2/2022

DATE: 7/27/2022 3:27 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Field Herrington
SUBJECT: Wellsprings Annexation Initial Zoning Reasoned Decision File No. ANNX-0001-2022

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes the mayor's signature on the Reasoned Decision for the Wellsprings Annexation Initial Zoning.

DISCUSSION:

Bart North, of North Engineering, on behalf of Fivefold Foundation Ministries, Inc., the property owner, has requested approval to annex approximately 9-acres into the City of Post Falls with a zoning request of Medium Density Residential (R-2) and Limited Commercial (LC). The property is generally located on the southeast corner at the intersection of W. Prairie Avenue and N. Greensferry Road. The Planning and Zoning Commission made a recommendation for the Limited Commercial (LC) and Medium Density Residential (R-2) zoning districts at their April 12, 2022. The City Council held a public hearing and approved the request on May 17, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

Wellsprings Annexation
File No. ANNX-0001-2022
City Council
Reasoned Decision

A. INTRODUCTION:

APPLICANT: North Engineering – Bart North

LOCATION: Generally located on the southeast corner of W. Prairie Ave and N. Greensferry Rd.

REQUEST: Zoning recommendation of Medium Density Residential (R2) on 23 of the lots and Limited Commercial (LC) on the remaining lots totaling approximately 9 acres AS DEPICTED IN EXHIBIT S-4.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-4 Will Serve
4. A-5 Auth Letter
5. A-6 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. S-4 Annexation Development Agreement
10. PA-1 KCFR Comments
11. PA-2 PFPD Comments
12. PA-3 PFHD Comments
13. PA-4 DEQ Comments
14. S-5 PZ Staff Report
15. S-6 Signed Minutes 4-12-2022
16. S-7 Signed Zoning Recommendation
17. Testimony at the May 17, 2022, City Council hearing including:

The request was heard before the City Council at the May 17, 2022 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted in accordance with 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 provide testimony and documentation to be taken by the City Council in their application of City Code section 18.16.010 and 18.20.100 when making the City Council's reasoned decision.

Laura Jones, Associate Planner

Ms. Jones presented the staff report. She testified that the applicant was seeking a recommendation for an initial zoning designation of Medium Density Residential (R-2) and Limited Commercial (LC) on approximately nine (9) acres upon the annexation into the city of Post Falls. She explained that the general location on the southeast corner of Prairie Avenue and north Greensferry road.

Ms. Jones testified that the current land use is vacant and the only natural characteristics or features is that it is on the Rathdrum Prairie Aquifer. She testified that the water will be provided by the Ross Point Water District and the city of Post Falls will provide wastewater services.

Ms. Jones testified regarding the surrounding uses, explaining that to the north is county properties with single-family homes on five acre lots, to the east is Green Meadows 2nd edition, it is zoned R-2 single family but is built out with single-family homes. She went on to state that to the south is Green Meadows R-1 single family homes and to the west is commercial property, which was annexed into the city last year, and two five-acre residential properties in Kootenai County.

Ms. Jones stated that the Future Land Use Map designates the area as transitional. She submitted that the transitional designation is given to lands suitable for growth with unknown timing. She testified that guidance for transitional areas can be found within the associated Focus Area in the Comprehensive Plan. She testified that that the area is located within a commercial activity node, which is intended to encourage commercial activities at major transportation nodes to complement the overall community. She explained that nodes should consist of retail office or other commercial services to be integrated into the nearby community with the intent to create a focal point of vibrancy conveniently located near neighborhoods and other commercial services.

Ms. Jones explained that this area is within the 41 North focus area, which is developing with land values that should pressure development that should attract a range of residents offering shared amenities, housing variety, and neighborhood scale services. She indicated that the focus area provides for multi-family, commercial, and tech uses near higher classified roadways and should be focused along arterial collector streets where traffic volumes exceed 4,000 trips per day.

Ms. Jones testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goal five, six, seven, eight, ten, and fourteen to possibly be relevant and applicable goals. She testified that policies one and two may be appropriate for consideration by the City Council. Ms. Jones explained that in support of policy two, looking at the infrastructure, the city of Post Falls will provide water reclamation and Ross Point will provide water. She indicated that policies three, fifteen, and twenty-four may also be applicable.

Ms. Jones testified that zoning should be assigned following consideration of such items such as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. She stated that the site is over the Rathdrum Prairie Aquifer.

Ms. Jones testified that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. She explained that the site is located along higher classified roadways of Prairie Ave. and Greensferry Rd. and should not adversely impact the existing transportation network.

Ms. Jones testified that limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity. She illustrated that the site is in an area that is starting to develop with commercial activity, however it is limited in nature and more of a residential scale.

Ms. Jones testified that the last criteria is inapplicable as there is not a request for industrial zoning nor are they located near any other industrial properties.

Bart North, North Engineering, Applicant

Mr. North testified that the applicant, Pastor John Devries, was there in the in the and they have reviewed the staff report and take no exception to any of its findings. He thought it might be useful to give you a little background on how we got to this point. Mr. North explained that in 2006 Pastor John Devries, with the support of his congregation, purchased this parcel with the intent of constructing the Wellsprings of Life Christian Fellowship, which is a Fivefold Ministry Full Gospel Church. He noted

that it was and still is currently in the county and in 2006 Pastor John submitted a Conditional Use Permit which was approved and issued in January 2007.

Mr. North explained that as Pastor John moved forward with the project the 2008 housing bubble burst and with the recession, he was unable to build. He described that from 2008 to present, it has been a recovery process and it was discovered in a pre-application meeting with Kootenai County during the lapse of time that the city boundary had moved up to this parcel and city services were adjacent to the southwest corner of this property.

Mr. North testified that applying for annexation is the only path forward for the success of this project. He explained that this property has double frontage and the cost of extending infrastructure to City Standards for annexation is substantial, the intent is to construct a church facility however, to fund the improvements required for annexation Fivefold Ministries found the need to propose the subdivision presented. He testified that the 3-acre Limited Commercial lot is where the proposed church facility will be constructed, and the proposed subdivision should be zoned R-2. He testified that all except 4 lots are proposed to be single-family detached residential, and the 4 lots located to southwest corner are the proposed duplex lots.

Mr. North testified that the proposal is consistent with the Comprehensive Plan and adjacent land uses. He noted this is a double frontage project that will need to complete two frontages. He explained they will be bringing up utility and pedestrian facilities up those frontages.

Mr. North testified regarding the Limited Commercial lot that there is a potential approach onto the residential roadway and there has been formal submittal and would be reviewed at time of Site Plan however, potentially a restricted access onto Greensferry Rd and Prairie Ave.

Public Testimony:

The hearing was opened for public testimony, none was provided.

Questions from the Council:

Rob Palus, Assistant City Engineer

Mr. Palus testified that typically as part of any annexation we take the entire roadway adjoining the property. He noted that the bigger question with this request is the traffic signal, as the city encroaches substantially on a traffic signal or roundabout, we would take over the ownership and maintenance of those traffic control devices. He explained that the city has the expertise and the staff to handle and maintain those signals. He testified that those signals would need to be moved at such time when Prairie Ave. is widened to it's full five lane configuration.

Deliberations: After the public hearing was complete the hearing was closed, and the City 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 sections 18.16.010 and 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

C1. Amendments to the zoning map should be in accordance with the Future Land Use Map.

The applicant has requested initial zoning of Medium Density Residential (R-2) and Limited Commercial (LC) on approximately nine (9) acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as transitional within the 41 North focus area.

The City Council finds that this is in a transitional area and the zoning they are requesting is next to other property with the same zoning as well as a transition to the commercial on the northwest

corner. The City Council notes that the area is within a commercial node and the provision of limited commercial helps satisfy the intent of the node.

The City Council finds that evidence and testimony demonstrate that the requested zoning designation consistent with the guiding principles within the associated focus area and therefore the request is consistent with the Future Land Use Map.

C2. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan.

Based on the applicant's narrative, testimony provided, and the analysis provided in the staff report, the Council finds the requested zoning consistent with the goals and policies contained in the comprehensive plan. Specifically, Policy 3, by providing limited commercial services in the commercial node and Goal 5, by providing diverse housing.

C3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Streets/Traffic:

The City Council finds that the proposed Zone Change area is adjacent to Prairie Avenue (Principal Arterial), and Greensferry Road, a minor arterial, which is designed to accommodate traffic volumes of 6,000 - 15,000 vehicles per day. In 2035 the projected volumes along this section of roadway are approximately 5,000 vehicles per day.

Prairie Avenue, a principal arterial, is designed to accommodate traffic volumes of 12,000 - 30,000 vehicles per day. In 2035 the projected volumes along this section of roadway are approximately 9,000 vehicles per day.

Based on that, the Council finds that the request is consistent with both street classifications and traffic patterns in the area. There was no evidence to the contrary received.

Water and Sanitary Sewer:

Water: Water service is provided by Ross Point Water District. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced main.

Sanitary Sewer: Sanitary sewer currently exists at the southwest corner of the property and would need to be extended to Prairie Avenue at the time of site development. 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.

The property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

Based on the staff report, the Council finds that the requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The Council also finds that the City's Water and Water Reclamation Systems have the capacity to provide service and the City is willing to serve to the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City's Master Plans. No evidence to the contrary was received.

Compatibility with Existing Development and Future Uses:

Bases on the evidence and testimony received the City Council finds that the proposed residential use is adjacent to other residential uses and is therefore compatible. Churches are permitted within residential zones, with approval of a special use permit, and therefore shows compatibility with the neighboring residential uses within the area. There was no testimony or other evidence received to the contrary.

Geographic/Natural Features:

The staff report indicates that the property contains no geographic or other natural features that would affect development of the site. There was no evidence to the contrary, as such the Council finds that the proposed zoning is consistent with the geographic and natural features of the site.

C4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

The City Council finds that the proposed zone is located along higher classified roadways. Prairie Avenue is a Principal Arterial, and Greensferry Road is a minor arterial.

C5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

The City Council finds that the area is currently starting to develop as a commercial node and the limited commercial is far away from higher intensity urban activity.

C6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

The City Council finds this criterion inapplicable as the request is not for industrial and there are no industrial uses or industrial zoned properties within the area.

D. CONCLUSIONS AND DECISION OF THE CITY COUNCIL:

ANNX-0001-2022, INITIAL ZONING: Based on the record developed during the public hearing process and the recommendation of the Planning and Zoning Commission, the City Council hereby finds that the applicant's request is approved, finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for applicant's request for Medium Density Residential (R-2) and Limited Commercial (LC) on approximately nine (9) acres upon successful annexation of the property.

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: 8/2/2022

DATE: 7/27/2022 10:47 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Wellsprings Annexation Agreement and Dedications File No. ANN-0001-2022

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, the City Council authorizes the mayor's signature on the Annexation Agreement, Right-of-Way, and Easement Dedications for the Wellsprings Annexation.

DISCUSSION:

The applicant(s) (Fivefold Foundation Ministries, Inc.) has requested to annex approximately 9-acres into the City of Post Falls, of which a portion will be Rights Of Way and Easement for Grange Avenue and Guy Road with the remaining balance of land to receive the zoning designations of Medium Density Residential (R2) on 23 lots and Limited Commercial (LC) on 1 lot. The property is generally located at the southeast corner of W. Prairie Ave. and N. Greensferry Rd.
On April 12, 2022 a public hearing was held before the Planning & Zoning Commission. After receiving testimony and hearing the staff report, the Commission moved to recommend approval of the requested annexation with the Medium-Density Residential (R2) and the Limited Commercial (LC) zoning designation. The City Council held a public hearing and approved the requested annexation with the Medium-Density Residential (R2) and the Limited Commercial (LC) zone on May 17, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

DEVELOPMENT AND ANNEXATION AGREEMENT

Wellspring Annexation

(File No. ANNX-0001-2022)

THIS AGREEMENT is made this ___ day of _____, 20___, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Fivefold Foundation Ministries, Inc.**, an Idaho corporation company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at PO Box 457 Post Falls, Idaho 83877.

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

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

ARTICLE II: STANDARDS

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

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

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

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

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.
- 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 90 days of the date that service is requested by the Owner, the Owner is authorized to provide temporary service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of public wastewater treatment capacity, the owner agrees to disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not inhibit the extension, progression, or 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 Sewer Mains: The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing. Sewer extensions shall comply with sizing as identified within the City's Water Reclamation Master Plan
- 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 Greensferry Road for 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 Greensferry Road for a total right of way width of 55 feet measured from the Section Line.

- 4.1.3 By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Prairie Avenue for 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 Prairie Avenue for a half width right of way of 55 feet measured from the Section Line.

ARTICLE V. CONSIDERATION/FEEES

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

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-

annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.

- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.12. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot

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

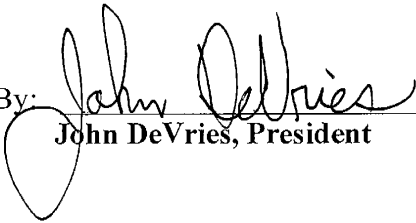
- 6.13. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.14. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.

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

CITY OF POST FALLS

**FIVEFOLD FOUNDATION
MINISTRIES INC.**

By: _____
Ronald G. Jacobson, Mayor

By:  _____
John DeVries, President

Attest: _____
Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

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


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

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

STATE OF IDAHO)
 :ss
County of Kootenai)

On this 10 day of February, 2022, before me, a Notary for the State of Idaho, personally appeared **John DeVries**, known, or identified to me to be the **President** of Fivefold Foundation Ministries, Inc., whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the corporation and that he was duly authorized by the corporation to execute the instrument on behalf of the corporation.

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: Kootenai County
Commission Expires: January 5, 2023



WELLSPRINGS ADDITION ANNEXATION DESCRIPTION

LOT 8 BLOCK 25 POST FALLS IRRIGATED TRACTS, AS RECORDED AT BOOK "C" OF PLATS PAGE 78, EXCEPT RIGHT OF WAY, SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 25 BEARS SOUTH 0° 36' 23" WEST, A DISTANCE OF 2649.47 FEET;

THENCE SOUTH 00° 36' 23" WEST ALONG THE WEST LINE OF SAID SECTION 25 FOR A DISTANCE OF 662.36 FEET;

THENCE SOUTH 88° 51' 11" EAST, FOR A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE NORTH 00° 36' 23" EAST PARALLEL TO SAID WEST LINE OF SECTION 25 A DISTANCE OF 632.42 FEET;

THENCE SOUTH 88° 57' 50" EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 25 A DISTANCE OF 632.94 FEET;

THENCE SOUTH 00° 39' 16" WEST ALONG THE WEST LINE OF GREEN MEADOWS 1ST ADDITION AND ITS WESTERLY LINE PROJECTED NORTH FOR A DISTANCE OF 633.64 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF GREEN MEADOWS ADDITION;

THENCE NORTH 88° 51' 11" WEST ALONG SAID NORTH LINE OF GREEN MEADOWS ADDITION FOR A DISTANCE OF 632.42 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL BEING 400489.83 SQFT OR 9.194 ACRES MORE OR LESS.

END OF DESCRIPTION.

GRANT OF RIGHT-OF-WAY
Wellspirngs Annexation
Prairie Ave. and Greensferry Rd.
File No. ANNX-0001-2022

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

THAT PORTION OF TRACT 8, BLOCK 25, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK "C" OF PLATS, PAGE 78, RECORDS OF KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS,
A PORTION OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 25 BEARS SOUTH 00° 36' 23" WEST, A DISTANCE OF 2649.47 FEET;
THENCE SOUTH 00° 36' 23" WEST ALONG THE WEST SECTION LINE OF SAID SECTION 25, FOR A DISTANCE OF 662.36 FEET;
THENCE SOUTH 88° 51' 11" EAST, FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF GREENSFERRY ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED ADDITIONAL RIGHT OF WAY;
THENCE NORTH 00° 36' 23" EAST, ALONG THE EAST RIGHT OF WAY LINE OF GREENSFERRY ROAD A DISTANCE OF 604.71 FEET;
THENCE NORTH 44° 54' 41" EAST, FOR A DISTANCE OF 38.44 FEET;
THENCE SOUTH 88° 57' 50" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF PRAIRIE AVENUE FOR A DISTANCE OF 606.09 FEET;
THENCE SOUTH 00° 39' 16" WEST, FOR A DISTANCE OF 25.00 FEET;
THENCE NORTH 88° 57' 50" WEST, FOR A DISTANCE OF 577.69 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE WESTERLY A DISTANCE OF 47.35 FEET ALONG THE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 90° 25' 47", WITH A CHORD BEARING SOUTH 45° 49' 17" WEST A DISTANCE OF 42.59 FEET;

THENCE SOUTH 00° 36' 23" WEST TANGENT TO SAID CURVE, A DISTANCE OF 577.24 FEET;
THENCE NORTH 88° 51' 11" WEST, FOR A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING, SAID ADDITIONAL RIGHT OF WAY BEING 30833.79 SQFT OR 0.708 ACRES MORE OR LESS.
END OF DESCRIPTION.

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

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

In witness whereof, the Grantor has caused this instrument to be executed this 22 day of July, 2022.

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

FIVEFOLD FOUNDATION MINISTRIES INC.

By *John DeVries*
John DeVries, Resident

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

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

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

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

STATE OF IDAHO)
:ss
County of Kootenai)

On this 22 day of July, 2022, before me, a Notary for the State of Idaho, personally appeared John DeVries, known, or identified to me to be the President of Fivefold Foundation Ministries, Inc., whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the corporation and that he was duly authorized by the corporation to execute the instrument on behalf of the corporation.

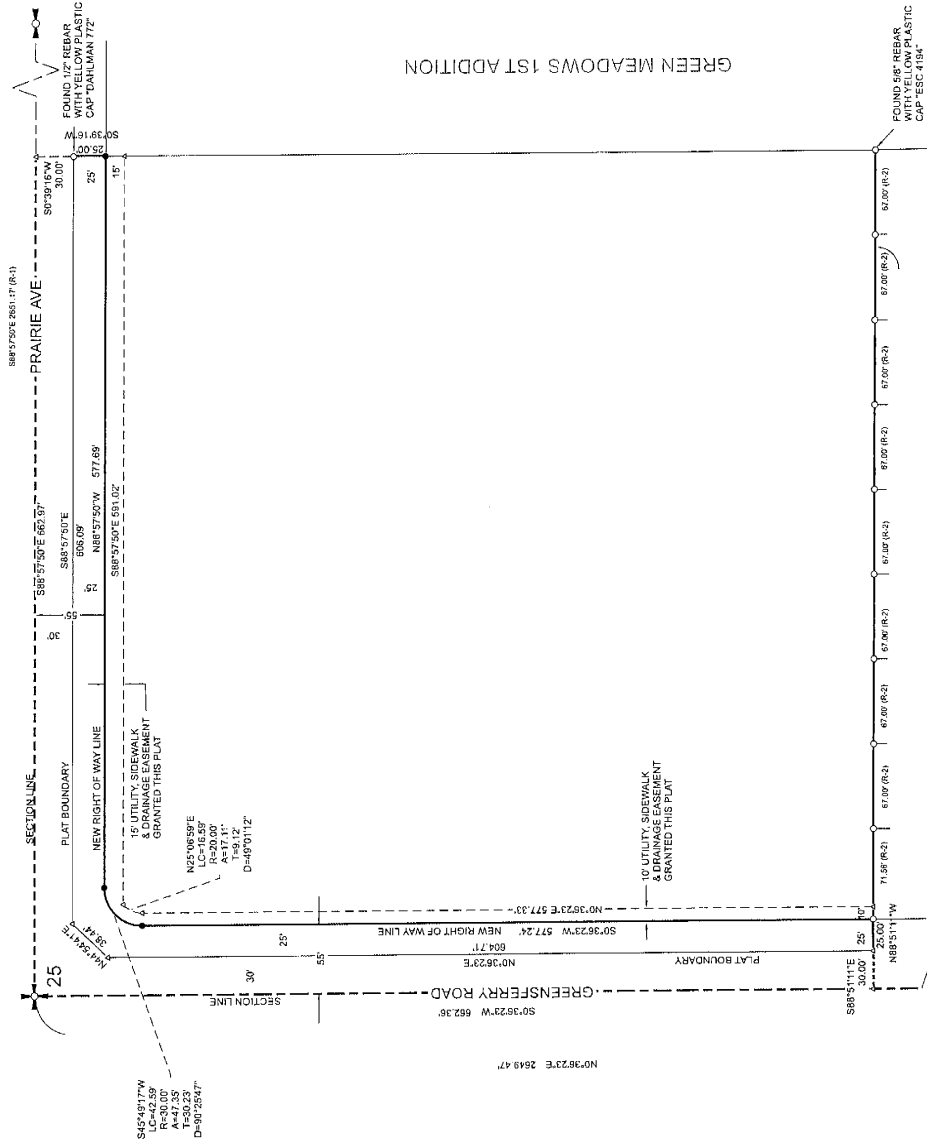
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.



Handwritten signature of Julie Hjelvik
Notary Public for the State of Idaho
Residing at: Medtner
Commission Expires: 9-28-2024

WELLSPRINGS ADDITION RIGHT OF WAY EXHIBIT

TRACT 8, POST FALLS IRRIGATED TRACTS,
SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 N.,
RANGE 5 W., B. M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



**NORTH ENGINEERING
& SURVEYING P.L.L.C.**
P.O. BOX 2486
POST FALLS, IDAHO 83420
(208) 756-6255
SHEET 1 OF 1

GRANT OF EASEMENT
Wellsprings Annexation
W. Prairie Ave. and N. Greensferry Rd
File No. ANNX-0001-2022

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

A PORTIION OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST QUARTER OF SAID SECTION 25, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 25 BEARS SOUTH 00° 36' 23" WEST, A DISTANCE OF 2649.47 FEET;
THENCE SOUTH 00° 36' 23" WEST ALONG THE WEST LINE OF SAID SECTION 25 A DISTANCE OF 662.36 FEET;
THENCE SOUTH 88° 51' 11" EAST, FOR A DISTANCE OF 55.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF GREENSFERRY ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT;
THENCE NORTH 00° 36' 23" EAST, A DISTANCE OF 577.24 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE NORTHERLY A DISTANCE OF 47.35 FEET ALONG THE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90° 25' 47" AND A CHORD BEARING OF NORTH 45°49'17" EAST A DISTANCE OF 42.59 FEET;
THENCE SOUTH 88° 57' 50" EAST TANGENT TO SAID CURVE, A DISTANCE OF 577.69 FEET;
THENCE SOUTH 0° 39' 16" WEST, FOR A DISTANCE OF 15.00 FEET;
THENCE NORTH 88° 57' 50" WEST, FOR A DISTANCE OF 591.02 FEET TO THE BEGINNING OF A CURVE;
THENCE WESTERLY A DISTANCE OF 17.11 FEET ALONG THE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 49° 01' 12" AND A CHORD BEARING SOUTH 25°06'59" WEST A DISTANCE OF 16.59 FEET;
THENCE SOUTH 00° 36' 23" WEST TANGENT TO SAID CURVE, A DISTANCE OF 577.33 FEET;
THENCE NORTH 88° 51' 10" WEST, FOR A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT, SAID PARCEL BEING 14878.77 SQFT OR 0.342 ACRES MORE OR LESS.
END OF DESCRIPTION.

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

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

In witness whereof, the Grantor has caused this instrument to be executed this 22ND day of ~~JUNE~~, 2022.

July

CITY OF POST FALLS

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

FIVEFOLD FOUNDATION MINISTRIES INC.

By

John DeVries
John DeVries, President

ACKNOWLEDGEMENTS

STATE OF IDAHO)
: ss
County of Kootenai)

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

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

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

STATE OF IDAHO)
:ss
County of Kootenai)

On this 22 day of July, 2022, before me, a Notary for the State of Idaho, personally appeared John DeVries, known, or identified to me to be the President of Fivefold Foundation Ministries, Inc., whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the corporation and that he was duly authorized by the corporation to execute the instrument on behalf of the corporation.

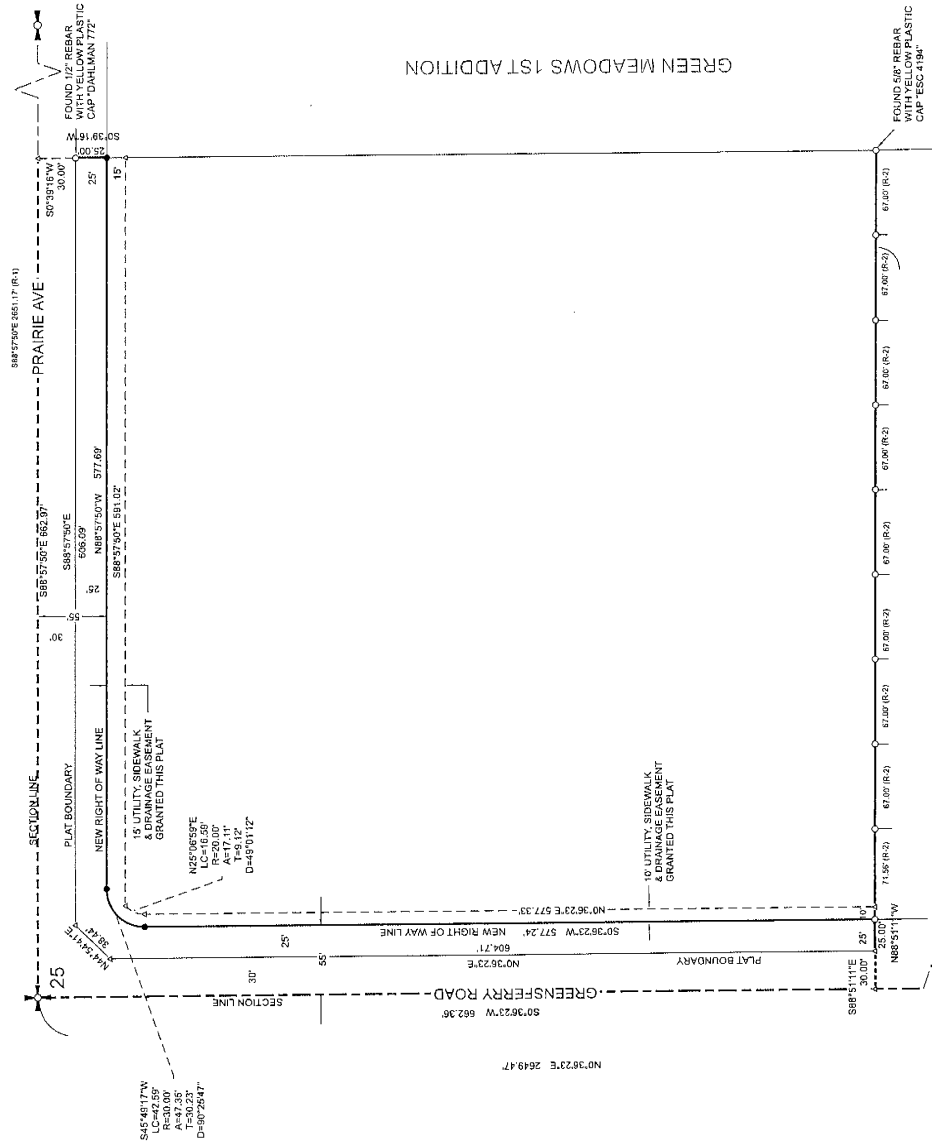
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.



[Signature]
Notary Public for the State of Idaho
Residing at: Medinow
Commission Expires: 9-28-2024

WELLSPRINGS ADDITION RIGHT OF WAY EXHIBIT

TRACT 8, POST FALLS IRRIGATED TRACTS,
SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 N.,
RANGE 5 W., B. M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



LEGEND	
●	Set 5/8" x 24" Rebar With Yellow Plastic Cap Marked "PLS 14220"
○	Quarter Corner
○	Found 5/8" Rebar With Yellow Plastic Cap "PLS 8962" Except as Noted
⊕	Section Corner
△	Calculated Point
POB	Point of Beginning



**NORTH ENGINEERING
& SURVEYING P.L.L.C.**
P.O. BOX 2486
POST FALLS, IDAHO 83450
(208) 755-8233
SHEET 1 OF 1

BASIS OF BEARING
THE BASIS OF BEARINGS FOR THIS PLAT IS N0728923E BETWEEN THE FOUND MONUMENTS AT THE WEST QUARTER CORNER AND THE NORTHWEST QUARTER CORNER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, B. M. PER RECORD OF SURVEY BOOK 27 PAGE 313 (P.1).

GREEN MEADOWS ADDITION

WEST 1/4 CORNER SECTION 25
FOUND 2 1/2" ALUM CAP PLS 8962
PLUS WITH PAVEMENT
NEW CURB TO BE SET

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 8/2/2022

DATE: 7/27/2022 11:05 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Wellsprings Master Development Agreement File No. SUBD-0001-2022

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, the City Council authorizes the mayor's signature on the Master Development Agreement for the Wellsprings Subdivision.

DISCUSSION:

The applicant(s) (Fivefold Foundation Ministries, Inc.) has requested to subdivide approximately 9-acres into 24 lots. The property is generally located at the southeast corner of W. Prairie Ave. and N. Greensferry Rd.

On April 12, 2022 a public hearing was held before the Planning & Zoning Commission. After receiving testimony and hearing the staff report, the Commission moved to approve the requested subdivision, contingent upon the Council decision of the Annexation which was approved on May 17, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

Planning and Zoning Commission moved to Approve on April 12, 2022.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**MASTER DEVELOPMENT AGREEMENT
FOR
Wellsprings Addition SUBDIVISION
(File No. SUBD-0001-2022)**

THE CITY OF POST FALLS, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and *Fivefold Foundation Ministries, Inc, 3683 E Mullan Ave., Post Falls, ID 83854*; 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** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a limited commercial and 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 **Wellsprings Addition Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, Exhibit A-4, File # SUBD-0001-2022, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit No.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, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop **Wellsprings Addition Subdivision** 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 **April 12, 2022** and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of Wellsprings Addition Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit No. 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 were 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 described as follows:

Tract 66, PLAT 5, Greenacres Irrigation District, according to the Official PLAT Thereof, Filed in Book “B” of PLATS, Page 70, Records of Kootenai County, State of Idaho

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 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 comments from the public, 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 approach, 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 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 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 the Planning and Building Director of the City.

DEVELOPER

**Rev. John Devries
Fivefold Foundation Ministries, Inc.
3683 E. Mullan Ave
Post Falls, ID 83854**

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-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 allowed to

withhold approval of issuance of building or construction permits when a material condition of default exists.

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, 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 hearing 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 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 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 the rights, duties and obligations conferred upon Developer pursuant to this Agreement be at any time so transferred or assigned except through a transfer of Developer's interest in the Property, or portion thereof transferred. This right to assign or transfer shall not compromise the rights of the City to require 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, so transferred arising subsequent to the effective date of such transfer (1) if Developer is not then in default under this Agreement; (2) Developer has provided to City notice of such transfer, and (3) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth; and (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all of the obligations of Developer under this Agreement with respect to the Property, or portion thereof, transferred, and if 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 or if surety is provided to guarantee performance. 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

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

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 Findings of Fact and Conclusions and or upon the face of the recorded plat). 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 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 **thirty (30)** pages, including the Recitals and 2 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 Site Plan of Record (Exhibit A-4, File No. SUBD-0001-2022, Post Falls Community Development Department records)

Exhibit 2: Reasoned Decision, Wellsprings Addition Subdivision

10.3 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.

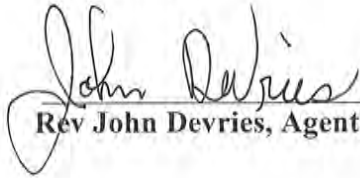
Executed this 22 day of July, 2022.

By: CITY OF POST FALLS, a Municipal Corporation

Ronald G Jacobson, Mayor

Shannon Howard, City Clerk

By: Owner



Rev John Devries, Agent, Fivefold Foundation Ministries, Inc.

ACKNOWLEDGMENT

STATE OF IDAHO)
:SS
County of Kootenai)

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

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

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


ACKNOWLEDGMENT

STATE OF Idaho)
:SS
County of Kootenai)

On this 22 day of July, 2022, before me, a Notary for the State of Idaho, personally appeared **Rev John Devries, Fivefold Foundation Ministries, Inc**, known, or identified to me to be the company whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

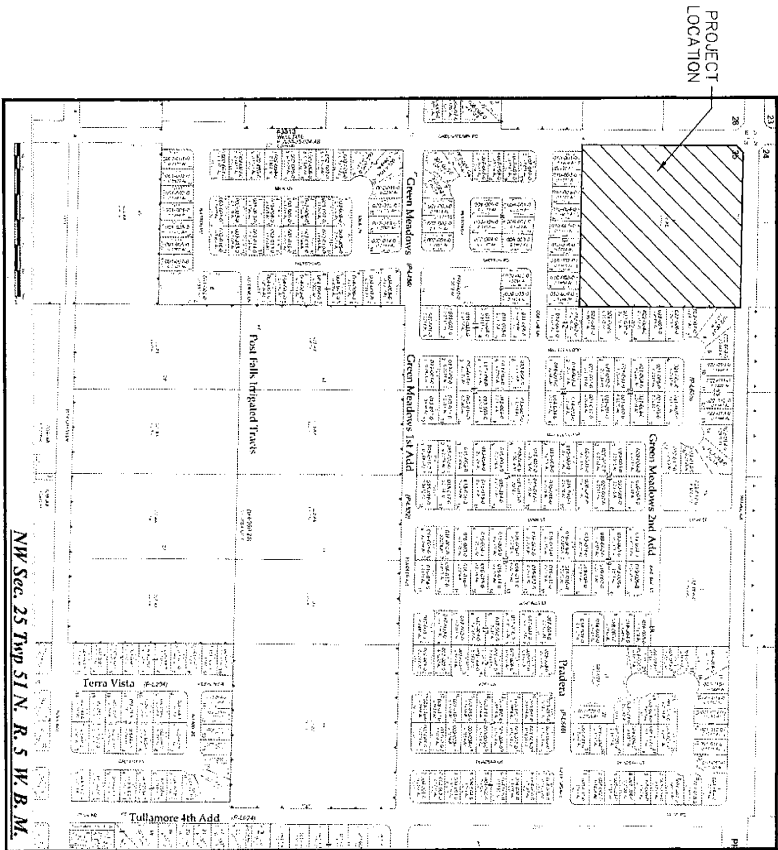
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.




Notary Public for the State of Idaho
Residing at: Medhurst
Commission Expires: 9-28-2024

WELLSPRINGS ADDITION SUBDIVISION IMPROVEMENT PLANS

LOCATED IN NW 1/4 NW 1/4 NW 1/4 SECTION 25, T51N, R51W, B.M.,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



PROJECT LOCATION

VICINITY OVERVIEW

SUBDIVISION DATA SUMMARY:
 Site Acreage: 9.194 Acres
 ROW Dedication: 69864.996 SF (1.6 Acre)
 Number of Lots: 24
 Density: 2.6 Lots/Acre
 Largest Lot: 129,207 SF (2.966 Acres)
 Smallest Lot: 7,195 SF (0.165 Acre)

VERTICAL DATUM:
 NAVD88

SHEET INDEX

- 1 - TITLE/VICINITY MAP
- 2 - EXISTING CONDITION OVERVIEW
- 3 - PROPOSED IMPROVEMENT OVERVIEW
- 4 - PLAN/PROFILE - GREENSPERRY ROAD
- 5 - PLAN/PROFILE - PRAIRIE AVE
- 6 - PLAN/PROFILE - SALVACION CT - STA 0+00 - STA 5+00
- 7 - PLAN/PROFILE - SALVACION CT - STA 5+00 - STA 8+20
- 8 - LANDSCAPING OVERVIEW
- 9 - DETAILS - STREETS, SEWER
- 10 - DETAILS - WATER
- 11 - NOTES - GENERAL, STREETS & SEWER
- 12 - NOTES - WATER, DRAINAGE & GRADING

OWNER/DEVELOPER:
 FIVEFOLD FOUNDATION MINISTRIES INC.
 P.O. BOX 457
 POST FALLS, ID 83877

PROPOSED ZONE:
 LC (CHURCH LOT)
 R2 (RESIDENTIAL LOTS)

1 CHURCH LOT
 19 SINGLE FAMILY DETACHED LOTS
 4 DUPL EX LOTS
 TOTAL: 24 LOTS

LEGAL DESCRIPTION
 POST FALLS IRR TRS., TR 8 BLK 25
 EX. RW 25
 T 51 N, R 5 W, B.M.

811: CALL BEFORE YOU DIG

NOTE: THIS SET OF PLANS HAS A VET STAMP
 SIGNED AND SEALED. ORIGINAL STAMPED
 DOCUMENTS ARE AVAILABLE FOR INSPECTION
 UPON REQUEST.



NO.	DATE	DESCRIPTION	BY

WELLSPRINGS ADDITION
 SUBDIVISION IMPROVEMENT PLANS

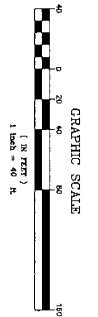
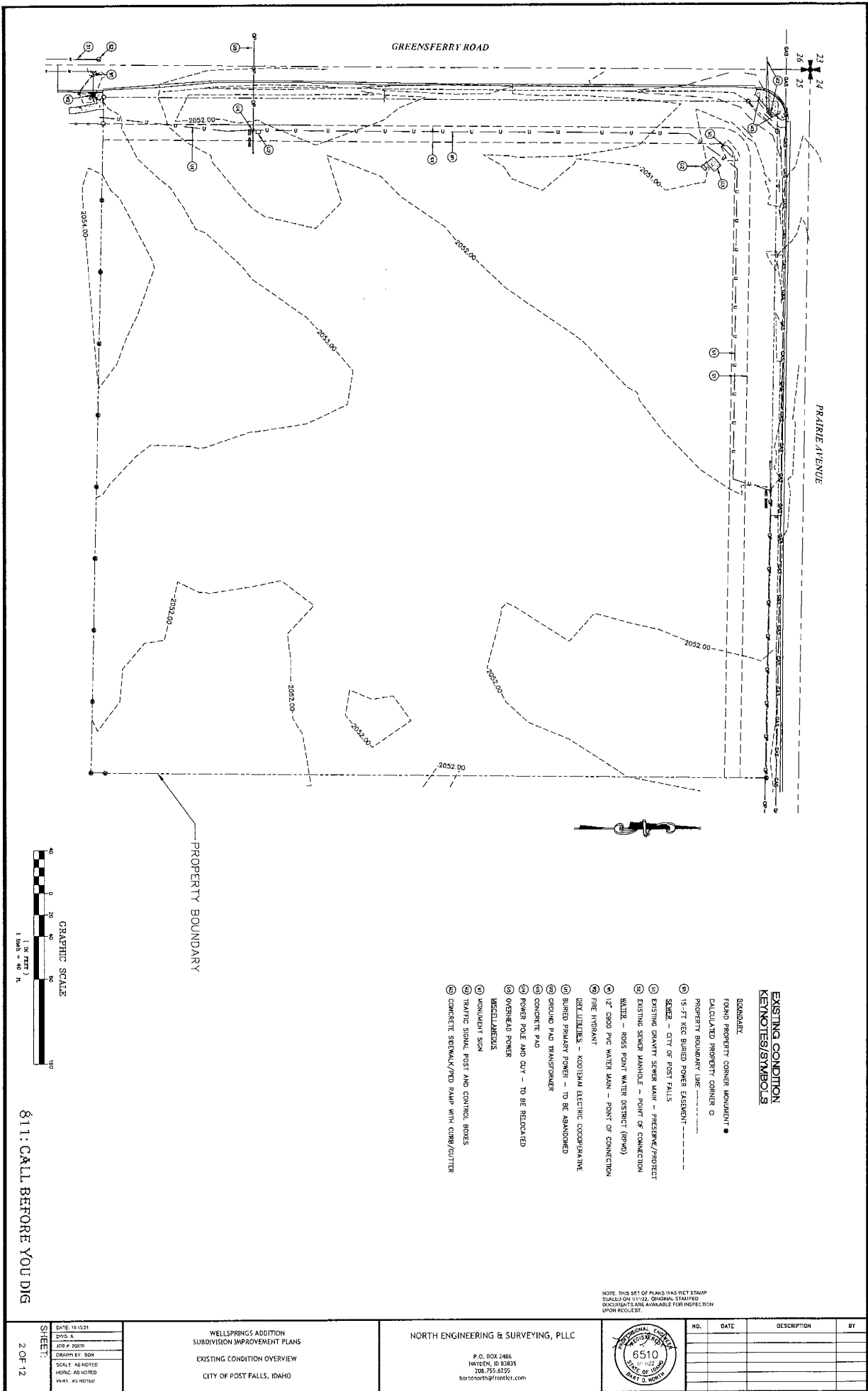
TITLE SHEET / VICINITY MAP
 CITY OF POST FALLS, IDAHO

DATE: 10-19-21
 DWTG: X
 JOB #: 20030
 DRAWN BY: RON
 SCALE AS NOTED
 HORIZ AS NOTED
 VERT AS NOTED

1 OF 12

NORTH ENGINEERING & SURVEYING, PLLC

P.O. BOX 2486
 HAVERLY, ID 83825
 208.755.6255
 ba@northsurvey.com



PROPERTY BOUNDARY

- EXISTING CONDITION**
KEYNOTES/SYMBOLS
- BOUNDARY
 - FOUND PROPERTY CORNER MONUMENT ●
 - CALCULATED PROPERTY CORNER ○
 - PROPERTY BOUNDARY LINE - Dashed line
 - 15-FT KEEB BURIED POWER EXEMPT - Dashed line
 - SEWER - CITY OF POST FALLS
 - EXISTING GRAVITY SEWER MAIN - PRESERVE/PROTECT
 - EXISTING SEWER MANHOLE - POINT OF CONNECTION
 - WATER - ROSS POINT WATER DISTRICT (RPWD)
 - 12" CS90 PVC WATER MAIN - POINT OF CONNECTION
 - FIRE HYDRANT
 - UTILITY LINES - KOOTENAI ELECTRIC COOPERATIVE
 - BURIED PRIMARY POWER - TO BE ABANDONED
 - GROUND PAD TRANSFORMER
 - CONCRETE PAD
 - POWER POLE AND CUT - TO BE RELOCATED
 - OVERHEAD POWER
 - MISCELLANEOUS
 - MONUMENT SIGN
 - TRAFFIC SIGNAL POST AND CONTROL BOXES
 - CONCRETE SIDEWALK/VEH RAMP WITH CURB/CUTTER

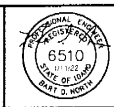
NOTE: THIS SET OF PLANS WAS WET STAMP
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DOCUMENTS NOT AVAILABLE FOR INSPECTION
UPON REQUEST.

811: CALL BEFORE YOU DIG

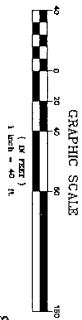
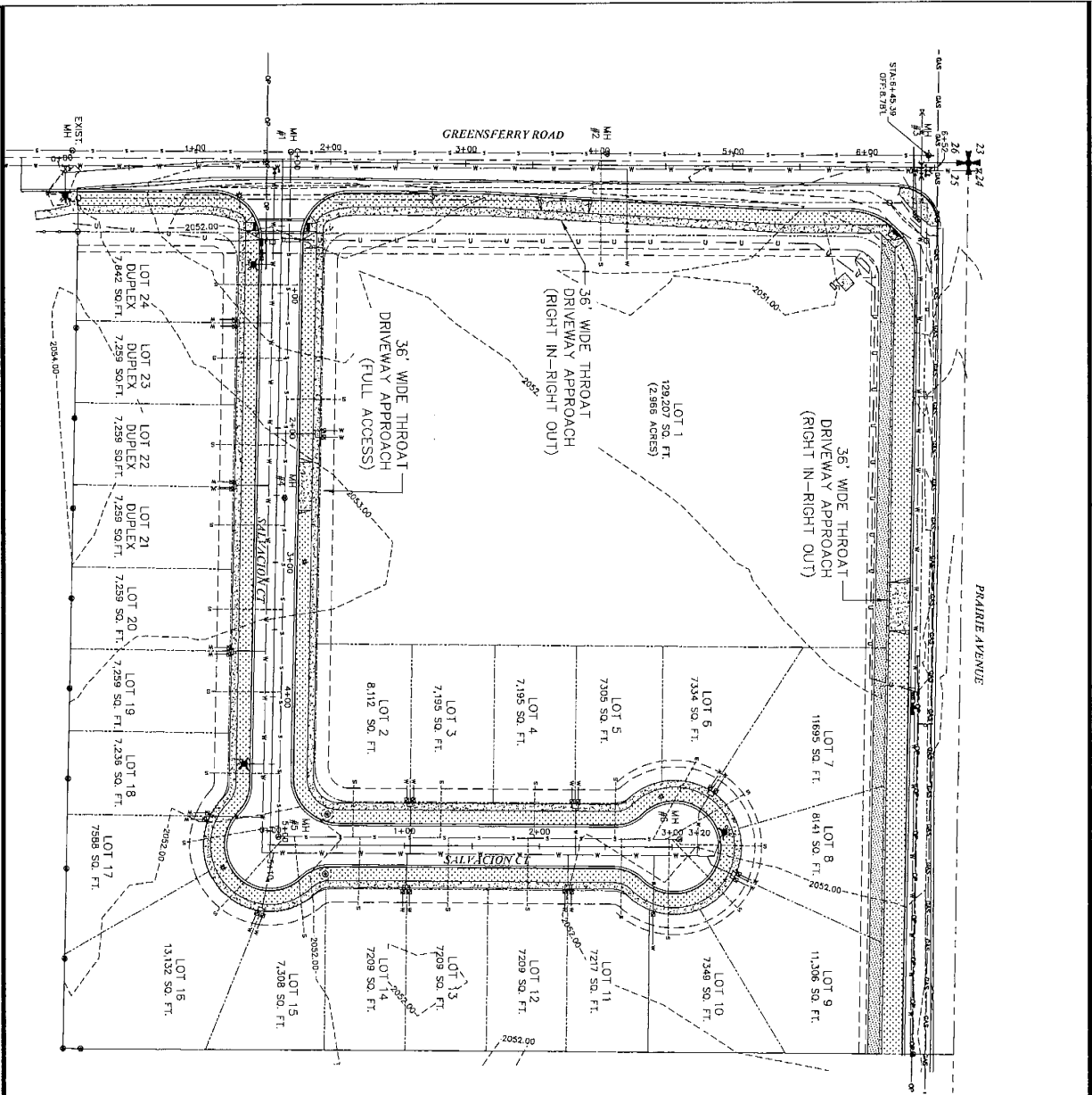
DATE: 10/12/21
DRAWN BY: K
CHECKED BY: K
DATE: 11/17/22
SCALE: AS NOTED
TITLE: AS NOTED
PROJECT: AS NOTED
CLIENT: AS NOTED

WELLSPRINGS ADDITION
SUBDIVISION IMPROVEMENT PLANS
EXISTING CONDITION OVERVIEW
CITY OF POST FALLS, IDAHO

NORTH ENGINEERING & SURVEYING, PLLC
P.O. BOX 2486
HAILEY, ID 83435
208.755.6255
bartonorth@frontier.com



NO.	DATE	DESCRIPTION	BY

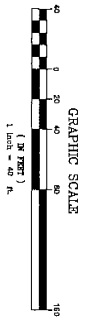


- PROPOSED IMPROVEMENT**
KEYNOTES/SYMBOLS
- BOUNDARY
 - PROPOSED LOT LINE
 - 10-FT UTILITY/DRAINAGE EASEMENT
 - SEWER - CITY OF POST FALLS
 - 8" GRANITE SEWER MAN
 - STANDARD SEWER MANHOLE
 - WATER - ROSS POINT WATER DISTRICT (RPWD)
 - 12" CS90 PVC WATER MAIN - PRAIRIE AVE AND GREENSFERRY RD
 - 12" CROSS WITH DATE VALVES - ALL BRANCHES
 - 8" CS90 PVC WATER MAIN
 - FIRE HYDRANT
 - METERED WATER SERVICE
 - DEBRISAGE
 - 800 GALON DRINKWELL
 - DET. LIGHTS - KOOTENAI ELECTRIC COOPERATIVE
 - 6" COBRA HEAD STREET LIGHT
 - TOWN AND COUNTRY STREET LIGHT
 - SQUARE
 - STREET/STOP SIGN WITH STOP BAR
 - "NO OUTLET" SIGN
 - SPEED LIMIT 25 MPH SIGN

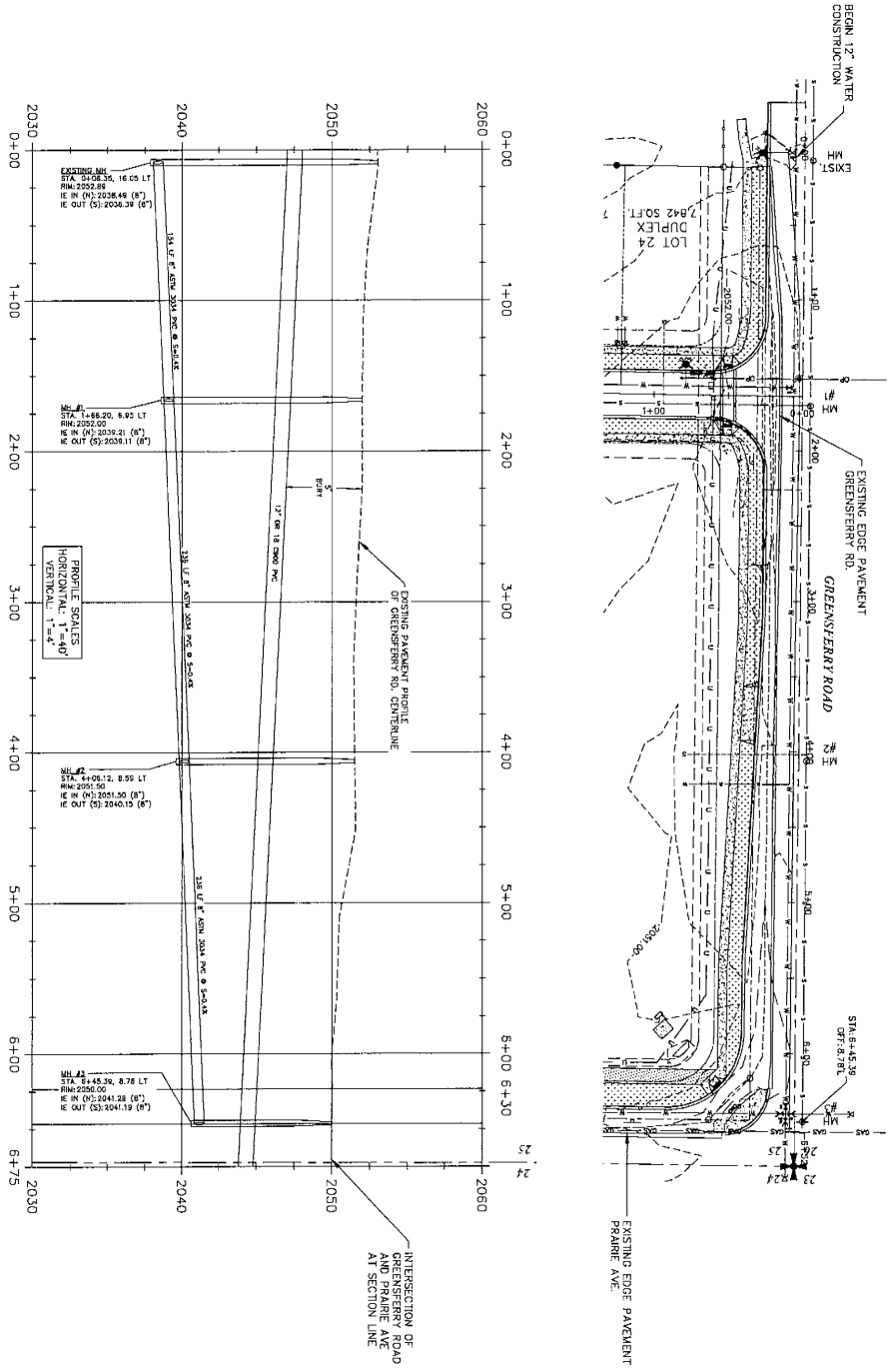
NOTE: THIS SET OF PLANS HAS BEEN STAMPED
SEALED ON 8/11/22. ORIGINAL STAMPED
DOCUMENTS ARE AVAILABLE FOR INSPECTION
UPON REQUEST.

811: CALL BEFORE YOU DIG

DATE: 10/19/21 EDRP A JOB # 20200 DRAWN BY: BOB SCALE AS NOTED WORK ASSIGNED VERT. AS NOTED	WELLSPRINGS ADDITION SUBDIVISION IMPROVEMENT PLANS PROPOSED IMPROVEMENT OVERVIEW CITY OF POST FALLS, IDAHO		NORTH ENGINEERING & SURVEYING, PLLC P. O. BOX 2485 HAVERHILL, ID 83435 208.755.6255 ba@northeng.com			<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY																
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SHEET: 3 OF 12	6510 10/19/22 BOB																									



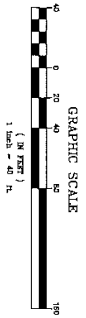
GREENSFERRY ROAD PLAN & PROFILE



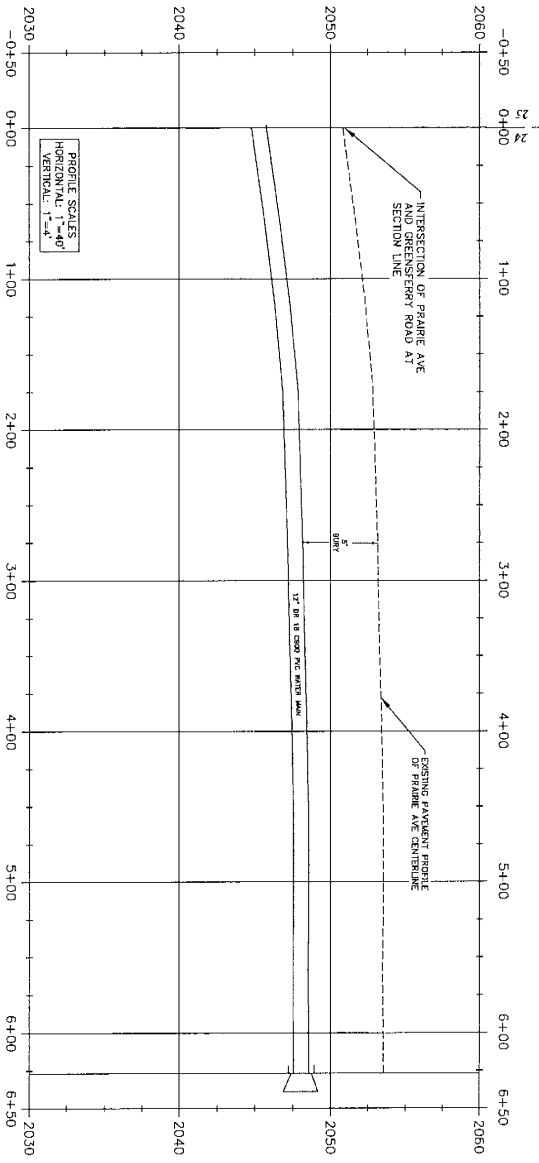
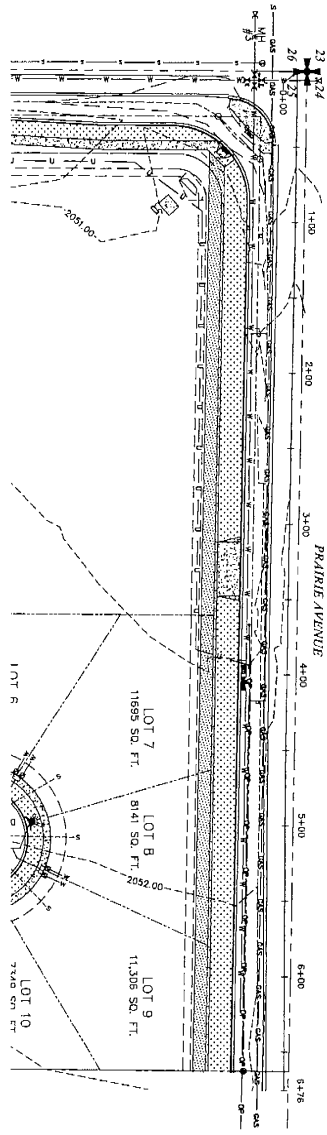
§11: CALL BEFORE YOU DIG

NOTE: THIS SET OF PLANS HAS NOT BEEN STAMPED OR SEALED. ORIGINAL STAMPED DOCUMENTS ARE AVAILABLE FOR INSPECTION UPON REQUEST.

SHEET: 4 OF 12	DATE: 10-15-21 DWG. NO.: 2020 TOWN/PROJECT: 2020 SCALE: AS NOTED NORTH: AS NOTED VLR1: AS NOTED	WELLSPRINGS ADDITION SUBDIVISION IMPROVEMENT PLANS GREENSFERRY RD PLAN/PROFILE CITY OF POST FALLS, IDAHO	NORTH ENGINEERING & SURVEYING, PLLC P.O. BOX 2496 HARVON, ID 83835 208.755.6255 bart@northsurvey.com		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 60%;">DESCRIPTION</th> <th style="width: 20%;">BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY												
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PRAIRIE AVENUE PLAN & PROFILE

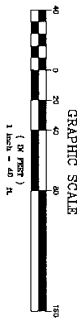


PROFILE SCALES
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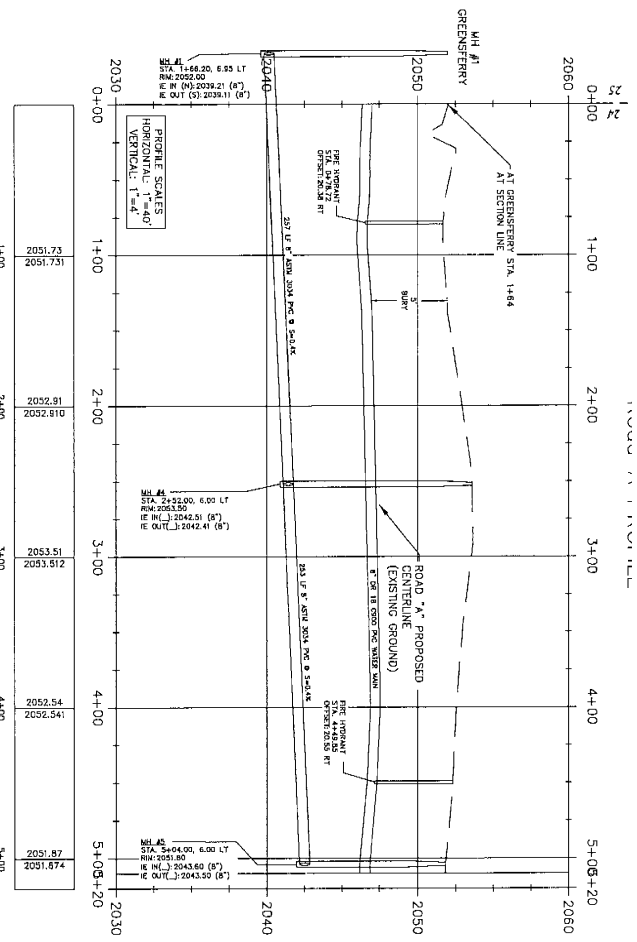
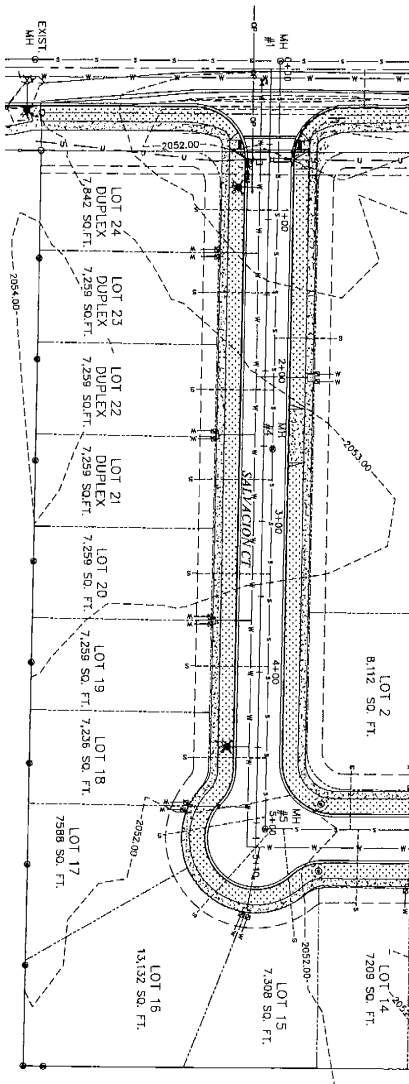
NOTE THIS SET OF PLANS HAS/VEET STAMP
SEALED ON 11/07, ORIGINAL STAMPED
DOCUMENTS ARE AVAILABLE FOR INSPECTION
UPON REQUEST.

811: CALL BEFORE YOU DIG

SHEET: 5 OF 12	DATE: 10/15/21	WELL SPRINGS ADDITION SUBDIVISION IMPROVEMENT PLANS PRAIRIE AVENUE PLAN/PROFILE CITY OF POST FALLS, IDAHO	NORTH ENGINEERING & SURVEYING, PLLC P.O. BOX 2486 HOSIEN, ID 83835 208.755.6155 barthort@frontier.com		NO.	DATE	DESCRIPTION	BY
	DATE: 10/15/21				NO.	DATE	DESCRIPTION	BY



ROAD "A" PLAN & PROFILE



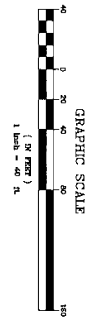
PROFILE SCALES
HORIZONTAL SCALE = 1" = 40'
VERTICAL SCALE = 1" = 4'

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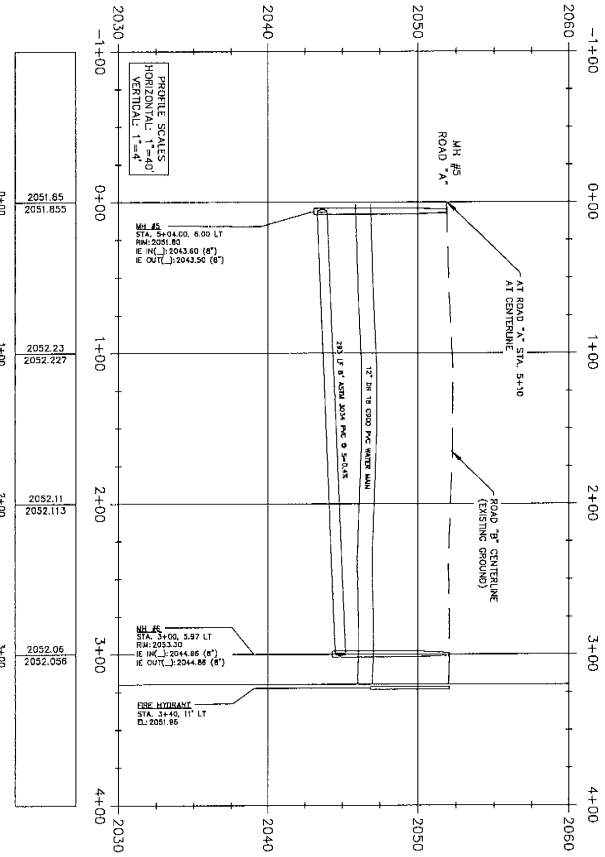
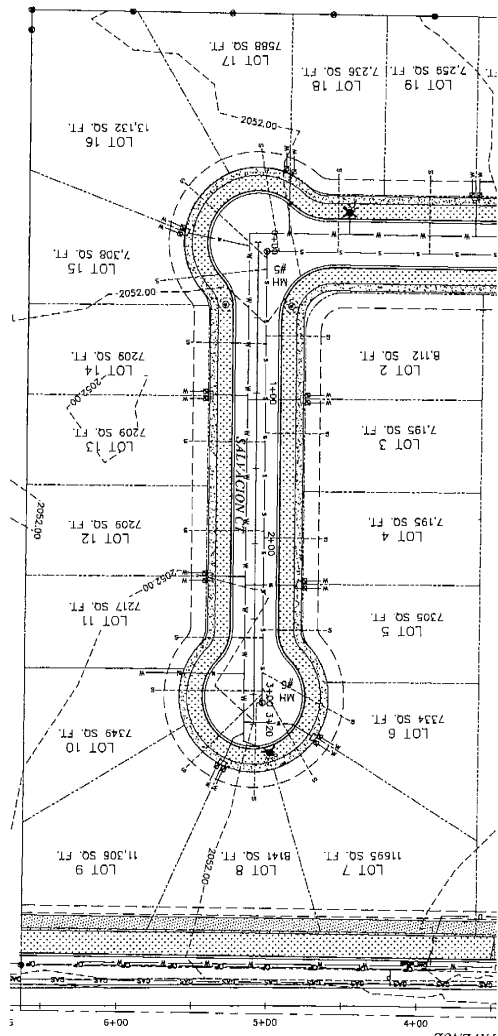
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NOTE: THIS SET OF PLANS WAS WET STAMP
SIGNED ON 11/12/2019. ORIGINAL STAMPED
DOCUMENTS ARE AVAILABLE FOR INSPECTION
UPON REQUEST.

SHEET: 6 OF 12	DATE: 10-15-21 DWG: A JOB #: 20030 DRAWN BY: ERM SCALE: AS NOTED HOLD: AS NOTED VERT: AS NOTED	WELLSPRINGS ADDITION SUBDIVISION IMPROVEMENT PLANS SALVACION CT PLAN/PROFILE STA 0+00 - STA 5+00 CITY OF POST FALLS, IDAHO	NORTH ENGINEERING & SURVEYING, PLLC P.O. BOX 2486 HAIDICH, ID 83835 208.755.6255 barthortng@earthlink.net		<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY												
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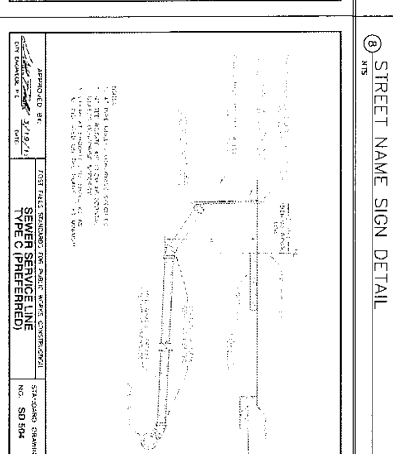
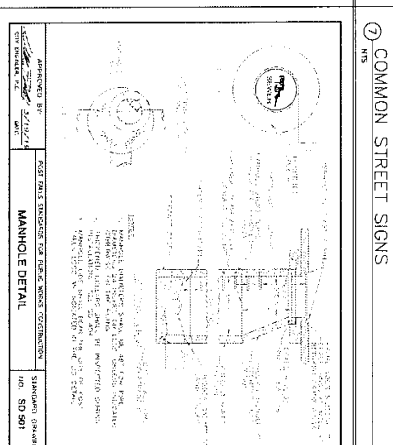
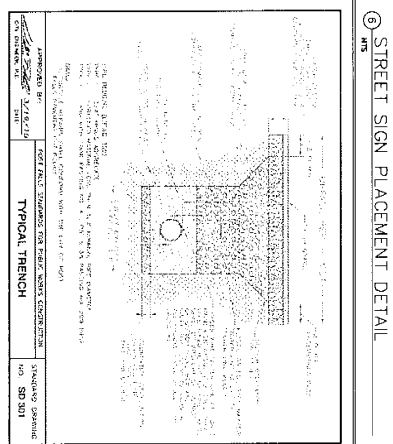
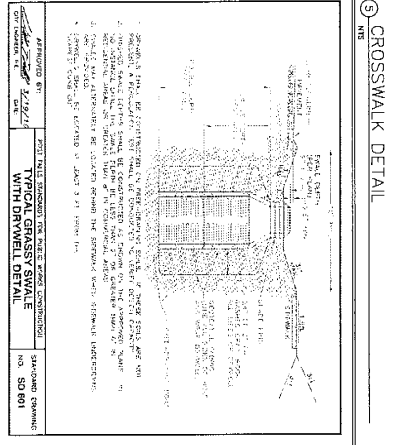
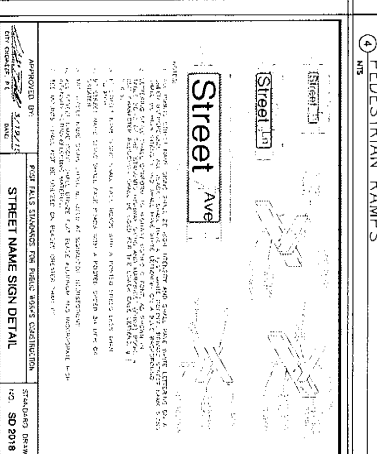
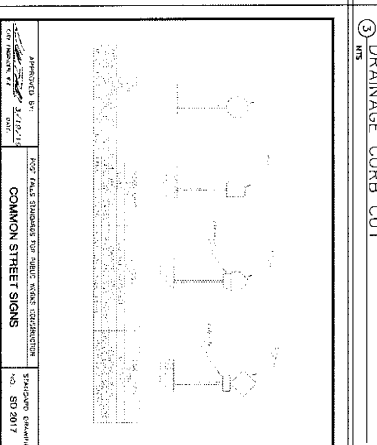
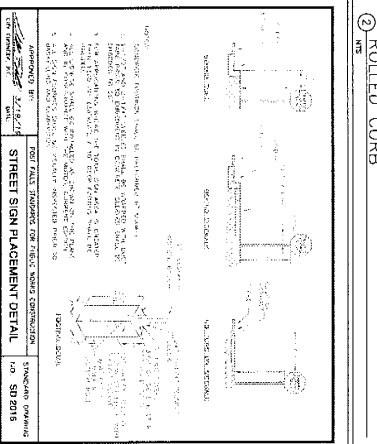
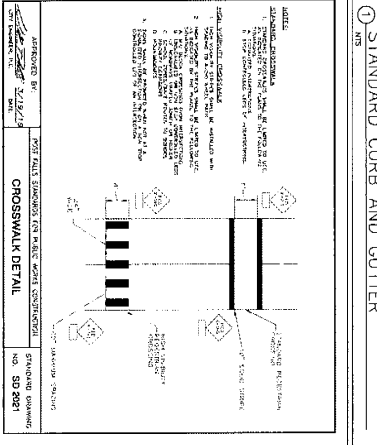
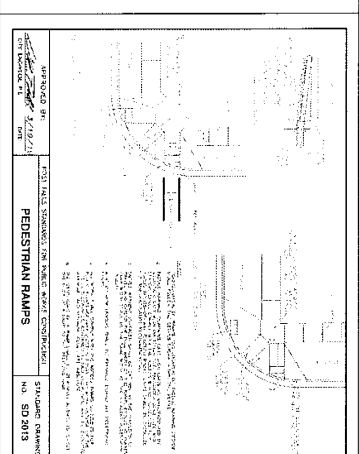
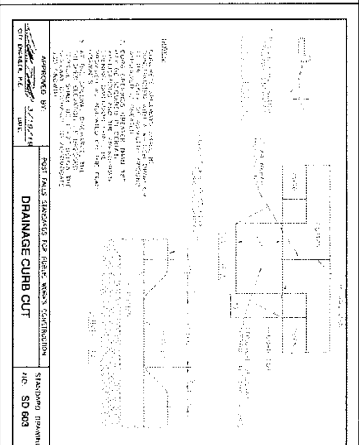
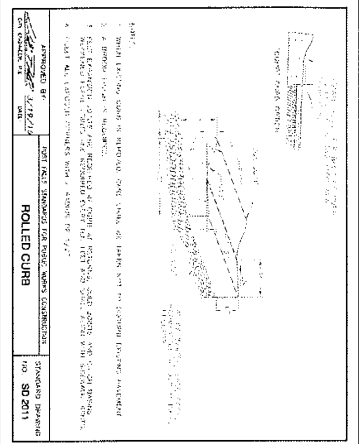
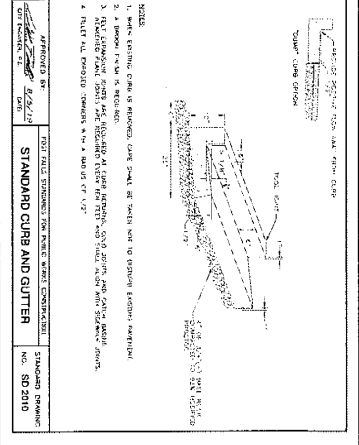
ROAD "B" PLAN & PROFILE



§11: CALL BEFORE YOU DIG

NOTE: THIS SET OF PLANS HAS BEEN STAMPED AND SEALED IN ACCORDANCE WITH IDAHO RULES AND REGULATIONS. ORIGINAL STAMPED DOCUMENTS ARE AVAILABLE FOR INSPECTION UPON REQUEST.

SHEET:	DATE: 10/15/21	WELLSPRINGS ADDITION SUBDIVISION IMPROVEMENT PLANS	NORTH ENGINEERING & SURVEYING, PLLC		REVISIONS			
					NO.	DATE	DESCRIPTION	BY
7 OF 12	10/15/21	SALVACION CT PLAN/PROFILE STA 5+00 - STA 8+20	P.O. BOX 2485 HAILEN, ID 83855 208.755.6255 bart@north-engineering.com					



DATE: 10/19/21
 TRNG: X
 JOB #: 2020
 DRAWN BY: EBY
 SCALE: AS NOTED
 PRINTED: AS NOTED
 VERT: AS NOTED

9 OF 12

WELLSPRINGS ADDITION
 SUBDIVISION IMPROVEMENT PLANS
 CITY OF POST FALLS STANDARD DETAILS
 CITY OF POST FALLS, IDAHO

NORTH ENGINEERING & SURVEYING, PLLC
 P.O. BOX 2486
 HAYDEN, ID 83635
 208.755.6255
 bart@northes.com



NO.	DATE	DESCRIPTION	BY

ROSS POINT WATER SPECIFICATIONS

GENERAL

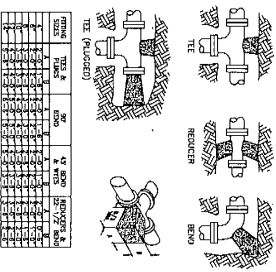
THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FOLLOWING FINAL APPROVAL OF THE DISTRICT. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT.

PERMITS, FEES & TAXES
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT.

REQUIREMENTS FOR PIPE
 ALL PIPE SHALL BE AS SPECIFIED IN THE DISTRICT SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT.

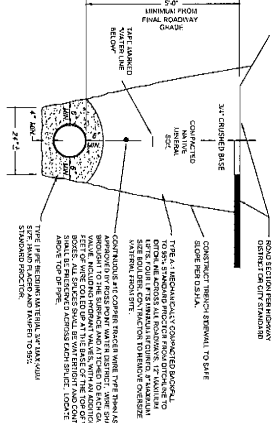
CONNECTIONS
 ALL CONNECTIONS SHALL BE MADE IN ACCORDANCE WITH THE DISTRICT SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT.

CONTRACTOR SHALL NOTIFY THE DISTRICT AT LEAST 48 HOURS PRIOR TO CONNECTION TO THE MAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE DISTRICT.

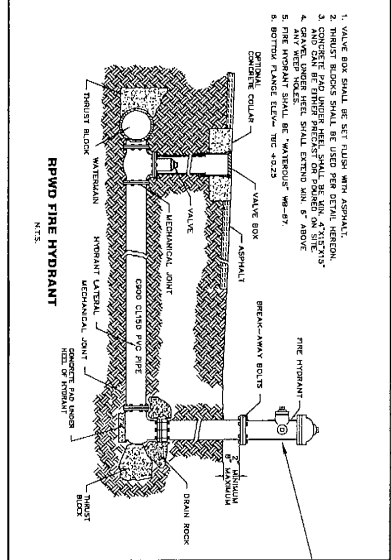


PIPE SIZE	PIPE TYPE	PIPE MATERIAL	PIPE WEIGHT	PIPE LENGTH	PIPE WEIGHT
12"	12"	12"	12"	12"	12"
18"	18"	18"	18"	18"	18"
24"	24"	24"	24"	24"	24"
30"	30"	30"	30"	30"	30"
36"	36"	36"	36"	36"	36"
42"	42"	42"	42"	42"	42"
48"	48"	48"	48"	48"	48"
54"	54"	54"	54"	54"	54"
60"	60"	60"	60"	60"	60"
66"	66"	66"	66"	66"	66"
72"	72"	72"	72"	72"	72"
78"	78"	78"	78"	78"	78"
84"	84"	84"	84"	84"	84"
90"	90"	90"	90"	90"	90"
96"	96"	96"	96"	96"	96"
102"	102"	102"	102"	102"	102"
108"	108"	108"	108"	108"	108"
114"	114"	114"	114"	114"	114"
120"	120"	120"	120"	120"	120"

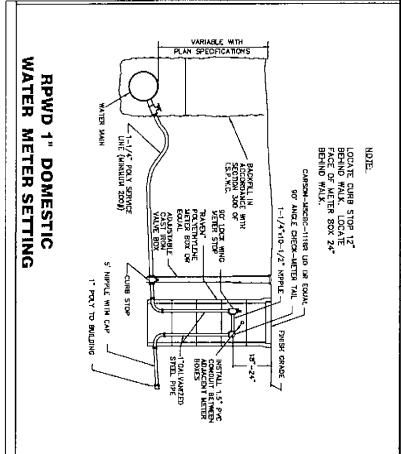
① THRUST BLOCK DETAIL



② WATER TYPICAL TRENCH



NOTE: PROVIDE HYDRANT WITH 5" STORTZ ADAPTOR



④ WATER SERVICE METER BOX DETAIL

NOTE: THIS SET OF PLANS WAS NOT STAMPED OR SEALED IN ACCORDANCE WITH THE DISTRICT SPECIFICATIONS. ORIGINAL SETTING DOCUMENTS ARE AVAILABLE FOR INSPECTION UPON REQUEST.



NO.	DATE	DESCRIPTION	BY

GENERAL

- 1. All work shall conform to the "Indiana Standards For Public Works Construction and Specifications" in the case of conflict, the most stringent standard shall apply.
2. No revisions shall be made to these plans without the approval of the City Engineer. All proposed revisions shall be submitted by the Engineer of Record for review and approval by the City.
3. No revision shall be made to the City Standard Drawings or Notes without the approval of the City Engineer. All proposed revisions shall be submitted by the Engineer of Record for review and approval by the City.
4. All safety standards and requirements shall be the responsibility of the Contractor and compliance shall be verified by the City.
5. Existing utilities shall be located by sounding CALL BEFORE YOU DIG at all depths to the appropriate utility companies prior to starting work near any utilities and shall coordinate their work with company representatives.
6. Work shall not begin until a permit and notice to proceed is issued by the City.
7. The Contractor shall notify the City Engineering Inspector at least 48 hours prior to starting work or proceeding with new phases of construction. All inspections shall be scheduled with a minimum 24-hour notice prior to testing.
8. An approved set of movement plans shall be kept on the job site at all times.
9. The Contractor shall maintain the streets, sidewalks, and all other public right-of-way in a clean, safe and usable condition. All soil, rock or debris shall be removed from the site immediately after construction is completed during construction, and upon completion of the project. All adjacent property, private or public, shall be maintained in a clean, safe and usable condition prior to commencement of grading operations.
10. Existing property owners or emergency services shall be protected during the construction of the project. The Contractor shall be responsible for the State of Indiana, prior to this acquisition.
11. Tests not identified for removal shall be preserved or provided in an approved manner prior to commencement of grading operations.
12. The Engineer of Record shall verify the adequacy of erosion and sedimentation control measures prior to the start of construction, and an Erosion Control Plan shall be submitted to the City.

STREETS

- 1. All fit placed within the roadway prism shall be compacted to 95% of the modified proctor, with the exception of the top 12 inches of sub-grade shall be compacted to 95% of the modified proctor (ASTM D-1557).
2. Prior to fit place the material, the following shall be completed:
A. All utility adials shall be labeled, marked and approved.
B. The Engineer of Record shall verify and provide copies of completion list returns to the City Engineer, for all trenches and sub-grade.
C. The line and grade of the sub-grade shall be labeled and approved.
D. A proposal of fit sub-grade shall be prepared and approved by the City Engineer and the City Engineering Inspector.
E. Obtain authorization from the Engineer of Record and City Engineering Inspector to proceed with placement of base material. The City Engineering Inspector shall be notified at least 24 hours prior to placement of base material.
3. Concrete aggregate base shall conform to the State Standard for Road Materials as follows:
A. Roadway - 67% modified proctor.
B. Curb base and driveway approaches - 82% modified proctor.
C. Sidewalks or trails - 95% modified proctor.
4. The Engineer of Record shall verify and provide completion test results for base material to the City Engineer.
A. All utility shall be adjusted to grade and indicated collars installed.
B. Color characterization from the Engineer of Record and City Engineer to be verified at least 24 hours prior to placement of sub-grade material.
5. Asphalt pavement shall conform with Idaho Transportation Department (ITD) specifications for Subgrade, Pavement shall be SP7 PG 58-28 with 1/2" max. aggregate and a section greater than 3" shall be placed with multiple lifts. Maximum lift thickness of 1.5" and maximum thickness of 3".
6. All improvements shall be placed or marked in a manner satisfactory to the City Engineer. This includes all utility conduits and necessary sign during construction, sidewalks, ramps, aprons, concrete or other paving.
7. All excavations shall be backfilled and compacted in layers of not more than 6" and 100% compaction shall be verified by the City Engineering Inspector.
8. All operations conducted on the premises shall be restricted to the hours between 6:00 a.m. and 10:00 p.m., unless otherwise approved by the City.
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SANITARY SEWER

- 1. Sanitary sewer mains up to 16-inch diameter shall be PVC, ASTM D 3034, Schedule 35, with double gasketed joints. Sewer service connections shall be 12-inch diameter and shall be made of the same material as the main. All sanitary sewer mains shall be installed above the spring line of the pipe. Service connections less than 6" shall be installed above the spring line of the pipe. Service connections less than 6" shall be installed above the spring line of the pipe. Service connections less than 6" shall be installed above the spring line of the pipe.
2. From manhole shall be labeled with the following information and flags: Manhole Number, Main Size, Main Material, Main Depth, Main Invert, Main Slope, Main Direction, Main Location, Main Owner, Main Date Installed, Main Condition, Main Remarks.
3. Sewer service shall be installed in accordance with the City of Post Falls Public Works Department.
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DATE: 10/15/21
FIG. X
SCALE: AS NOTED
11 OF 12

WELLSPRINGS ADDITION
SUBDIVISION IMPROVEMENT PLANS
CITY OF POST FALLS CONSTRUCTION NOTES
CITY OF POST FALLS, IDAHO

NORTH ENGINEERING & SURVEYING, PLLC
P.O. BOX 3486
HAYDEN, ID 83435
208.755.6255
bill@northengineer.com



Table with 4 columns: NO., DATE, DESCRIPTION, BY.

STORM DRAINAGE

1. Temporary erosion control and siltation pollution measures shall be installed, in accordance with the approved erosion control plan, prior to the start of construction. Erosion control measures shall be installed, throughout the construction process. At no time, will site erosion be allowed to occur from an existing or newly installed facility.
2. Swales within areas of mass grading shall be staked a minimum of 24 hours prior to grading, and the installation of curb and gutter.
3. All outside areas shall receive a minimum finish covering of top soil and be installed in accordance with the approved erosion control plan. The erosion control plan shall be approved by the City Engineer. Sodded areas will not be accepted until the roots have taken hold.
4. Curb shall be installed to prevent runoff of the sub-grade, in the grade of the gutter. The gutter shall be installed in accordance with the approved erosion control plan. The gutter shall be installed in accordance with the approved erosion control plan. The gutter shall be installed in accordance with the approved erosion control plan.
5. Topsoil placed within the swales shall be free draining, and placed at a depth greater than 18 inches and 18" from the gutter. All concrete systems, including gutter, shall be installed in accordance with the approved erosion control plan. The gutter shall be installed in accordance with the approved erosion control plan. The gutter shall be installed in accordance with the approved erosion control plan.
6. Dyes will be installed to the swales indicated on the plans. The dye cut shall be finished top soil adjacent to the dyed area shall be at least 24 inches below the dyed area.
7. Grass stabilization areas shall be hydro seeded with 50 lb. / 1,000 square feet, consisting of a mixture with equal portions of Canada Bluegrass, Crested Wreathgrass, and Kentucky Bluegrass. The seed shall be applied in accordance with the manufacturer's specifications and shall be watered daily for the first 14 days after seeding.
8. All sewer manholes shall be installed in accordance with ISPM, Section 501.
9. Storm sewer pipes and dyes shall be supported a minimum of 10 feet from the gutter. The gutter shall be installed in accordance with the approved erosion control plan. The gutter shall be installed in accordance with the approved erosion control plan. The gutter shall be installed in accordance with the approved erosion control plan.
10. Flood testing of all sewers shall be conducted prior to final acceptance if required by the City Engineer.

MASS GRADING AND GEOTECHNICAL NOTES

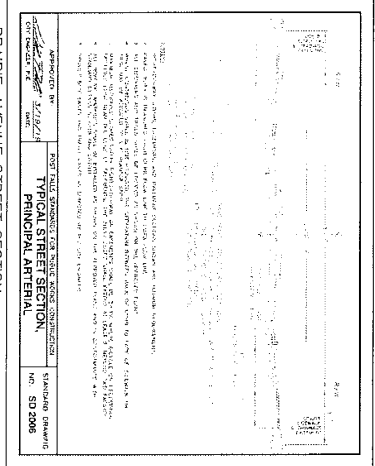
1. All cut and fill shall be confined to the limits indicated within the approved grading plan.
2. The contractor shall insure that all temporary slopes are stable and that appropriate erosion measures are in place and maintained.
3. Geotechnical or geotechnical geologic conditions shall be reported to the City Engineer for approval and recommendations.
4. All geotechnical or geotechnical geologic conditions shall be reported to the City Engineer for approval and recommendations.
5. All mass grading shall be monitored, tested, and certified by a Licensed Professional Engineer (Geotechnical Engineer).
6. Construction is to notify the Geotechnical Engineer, the Engineer of record and the City Engineer prior to the start of each and every start of grading and every time the Contractor is regrading grading inspection from the previous grading. The Contractor shall provide the Geotechnical Engineer with a copy of the report of the Geotechnical Engineer and a copy of the report of the City Engineer. The Contractor shall provide the Geotechnical Engineer with a copy of the report of the City Engineer.
7. All areas shall be riprapped if erosion, top soil and any equipment. If in addition to all haul, station, and road. Grate disposal of organic materials is not allowed. The Geotechnical Engineer shall review and approve all disposal areas shall be identified and approved.
8. Fills shall consist of well graded sand and gravel, with a maximum particle size of 3/4 inches, and no more than 20% passing the No. 200 sieve. The Geotechnical Engineer shall pre-approve all disposal areas.
9. Brakes and cables greater than 6 inches diameter in the extension to a depth of at least 4 inches below surface shall be removed.
10. All fill material shall be placed or reworked to within 2% of the optimum moisture content and maximum dry density as determined by ASTM D-1557, ASTM D-1585, with the 100 # sieve with a maximum gradation permitted to 95% of the maximum dry density. The Contractor shall provide the Geotechnical Engineer with a copy of the report of the City Engineer. The Contractor shall provide the Geotechnical Engineer with a copy of the report of the City Engineer.
11. Embankments shall not be constructed on frozen or snow-covered foundations, with the use of heavy machinery.
12. Earthquake resistant construction on slopes greater than 5 horizontal to 1 vertical (S:1) shall be required on undisturbed ground with horizontal benches of sufficient width to meet the project requirements of construction equipment.
13. The final limits of cut and fill shall be provided with the boundary irregularly. The Contractor shall provide the Geotechnical Engineer with a copy of the report of the City Engineer. The Contractor shall provide the Geotechnical Engineer with a copy of the report of the City Engineer.
14. In the event that any unforeseen conditions are encountered by the contractor, the contractor shall immediately notify the City Engineer in writing. The contractor shall provide the Geotechnical Engineer with a copy of the report of the City Engineer. The contractor shall provide the Geotechnical Engineer with a copy of the report of the City Engineer.

STORM DRAINAGE

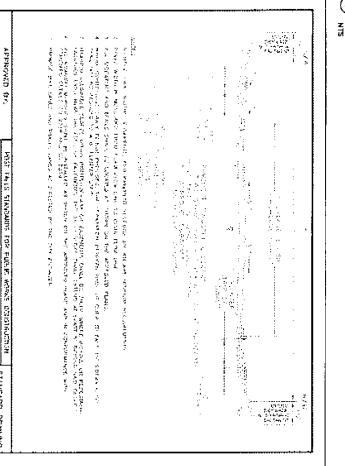
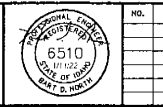
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2. Swales within areas of mass grading shall be staked a minimum of 24 hours prior to grading, and the installation of curb and gutter.
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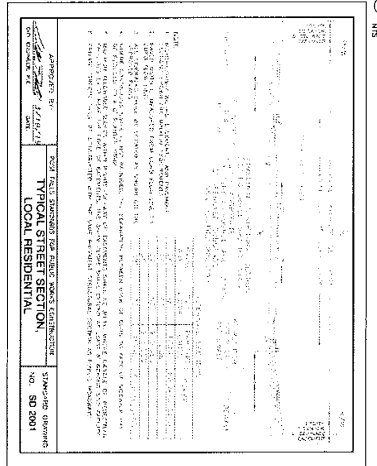
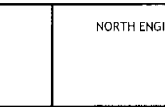
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9. Brakes and cables greater than 6 inches diameter in the extension to a depth of at least 4 inches below surface shall be removed.
10. All fill material shall be placed or reworked to within 2% of the optimum moisture content and maximum dry density as determined by ASTM D-1557, ASTM D-1585, with the 100 # sieve with a maximum gradation permitted to 95% of the maximum dry density. The Contractor shall provide the Geotechnical Engineer with a copy of the report of the City Engineer. The Contractor shall provide the Geotechnical Engineer with a copy of the report of the City Engineer.
11. Embankments shall not be constructed on frozen or snow-covered foundations, with the use of heavy machinery.
12. Earthquake resistant construction on slopes greater than 5 horizontal to 1 vertical (S:1) shall be required on undisturbed ground with horizontal benches of sufficient width to meet the project requirements of construction equipment.
13. The final limits of cut and fill shall be provided with the boundary irregularly. The Contractor shall provide the Geotechnical Engineer with a copy of the report of the City Engineer. The Contractor shall provide the Geotechnical Engineer with a copy of the report of the City Engineer.
14. In the event that any unforeseen conditions are encountered by the contractor, the contractor shall immediately notify the City Engineer in writing. The contractor shall provide the Geotechnical Engineer with a copy of the report of the City Engineer. The contractor shall provide the Geotechnical Engineer with a copy of the report of the City Engineer.



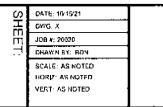
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NO.	DATE	DESCRIPTION	BY



**Wellspring Addition Subdivision
File No. SUBD-0001-2022
Planning and Zoning Commission
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: North Engineering – Bart North
LOCATION: Generally located on the southeast corner of W. Prairie Ave and N. Greensferry Rd
REQUEST: Subdividing approximately 9 acres into 24 mixed zoned lots (Limited Commercial and Medium Density Residential).

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Preliminary Plat
4. A-4 Will Serve
5. A-5 Auth Letter
6. A-6 Title Report
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 KCFR Comments
11. PA-2 PFPD Comments
12. PA-3 PFHD Comments
13. PA-4 DEQ Comments
14. PZ Staff Report
15. Testimony at the April 12, 2022, Planning and Zoning Commission ("Commission") hearing including:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the April 12, 2022, 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 approximately 9 acres into 24 lots, of which 23 lots are within the Medium Density Residential (R-2) zoning designation and 1 lot within the Limited Commercial (LC) zoning designation (SUBD-0001-2022). The request is evaluated under the standards of Post Falls Municipal Code ("PFMC") § 17.12.060.

Laura Jones, Associate Planner

Ms. Jones presented the staff report to the Commission. She testified that the owner of the property is Fivefold Foundation Ministries, Inc. represented by the Applicant, Bart North, North Engineering. She testified that the applicant is seeking to subdivide approximately 9 acres into 24 lots, of which 23 lots are within the Medium Density Residential (R-2) zoning designation and 1 lot within the Limited Commercial (LC) zoning designation.

Ms. Jones explained that the general location on the southeast corner of Prairie Avenue and north Greensferry road. She testified that the current land use is vacant and the only natural characteristics or features is that it is on the Rathdrum Prairie Aquifer. He testified that the water will be provided by the Ross Point Water District and the city of Post Falls will provide wastewater services.

Ms. Jones testified regarding the surrounding uses, explaining that to the north is county properties with single-family homes on five acre lots, to the east is Green Meadows 2nd edition, it is zoned R-2 single family but is built out with single-family homes. She went on to state that to the south is Green Meadows R-1 single family homes and to the west is commercial property, which was annexed into the city last year, and two five-acre residential properties in Kootenai County.

Ms. Jones testified that the request is for 24 lots, illustrating the larger Limited Commercial area, she indicated that the remaining 23 lots are proposed as Medium Density Residential R-2 lots. She stated that the overall density is 2.6 units per acre and if you focus on just the residential portion, it would equate to 3.7 units per acre.

Ms. Jones testified regarding the first review criteria, stating again that water will be provided by Ross Point Water District, and a will serve letter has been submitted by the applicant. As to the second criteria, she stated that the city has sufficient capacity for the proposed uses and it is in conformance with the city's water reclamation master plan. As to the third review criteria, she explained that the proposed streets are consistent with the transportation element of the comprehensive plan. She testified that the subdivision lies next to the principal arterial Prairie Avenue and a minor arterial Greensferry and there will be no access to Prairie Avenue or Greensferry from any of the residential lots.

Ms. Jones testified regarding the fourth review criteria, stating that the site is located over the Rathdrum prairie aquifer and at this time there are no known soil or topographical conditions that have been identified as hazards. As to the fifth review criteria, she attested that the subdivision is contingent on the annexation and zoning approval from City Council and if approved, the proposed lots comply with the bulk and placement standards for the relevant zoning designations. Finally, as to the last review criteria, she testified that impact fees and cap fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, streets, city water and water reclamations facilities.

Ms. Jones, in response to a question from the Commission, indicated that the LC lot 1 was 2.9 acres in size and would be accessed off the road into the subdivision.

Rob Palus, Assistant City Engineer

Mr. Palus, in response to a question from the Commission about access to the limited commercial lot. He testified that there are a number of options for access to the site, indicating that they would most likely see a commercial access off of Greensferry Rd. and could also see a second access from the roadway to the south. He explained that Post Falls Highway District has asked for no access onto Prairie Ave., there is a Critical Arterial Corridor Policy which restricts any new access points on to Prairie Ave. and that would be controlled. He went on to state that it would mean either a roundabout or traffic signal at the half mile spacing, the city policy also allows for a quarter mile access but that would be a restricted access for roadways and depending upon what the use was, there could be the value of having a right-in right-out. He explained that a right-in right-out could be helpful for a location that people filter in but then they all leave at about the same time, because it would not overwhelm the traffic signal as much. He indicated that it is something that we would look at depending upon what the actual commercial use is and then weighing it against our standards as to what is the best access and not to conflict the regional priorities of Prairie Ave. or how the arterial works on Greensferry.

Mr. Palus, in response to a question from the Commission, testified that the subdivision would be widening Greensferry to meet our standards from Prairie Avenue along the entire frontage which would tie into what the Green Meadow subdivision has done for widening to the south. He testified that the widening Prairie Avenue is listed in the city's transportation master plan as a principal arterial and also listed in our capital improvement plan as an impact fee project. The widening would be a future project funded through impact fees.

Jon Manley, Planning Manager

Mr. Manley testified regarding the units per acre. He explained that there is a range because the proposed zoning allows for different types of products. He stated that the zoning gives vested rights so the applicant is desiring to put single-family homes it would be 3.7 units per acre, any lots greater than 7,200 square feet duplexes could be built, per code, so the range would be 3.7 to 7.4 approximately. He noted that is the difference between an R1 and an R2 as you can get diversity and potential density.

Bart North, North Engineering, Applicant

Mr. North testified that the applicant, Pastor John Devries, was there in the in the and they have reviewed the staff report and take no exception to any of its findings. He thought it might be useful to give you a little background on how we got to this point. Mr. North explained that in 2006 Pastor John Devries, with the support of his congregation, purchased this parcel with the intent of constructing the Wellsprings of Life Christian Fellowship, which is a Fivefold Ministry Full Gospel Church and Training Center. He noted that it was and still is currently in the county and in 2006 Pastor John submitted a Conditional Use Permit which was approved and issued in January 2007.

Mr. North explained that as Pastor John moved forward with the project the 2008 housing bubble burst and with the recession, he was unable to build. He described that from 2008 to present, it has been a recovery process and it was discovered in a pre-application meeting with Kootenai County during the lapse of time that the city boundary had moved up to this parcel and city services were adjacent to the southwest corner of this property.

Mr. North testified that applying for annexation is the only path forward for the success of this project. He explained that this property has double frontage and the cost of extending infrastructure to City Standards for annexation is substantial, the intent is to construct a church facility however, to fund the improvements required for annexation Fivefold Ministries found the need to propose the subdivision presented. He testified that the 3-acre Limited Commercial lot is where the proposed church facility will be constructed, and the proposed subdivision should be zoned R-2. He testified that all except 4 lots are proposed to be single-family detached residential, and the 4 lots located to southwest corner are the proposed duplex lots.

Mr. North testified regarding the Limited Commercial lot that there is a potential approach onto the residential roadway and there has been formal submittal and would be reviewed at time of Site Plan however, potentially a restricted access onto Greensferry Rd and Prairie Ave. as Mr. Palus pointed out, it would be consistent with the Critical Arterial Access Policy as in approaches would be right in and right out and would not have a negative impact on the transportation network.

Mr. North testified that we have been working on a preliminary site plan that would place the church within the southerly half of the commercial lot. He explained that is what the phases 1 and 2 are about, however, we are looking for a use on the Limited Commercial (LC) zoning.

Public Testimony:

The hearing was opened for public testimony.

Tammy Godfrey (Brief Written Comment Read into Record)

Ms. Godfrey testified, stop building until our infrastructure is addressed. Better roads, police, fire, schools, food stores, etc. it seems Post Falls has not caught up to the overwhelming amount of people coming into the city. The people of Post Falls cannot even afford the housing cost, lets address the needs of our city first then continue to build. Infrastructure first!

Rebuttal

Bart North, North Engineering, Applicant

Mr. North, testified in response, this project contributes to the infrastructure as we are widening Greensferry Rd and as Mr. Palus stated Prairie Ave. widening is an impact fee project and the applicant will be contributing to those funds. He noted that the 12-inch water main for Ross Point Water is part of the infrastructure that will be brought in from the south. He explained that the LC zone also opens to possible neighborhood commercial.

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.

- 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.**

The Commission determines that water service to the project would be provided Ross Point Water District and they have adequate capacity to provide service to the project as proposed. The applicant has provided a will serve letter and will be installing water mains on Prairie Ave. and Greensferry Rd. to complete that part of the water system.

- 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 to provide service to the subdivision as proposed. The layout of the sanitary sewer system would be extended along Greensferry Rd. in conformance with the City's Water Reclamation Master Plan.

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

The Commission determines that: The subdivision lies next to existing developed roadways of Prairie Ave. and Greensferry Rd. and the proposed streets are consistent with the transportation element of the comprehensive plan. The subdivision proposed layout accommodates connectivity and will not have a negative impact on the local transportation system. Though reduction of cul-de-sacs in the roadway network is generally desirable to facilitate connectivity, emergency services and maintenance; a cul-de-sac in this layout is a preferred option in order to preserve safety and roadway capacity on Prairie Avenue by complying with the City's Access Spacing requirements.

The roadways shall dedicate rights of way and easements and be constructed to the roadway standards as outlined within the City Transportation Master Plan.

Roadway illumination, ADA ramps and roadway markings / signs shall comply with City Standards.

Direct access from residential lots to Greensferry Rd. or Prairie Avenue will not be allowed.

- 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, while the site is located over the Rathdrum prairie aquifer, no testimony or evidence was presented that identified any soil or topographical conditions as presenting hazards.

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

The Commission determines that this subdivision request is conditioned upon the subsequent annexation and zoning by the City Council. If the area is zoned within the City of Post Falls as proposed with Limited Commercial (LC) and Medium Density Residential (R-2) zone. The proposed use conforms will conform with the zoning and other requirements found in PFMC.

- C6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.**

The Commission determines that: Impact fees will be assessed on individual building permits to assist in mitigating the off-site impacts to parks, public safety, and streets.

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

It is the decision of the Commission that the requested subdivision can meet the City's standards, however, to meet the criteria certain conditions will need to be met. Those conditions, 1-10 listed below, when imposed will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the presentations made to the Commission on April 12, 2022, at a properly noticed public hearing, the record compiled in this matter, and the applicant must meet the following conditions:

1. This subdivision may only be approved subject to annexation approval.
2. 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.
3. A Master Development Agreement shall be prepared by staff, reviewed and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. The proposed subdivision must be completed in a single phase.
5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflected only the Phase I construction. 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.

REASONED DECISION

- 7. 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.
- 8. Direct access from residential lots to Prairie Avenue and/or Greensferry Road shall be prohibited on the face of the plat.
- 9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along Prairie Avenue and Greensferry Road; including all landscaping, irrigation and removal of snow from sidewalks and trails.
- 10. Lot Access along Prairie Avenue in conformance with the KMPO Critical Arterial Policy

D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:

Not Applicable, approval has been granted, subject to the conditions noted above.

E. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

SUBD-0001-2022: Based upon 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 Post Falls Planning and Zoning Commission that the request, Wellspring Addition Subdivision, SUBD-0001-2022, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

Approved by the Planning and Zoning Commission on May 10, 2022

5/10/22
 Date
[Signature]
 Attest

[Signature]
 Chairman

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARING
MEETING DATE: August 2, 2022**

DATE: July 13, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JON MANLEY, PLANNING MANAGER
jmanley@postfallsidaho.org / 208-457-3344
SUBJECT: BARNUM'S ADDITION ZONE CHANGE FILE NO. ZC-22-3

ITEM AND RECOMMENDED ACTION:

Gordon Dobler, of Dobler Engineering is requesting, on behalf of Robert Wilhelm, the property owner, approval to rezone approximately .55-acres from Single Family Residential (R-1) within the City of Post Falls to the requested of Medium Density Residential (R-2) zoning.

DISCUSSION:

The City Council will determine if the property should be rezoned and, if so, make a final determination on the appropriate zoning. The approval criteria are:

- A. Amendments to the zoning map should be in accordance with the zoning map.
- B. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan.
- C. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.
- D. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.
- E. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.
- F. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

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

APPROVED OR DIRECTION GIVEN: The Planning and Zoning Commission made a recommendation of approval for the zone change proposal for the requested Medium Density Residential (R-2) zoning district at the May 25, 2022, commission meeting.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-4	Planning and Zoning Commission Staff Report
Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-3	Legal Description
Exhibit A-5	Authorization Letter
Exhibit A-6	Title Report
Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map
Exhibit PA-1	PFPD Comments
Exhibit PA-2	KCFR Comments
Exhibit PA-3	DEQ Comments
Exhibit PC-1	Schreiber Comments
Exhibit S-5	Signed Minutes 5-25-2022
Exhibit S-6	Signed Zoning Recommendation
Exhibit PA-4	PFPD Comments
Exhibit PA-5	PFSD Comments

**CITY OF POST FALLS
STAFF REPORT**

DATE: May 20, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: JON MANLEY, PLANNING MANAGER • jmanley@postfallsidaho.org • 208-457-3344

SUBJECT: DRAFT STAFF REPORT FOR THE May 25, 2022, P&Z COMMISSION MEETING
BARNUM ZONE CHANGE: File No. ZC-22-3

INTRODUCTION:

Gordon Dobler, of Dobler Engineering is requesting, on behalf of Robert Wilhelm, the property owner, approval to rezone approximately .55-acres from Single Family Residential (R-1) within the City of Post Falls to the requested of Medium Density Residential (R-2) zoning. There is currently a pre-existing nonconforming duplex on this site and this request would create the existing site to be legal conforming with zoning code. The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning change request per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action. The approval criteria for establishing zoning are:

- A. Amendments to the zoning map should be in accordance with the Future Land Use Map.
- B. Amendments to the zoning map should be consistent with the goals and policies found in the Comprehensive Plan.
- C. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.
- D. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.
- E. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.
- F. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

PROJECT INFORMATION:

Project Name / File Number: Barnum Zone Change File No. ZC-22-3

Owner: Robert Wilhelm, 923 W. Grange Avenue, Post Falls, ID 83854

Applicant: Dobler Engineering, P.O. Box 3181, Hayden, ID 83835

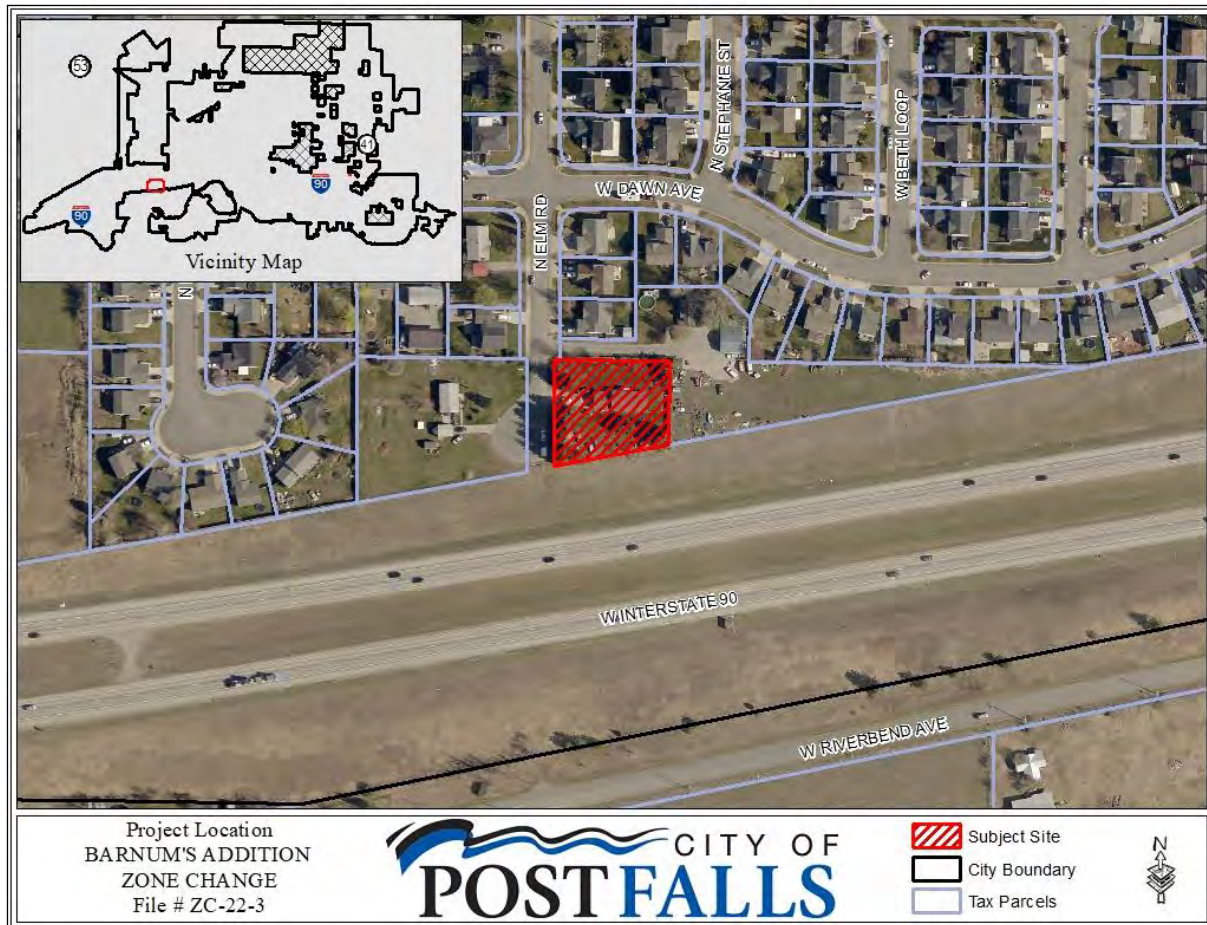
Project Description: Rezone approximately .55-acres from Single Family Residential (R-1) with a pre-existing nonconforming duplex within the City of Post Falls to the requested of Medium Density Residential (R-2) zoning to create a legal conforming lot and use.

Project Location: The property is generally located on the east side of Elm Rd., just north of I-90.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located north and east are single family home and to the west is a developing twin-home community in the Medium Density Residential (R-2) zoning district.

Area Context Vicinity Map:



EVALUATION OF ZONING APPROVAL CRITERIA:

The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone change review criteria set forth within the Post Falls Municipal Code sections 18.16.010 and 18.20.100 are cited within the following staff analysis in **BOLD**. This review criteria provides the framework for decision making for the Planning Commission and City Council.

ZONE CHANGE REVIEW CRITERIA

A. Amendments to the zoning map should be in accordance with the Future Land Use Map.

The Future Land Use Map classifies this property with the land use designation of **Business/Commercial**. This category supports a mixture of housing types built at a moderate density (at least eight units per net acre). Design standards that enhance the character of these areas, improve pedestrian connections and promote compatibility between permitted uses are important. These areas are expected to have a connected grid of streets that facilitate good pedestrian access. Multi-story buildings and a mixture of uses are encouraged, particularly in the City Center District.

B. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan. 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 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. Supporting this goal, a diverse set of policies have been provided, including encouraging attractive, pedestrian-friendly development, provision of diverse housing types, parks facilities, and neighborhood-scale commercial services.

Goal 6: Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives.

All cities require functional, resilient transportation networks providing for the flow of people and materials. In assisting with this plan, residents urged improvements to the existing fabric and criteria that provide a full-featured street network for Post Falls, improving the efficiency, function and value of the City. Residents also recognize the importance of transit services, as well as connectivity too regional ground, rail and air transportation systems.

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 8: Protect and maintain Post Falls' natural resources including clean air, soils, river, and aquifer, and minimizing light and noise pollution citywide.

City livability, health and value are fully dependent on clean, safe, and sustainable natural resources. This goal underscores Post Falls' commitment to maintaining its natural resources as a top priority, recognizing them as essential to the community's survival.

Goal 10: Provide and support Post Falls' parks and recreational opportunities on-pace with growth.

Post Falls residents value current parks and recreational services and wish to retain the same or higher levels of service as the community grows. This goal directs the City to consider parks and recreational needs in all related plans and actions, including land use decisions, regulatory requirements, and budgeting.

Goal 14: Involve the community of Post Falls in all local government planning and decision-making.

The development of the Comprehensive Plan is community-driven, involving numerous residents including some representing large groups of residents. For plans to succeed, community buy-in and support is critical. Future conditions will certainly require the creation of new objectives and strategies, and this goal supports keeping residents highly involved in such work.

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

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

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

Staff Comment: The rezone may provide the opportunity for additional housing that may help further long-term fiscal health of the community by provide living accommodations to current and future workforce within the City.

- Maintain and enhance resident quality of life;

Staff Comment: Diversified housing options assists with providing quality housing for different sectors of the community.

- Promote compatible, well-designed development;

Staff Comment: Any additional development beyond the existing duplex 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, and sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be in compliance with the relevant master plan prior to public hearing.

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

- Future land use mapping;

Staff Comment: This is addressed by the first review criteria in Section A of this report.

- Compatibility with surrounding land uses;

Staff Comment: The proposed development pattern for this proposal would not be incompatible with the surrounding uses as they are primarily residential in nature.

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer for the location is located at the northwest corner of the property. Connection to sewer would not be required with zone change; however, any future subdivision would require extension of sewer and connection thereto. The property requesting the zone change is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. 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 property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

Water would be serviced by East Greenacres Irrigation District.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to terminus of Elm Rd., next to the I90 rights-of-way. Elm Rd. is classified as a local roadway. The proposed zone change will not have any negative impacts to the City's transportation system.

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

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

Policy 3: Encourage development patterns that provide suitably scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive.

Staff Comment: The proposal is approximately .31 Miles from an evolving commercial corridor (Seltice Way).

Policy 8: Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.

Staff Comment: This site is currently developed with a duplex and may be under-utilized.

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: re-zoning to Medium Density Residential (R2) zoning could allow for further housing types and price levels.

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: If ever redeveloped, frontage improvements associated with development, including the planting of street trees and adequate irrigation, are required.

C. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Streets/Traffic:

Staff Comment:

The property is adjacent to terminus of Elm Rd., next to the I90 rights-of-way. Elm Rd. is classified as a local roadway. The proposed zone change will not have any negative impacts to the City's transportation system.

Water and Sanitary Sewer:

Staff Comment: Sanitary Sewer for the location is located at the northwest corner of the property. Connection to sewer would not be required with zone change; however, any future subdivision would require extension of sewer and connection thereto. The property requesting the zone change is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. 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 property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

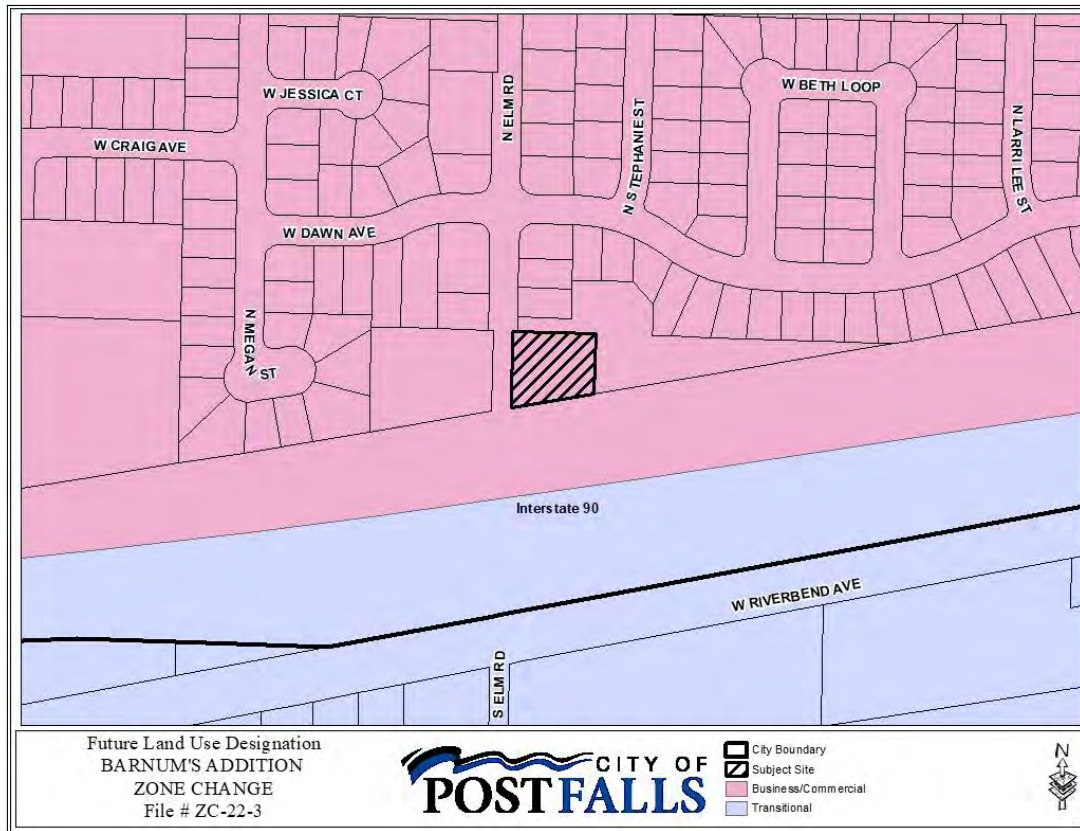
Water would be serviced by East Greenacres Irrigation District.

Compatibility with Existing Development and Future Uses:

Staff Comment: The propose residential use is adjacent to other residential uses and is therefore compatible.

Future Land Use Designation:

Staff Comment: Future Land Use Designation is Business/Commercial and is discussed in Policy 2.



Community Plans: None

Geographic/Natural Features:

Staff Comment: The site is located of over the Rathdrum Prairie Aquifer.

D. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

Staff Comment: Elm Road is a classified as a local roadway and is able to accommodate the proposed residential uses without adversely impacting the existing transportation network.

E. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

Staff Comment: The proposed zoning request is outside an intense urban activity node and is about 1/3 of a mile from Seltice Way (Principal Arterial), which is an evolving commercial corridor. This site is adjacent to I-90.

F. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

Staff Comment: Not applicable

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

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

- **Post Falls Police Department (Exhibit PA-1)** – Remains neutral
- **Kootenai County Fire & Rescue (Exhibit PA-2)** – Will comment throughout any future review and permitting processes.
- **Idaho Department of Environmental Quality (Exhibit PA-3)** – Gave general comments for time of construction.

MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to City Council. Should the Commission need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a date certain. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, 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	Legal
Exhibit A-5	Authorization Letter
Exhibit A-6	Title Report

Staff Exhibits:

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

Testimony:

Exhibit PA-1	PFPD Comments
Exhibit PA-2	KCFR Comments
Exhibit PA-3	DEQ Comments
Exhibit PC-1	Schreiber Comments

Zone Change (Map/Text Amendment)

2 – BARNUM'S ADDITION



Expiration Date

Active



ZC-22-3



Details

Submitted on Apr 10, 2022 at 8:54 am



Attachments

7 files



Activity Feed

Latest activity on Apr 25, 2022



Applicant

Gordon Dobler



Location

460 N ELM RD Unit 1, POST FALLS, ID 83854



Timeline

Add New

Application & Mailing/Notice Fees

Paid Apr 13, 2022 at 2:30 pm



Completeness Review

Completed Apr 18, 2022 at 9:20 am



GIS Review

Completed Apr 19, 2022 at 11:40 am

Apr 19



Polygon Creation

Completed Apr 25, 2022 at 8:45 am

Apr 27



Staff Report

In Progress



Maps Created

Review



Engineering Review



Review



Parks Review

Review



Waste Water Review

Review



Legal Review

Review



Schedule Planning and Zoning Hearing

Review



Notice

Review



Site Posting

Review



Zoning Recommendation

Review



Consent Agenda

Review



Council Memo

Review



Planning Review

Review



Schedule Council Hearing

Review



Notice

Review



Site Posting

Review



Reasoned Decision

Review



Ordinance

Review



Engineering Review

Review



Planning Review



Review



Ordinance/Consent Agenda

Review



Route Approved Documents

Review



🔒 Mailing Fees

Number of Mailings

24

Applicant Information

Applicant Type *

Engineer

Applicant Name *

Gordon Dobler

Phone *

208 755-9732

Email *

gordon@doblerengineering.com

Address *

PO Box 3181

City, State & Zip Code

Hayden, Id 83835

Owner Information

Name *

Bobby Wilhelm

Company

Phone *

208 691-1073

Email *

bobby@bobbywilhelm.com

Address *

923 Grange Ave

City, State & Zip Code

Post Falls, ID 83854

Amendment Information

New Field

Description of Project/Reason for Request *

Rezone existing parcel to R-2 to eliminate existing non conforming duplex

Tax Parcel Number

P-3900-05-047-AA

Existing Zoning

R-1

Adjacent Zoning

R-1, R-2

Current Land Use

Duplex

Adjacent Land Use

Single family, twinhome

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. *

✔ Gordon Dobler
Apr 4, 2022

I (We) the undersigned do hereby make petition for a modification of the zoning classification 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. *

✔ Gordon Dobler
Apr 4, 2022



DOBLER ENGINEERING

ZONE CHANGE NARRATIVE

For

460 Elm Rd (Parcel # P-3900-05-047-AA)

INTRODUCTION

On behalf of the property owner, Dobler Engineering is requesting approval of a zone change for the property located on 460 Elm Road. The property is 0.54 acres and currently contains one duplex residence. This residence is a non-conforming use in that duplexes are not allowed in the R-1 zone. We are requesting that the property be rezoned R-2, which would allow the existing duplex and is consistent with the surrounding zoning and the comprehensive plan.

EXISTING ZONING

The property is located on a dead end and is currently zoned R-1. The abutting properties on the north and east are also R-1. On the west, across Elm Road, the property is zoned R-2 and is currently being developed as twin homes (12 lots). I-90 borders the property on the south side.

COMPREHENSIVE PLAN

This request provides for the orderly and efficient development of the City of Post Falls and eliminates the existing non-conformity. The request for an R-2 zone is consistent with the relevant goals of the Comprehensive Plan as summarized below.

1. FOCUS AREA:

The property lies within the area identified as "Seltice West". The Plan lists the following as possible action items for this focus area.

- *Buffering between high and low intensity development patterns should be maintained, employing use buffering and physical distance between said patterns.*
- *Buffering of the low intensity development patterns and the Seltice Way corridor should be maintained, employing use buffering and physical distance as necessary.*
- *Ongoing work to celebrate Seltice West as the western "gateway" to Post Falls is encouraged.*

2. LAND USE:

The Plan identifies the future land use in this area as "Business Commercial". The plan states in part;



DOBLER ENGINEERING

Purpose: This category promotes a mixture of moderate/high density housing types...

Principal Uses and Character: This category supports a mixture of housing types built at a moderate density (at least eight units per net acre)

Additional uses: Multifamily uses may also be integrated into Business/Commercial areas.

The R-2 zone would allow only residential uses with somewhat higher density than the R-1 zone.

3. HOUSING

Goals

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.

The R-2 zone is uniquely suited to provide a buffer between the lower density R-1 zone and the I-90 corridor, by allowing a slightly higher density development and providing the citizens with a more affordable housing alternative.

4. TRANSPORTATION

Goals

G-06: Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives.

The property is currently served by the existing Elm Rd. If the property were further developed, the improvement of Elm Rd to city standards would be a requirement.

5. PUBLIC SERVICES, FACILITIES & UTILITIES.

Goals

G-02: Maintain and improve the provision of high quality, affordable and efficient community services in Post Falls.

The existing residence is currently connected to East Green Acres Irrigation District. Sewer does not exist in Elm Rd, adjacent to the property, but ends at the northerly property boundary. The residence is not currently connected to sewer. The property is currently served by gas and power.



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6. PARKS, RECREATION AND OPEN SPACE

Goals:

G-02: Maintain and improve the provision of high quality, affordable and efficient community services in Post Falls.

Rezoning the property would not put any additional burden on community services because the property already contains a duplex residence.

CONCLUSION

Base on the evaluation outlined above, rezoning this property to R-2 would eliminate the existing non-conforming use while accomplishing the goals and intent of the Comprehensive Plan.

LEGAL DESCRIPTION

PARCEL P-3900-05-047-AA

A PORTION OF TRACT 47 OF THE GREEN ACRES IRRIGATION DISTRICT PLAT NO. 9, FILED IN BOOK B OF PLATS AT PAGE 86, RECORDS OF KOOTENAI COUNTY, IN THE NORTHEAST QUARTER OF SECTION 5, T50N, R5W, BM, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST QUARTER CORNER OF SAID SECTION 5, MARKED BY A 1-INCH BRASS PIN WITH CHISELED "X", IN A MONUMENT WELL, PER CP&F INSTRUMENT # 1687818;

THENCE, COINCIDENT WITH THE EAST LINE OF SAID SECTION 5, S 0°56'49" W, 1,548.19 FEET TO THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 90 (I-90);

THENCE, COINCIDENT WITH SAID NORTHERLY RIGHT-OF-WAY, S 80°24'46" W, 1,153.38 FEET, TO THE POINT OF BEGINNING;

THENCE, COINCIDENT WITH SAID NORTHERLY RIGHT-OF-WAY, S 80°24'46" W, 171.93 FEET TO THE EASTERLY RIGHT-OF-WAY OF ELM ROAD;

THENCE, COINCIDENT WITH SAID EASTERLY RIGHT-OF-WAY, N 0°S7'09" E, 157.73 FEET, TO THE NORTHWEST CORNER OF SAID TRACT 47;

THENCE, COINCIDENT WITH THE NORTHERLY LINE OF SAID TRACT 47, S 88°11'38" E, 170.90 FEET;

THENCE, LEAVING SAID NORTHERLY LINE, S 1°48'22" W, 123.75 FEET TO THE POINT OF BEGINNING.



DOBLER ENGINEERING

November 15, 2021

Re: Letter of Authorization

To Whom It May Concern,

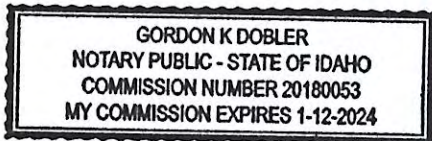
I hereby authorize Dobler Engineering to act on behalf of myself, Robert Wilhelm, in matters regarding the administration and processing of subdivision and related actions for the properties identified as Parcels P-3900-05-046-AA and P-3900-05-047-AA in Kootenai County, Idaho.

Robert Wilhelm
Robert Wilhelm

11/15/2021
Date

STATE OF IDAHO)
) SS
COUNTY OF KOOTENAI)

This record was acknowledged before me on *November 15*, 20*21*, by
Robert Wilhelm



Gordon Dobler
Notary Public for the State of Idaho
Residing at: *Kootenai County*
My Commission Expires: *1-12-2024*

GUARANTEE

Issued by

First American Title Company
1866 North Lakewood Drive, Coeur d'Alene, ID 83814
Title Officer: Cheryl Hovaldt
Phone: (208)667-0567
FAX: (208)765-2050



First American Title™

Form 5010500 (7-1-14)

Guarantee Number: 501055-1014833-C

Guarantee Face Page

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY



First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee

GUARANTEE CONDITIONS AND STIPULATIONS

1. **DEFINITION OF TERMS.**
The following terms when used in the Guarantee mean:
 - (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
2. **NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT.**
An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice
3. **NO DUTY TO DEFEND OR PROSECUTE.**
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. **COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE.**
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate

any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay. Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the

GUARANTEE CONDITIONS AND STIPULATIONS (Continued)

Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. LIMITATION OF LIABILITY.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company,

the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.



First American Title

Guarantee

Subdivision Guarantee

ISSUED BY
First American Title Insurance Company

GUARANTEE NUMBER
5010500-1014833-C

Subdivision or Proposed Subdivision:

Order No.: 1014833-C

Reference No.:

Fee: \$200.00

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY, AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION HEREIN CALLED THE COMPANY GUARANTEES:

Dobler Engineering

FOR THE PURPOSES OF AIDING ITS COMPLIANCE WITH KOOTENAI COUNTY SUBDIVISION REGULATIONS,

in a sum not exceeding \$200.00.

THAT according to those public records which, under the recording laws of the State of Idaho, impart constructive notice of matters affecting the title to the lands described on the attached legal description: Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

(A) Parties having record title interest in said lands whose signatures are necessary under the requirements of Kootenai County Subdivision Regulations on the certificates consenting to the recordation of Plats and offering for dedication any streets, roads, avenues, and other easements offered for dedication by said Plat are:

Robert Wilhelm, an unmarried man

(B) Parties holding liens or encumbrances on the title to said lands are:

- 2021 taxes are an accruing lien, not yet due and payable until the fourth Monday in November of the current year. The first one-half is not delinquent until after December 20 of the current year, the second one-half is not delinquent until after June 20 of the following year.

Taxes which may be assessed and entered on the property roll for 2021 with respect to new improvements and first occupancy, which may be included on the regular property, which are an accruing lien, not yet due and payable.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	Original Amount	Amount Paid	Parcel Number
2021	\$2805.38	\$0.00	P390005047AA

Homeowners Exemption is not in effect for 2021.
 Circuit breaker is not in effect for 2021.
 Agricultural Exemption is not in effect for 2021.

- Levies and assessments of East Greenacres Irrigation District, for which we find no delinquencies of record.
- Deed of Trust with 1-4 Family Rider dated May 26, 2020, to secure an original indebtedness of \$215,200.00, and any other amounts and/or obligations secured thereby
 Recorded: May 26, 2020, as Instrument No. 2753576000
 Grantor: Robert L. Wilhelm, an unmarried man
 Trustee: First American Title Company
 Beneficiary: Mortgage Electric Registration Systems, Inc. as nominee for Mountain West Bank, Division of Glacier Bank

(C) Easements, claims of easements and restriction agreements of record are:

- Easement for granted to Spokane Valley Land and Water Company, recorded December 12, 1910, in Book 41 of Deeds, Page 242.
- Provisions, restrictions, easements, conditions and covenants in deed to State of Idaho, recorded December 22, 1972, as Instrument No. [616199](#) in Book 259 of Deeds, at page 654..
- Easement for Grant of Water Pipeline Turnout granted to United States of America, recorded June 6, 1973, as Instrument No. [626593](#) in Book 261 of Deeds at page 948.
- Ordinance No. 693, by the City of Post Falls, approving Urban Renewal Plan, recorded December 30, 1992 as Instrument No. [1288246](#).
- All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision in [Book B of Plats, page 86](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

Date of Guarantee: November 12, 2021 at 7:30 a.m. at 7:30 A.M.

First American Title Company



By:

Authorized Countersignature

EXHIBIT A

A PORTION OF TRACT 47 OF THE GREEN ACRES IRRIGATION DISTRICT PLAT NO. 9, FILED IN [BOOK B OF PLATS AT PAGE 86](#), RECORDS OF KOOTENAI COUNTY, IN THE NORTHEAST QUARTER OF SECTION 5, T50N, R5W, BM, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST QUARTER CORNER OF SAID SECTION 5, MARKED BY A 1-**INCH BRASS PIN WITH CHISELED "X", IN A MONUMENT WELL, PER CP&F INSTRUMENT # 1687818**;

THENCE, COINCIDENT WITH THE EAST LINE OF SAID SECTION 5, S 0°56'49" W, 1,548.19 FEET TO THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE 90 (I-90);

THENCE, COINCIDENT WITH SAID NORTHERLY RIGHT-OF-WAY, **S 80°24'46" W, 1,153.38 FEET**, TO THE POINT OF BEGINNING;

THENCE, COINCIDENT WITH SAID NORTHERLY RIGHT-OF-WAY, **S 80°24'46" W, 171.93 FEET** TO THE EASTERLY RIGHT-OF-WAY OF ELM ROAD;

THENCE, COINCIDENT WITH SAID EASTERLY RIGHT-OF-WAY, **N 0°S7'09" E, 157.73 FEET**, TO THE NORTHWEST CORNER OF SAID TRACT 47;

THENCE, COINCIDENT WITH THE NORTHERLY LINE OF SAID TRACT 47, S 88°11'38" E, 170.90 FEET;

THENCE, LEAVING SAID NORTHERLY LINE, **S 1°48'22" W, 123.75 FEET TO THE POINT OF BEGINNING**.



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do we Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact us dataprivacy@firstam.com or toll free at 1-866-718-0097.



First American Title™

For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the **California Consumer Privacy Act of 2018 ("CCPA")**. All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about **California Residents over the last 12 months, please see "What Information Do We Collect About You" in www.firstam.com/privacy-policy**. To learn about the sources from which we collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see **"How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in www.firstam.com/privacy-policy**.

Notice of Sale. We have not sold the personal information of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see **"How Do We Use Your Information", and "How Do We Share Your Information" in www.firstam.com/privacy-policy**.



First American Title

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

49551.

LAND AND WATER DEED.

THIS INDENTURE, Made this E ighteenth day of February, A. D. 1909 between the SPOKANE VALLEY LAND & WATER COMPANY, a corporation, of Spokane, Washington, hereinafter called "The Company"; and Nancy R. Graham of Post Falls, Idaho, hereinafter called the "Purchaser";

WITNESSETH, That the said Company, for and in consideration of the sum of Twenty-six hundred seventy eight & 00/100 Dollars, lawful money of the United States, to it in hand paid by the said Purchaser, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Purchaser, his heirs and assigns forever, all that tract or parcel of land lying and being in the County of Kootenai State of Idaho, described as follows, to-wit:

All of Tracts Forty-seven (47) and Forty-eight (48) and those portions of Tracts Forty-nine (49) and Fifty (50) lying north of the right of way of the Spokane & Inland Electric Railway; all in plat Nine (9) of Greenacres Irrigation District, according to the recorded plat thereof on file in the office of the County Recorder of said Kootenai County; situate in Section Five (5) Township Fifty (50) North, Range Five (5) West of Boise Meridian; Containing Thirteen and thirty-nine hundredths (13.39) acres more or less.

TOGETHER with the perpetual right to use water therefor flowing in the canals of this Company from Fish Lake under and upon the terms, conditions and covenants hereinafter set forth as follows:

1. That the Purchaser shall pay to the Company at its head office in Spokane, Washington, on the first Monday in May of each year, beginning on the first Monday of May, 1909, the sum of Twenty & 08/100 (\$20.08) Dollars, being \$1.50 per acre for each acre or fraction of an acre in said tract, to cover the cost of maintenance and operation of said Company's canals and laterals: PROVIDED, that in no case shall the maintenance fee for any sub-division of said described land be less than Five Dollars per annum from any one Purchaser or consumer.

2. That the amount of water to be used on the above described land shall be the amount of water necessary for irrigation purposes between the 15th day of May and the 15th day of September of each year: PROVIDED, however, that the quantity of water so to be used shall not exceed five one-thousands (5-1000) of a cubic foot per second of time per acre for said irrigation period, which is approximately water sufficient to cover an acre of ground at one flooding to a depth of one and two-tenths (1.2) feet.

3. That the Purchaser shall not use, or permit the water hereunder furnished to be used on any land except that above described, nor permit such water to run on contiguous land except in service ditches, as herein provided, nor to spread in any low place on said land, nor in any manner to run to waste, and will construct and maintain at the Purchaser's own cost and expense such ditch or ditches as may be necessary to carry the surplus water of the irrigation of said land off and into some lateral of said Company's irrigation system, to be designated by it: PROVIDED, always, that such lateral may be reached by a gravity flow by ditch from the lowest point of said described land, within a distance of 660 feet, and right of way can be obtained without expense to the said Purchaser.

4. That the Purchaser hereby does, in further consideration hereof, waive any and all claims for loss or damage resulting to or upon the land aforesaid by reason of any break, leakage or overflow of said canals, or any of their laterals, regardless of the cause thereof.

5. That the Purchaser shall not erect or place or permit to be erected or placed within fifty (50) feet of a lateral ditch or a canal of said Company, upon or near said premises, any stable, stable yard, poultry house or yard, water closet, privy, cess pool, manure pile, or any enclosure or structure or condition productive of offal that might befoul the water of any canal or ditch belonging to the said Company.

6. That the Company shall deliver such water to the said Purchaser in a lateral to be connected with the Company's main or branch canal along the line of its right of way, at such a point as to the said Company shall seem most practicable, which lateral is to be located by the Company, and to be constructed and maintained thereafter by the said Purchaser. The point or points of delivery shall be subject to change

at the option of said Company, provided the Purchaser shall not thereby be put to extra or additional expense in restoration, maintenance or operation of the Purchaser's ditches beyond the said point and to and upon the lands therein described, and said points shall be determined for each season at least thirty (30) days in advance of its opening.

7. That the Company shall be required to supply water to such land only as can be supplied by gravity flow from the established grade of the Company's main canal.

8. That the Company shall construct and maintain in good order and condition, the necessary works of delivery, and place and maintain at the point of delivery suitable measuring boxes or gates, prescribe the proper time and manner of delivering, measuring and regulating the supply to the Purchaser, and shall at all times have the right to make such reasonable rules and regulations as to it may seem best for the service of the district at large.

9. That the Company shall have the right to shut off the water at any time for the purpose of general and special repairs, and at such other times as necessity may require during the irrigation season, and shall restore the water in said canals and laterals as speedily as the nature of the case will permit and effect the service herein provided for.

10. That the Company shall have the right upon failure of said Purchaser to pay the annual maintenance fee, or to comply with any of the stipulations hereof, immediately, or at any time during such failure or default, to refuse or cease to supply any water until such condition or conditions are complied with, and the said Company shall have the option upon the default of said Purchaser to make the payment on the first Monday in May of each year hereinbefore provided to be made, for the full period of six months after the said first Monday in May in any year, to declare said water right herein granted forfeited, and upon such declaration made in writing by the said Company to the said Purchaser, or to his agent or employee in charge of said land, or to the person residing upon said land, the said water right shall become forfeited, and said Purchaser divested thereof, and the said water right shall thereupon revert to and re-vest absolutely in said Company.

11. The Company shall have the right to sell and lease water rights under its said canal, calling for a delivery in the aggregate equivalent to the carrying capacity of said main canal during the irrigation season, and in case of any shortage of water in the canal, then each water right shall represent such part of the aggregate quantity of water in such canal as said water right bears to the aggregate of water rights sold and leased, and the Purchaser shall have the right to receive water only in that proportion.

12. That the said water right hereby granted, and any certificate or evidence thereof, is not personal property, but is part of the appurtenances of the land herein described, and the right thereto shall be transferable only with the said land, and all the covenants herein contained to be performed by the Purchaser shall run with and bind the land; and that all the fees, charges and costs herein provided for shall be a lien upon and bind said land, said lien to be foreclosed the same as a mortgage upon real estate, and in case of foreclosure, to include a reasonable attorney's fee.

13. That the Company hereby reserves, and the Purchaser does hereby grant unto the said Company the rights of way now or hereafter deemed necessary by said Company for the construction and maintenance of all canals, flumes, ditches and lateral ditches of said Company, over and across said above described land for the irrigation of said land, as well as other lands, with the rights and privileges to enter upon said land for survey,

location, construction and repair of said canals, flumes, ditches and laterals, and to construct, maintain and repair the same by the Company or the owner or owners of the lower lands. And the said Purchaser further hereby grants unto the said Company the right to use and enlarge for such use any ditch or lateral, PROVIDED, such use shall not materially interfere with the flow of water to said land; and PROVIDED FURTHER, that the said Company shall, at its own cost and expense, build and maintain any bridge across any such lateral which it may construct or enlarge, made necessary by such construction or enlargement.

14. All the covenants, terms and conditions, rights, privileges and burdens herein mentioned shall inure to the benefit of, extend to and be binding upon the heirs, executors, administrators, grantees, successors and assigns respectively of the parties hereto.

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances therunto belonging, or in anywise appertaining, unto the said Purchaser, his heirs and assigns forever. And the said Company, its successors and assigns, does covenant with the said Purchaser that it is well seized in fee of the lands and premises aforesaid, except said water right, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances.

AND THE ABOVE BARGAINED AND GRANTED lands and premises, except said water right, in the quiet and peaceful possession of the said Purchaser, and of the said Purchaser's heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said Company will warrant and defend.

IN TESTIMONY WHEREOF, The said Company has herunto caused its name to be signed, and its corporate seal to be affixed, the day and year first written.

(Corporate Seal)

SPOKANE VALLEY LAND & WATER COMPANY,

By D. C. Corbin, Its President.

Attest: P. D. Allen, Its Secretary.

State of Washington,)
) ss
County of Spokane.)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that on this 24th day of February, 1909 personally appeared before me D. C. Corbin to me known to be the President, and P. D. Allen, to me known to be the Secretary of the Spokane Valley Land & Water Company, a corporation, the Company described in and that executed the foregoing instrument, and acknowledged to me that as such President and Secretary they signed the corporate name of said Company to said instrument and thereto affixed its corporate seal, and signed their own names as said described officers, as the free and voluntary act and deed of said corporation and as their own free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that they were duly authorized to execute said instrument, and that the seal affixed is the corporate seal of said described Company.

WITNESS my hand and official seal the day and year in this certificate first above written.

Phil T. Becher, Notary Public in and
for the State of Washington, Residing
at Spokane, Wash.

(Notarial Seal)

State of Idaho, County of Kootenai: s F filed for record at the request of W. R. Graham
on the 12 day of Dec., 1910, at 1-01 o'clock P.M., and recorded in Book 41 of Deeds
on page 242 .

C. A. McDonald, County Recorder.

1288246

ORDINANCE NO. 693

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, APPROVING AN URBAN RENEWAL PLAN FOR THE WEST SELTICE URBAN RENEWAL AREA; PROVIDING FOR THE USE OF REVENUE ALLOCATION FINANCING; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE AND OTHER REQUIRED INFORMATION TO COUNTY AND STATE OFFICIALS; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Post Falls Urban Renewal Agency, hereafter referred to as the "Agency", was created on May 21, 1991, by Resolution No. 91-11, by the Post Falls City Council (Exhibit B attached hereto); and

WHEREAS, on September 15, 1992, the Post Falls City Council (the "City") by Resolution No. 92-28, determined certain property to be a deteriorated area or a deteriorating area or a combination thereof, and designated the area as appropriate for an Urban Renewal Project, to be known as the West Seltice Urban Renewal Area (Exhibit C, attached hereto); and

WHEREAS, on November 12, 1992, the Agency considered the Urban Renewal Plan for the West Seltice Urban Renewal Area (hereafter referred to as the "Plan") and voted to recommend adoption of the Plan to the City Council (Minutes, Exhibit D attached hereto); and

WHEREAS, on November 24, 1992, the Post Falls Planning and Zoning Commission considered the Urban Renewal Plan and recommended that the Plan be approved by the City Council (Minutes, Exhibit E attached hereto); and

WHEREAS, on November 6, November 25, and December 10, 1992, Notice of Public Hearing was published in the official newspaper for public notices, setting the date for public hearing before the Planning Zoning Commission and the date for hearing before the City Council on December 15, 1992; and

WHEREAS, Notice of Hearing and a copy of the proposed Plan was hand-delivered to all taxing entities potentially impacted by the Plan including Kootenai County, School District No. 271, The Post Falls Highway District, The Post Falls Fire District, North Idaho College, Kootenai Medical Center and The Kootenai County Ambulance District on or about November 20, 1992; and

WHEREAS, on December 15, 1992, the Post Falls City Council conducted a public hearing to consider adoption of the Plan; and

WHEREAS, the Legislature of the State of Idaho has enacted Chapter 29, Title 50, Idaho Code, authorizing Urban Renewal Agencies (including the Agency) to adopt Revenue Allocation Financing Provisions as part of their Urban Renewal Plans; and

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WHEREAS, the Plan presented by the Agency contains a Revenue Allocation Financing provision and sets forth a Revenue Allocation Financing area; and

WHEREAS, as required by applicable law, the Plan contains the following information which was made available to the general public and all taxing districts with taxing authority within the West Seltice Way Urban Renewal Area including: a) A statement of the objectives of the municipality in undertaking the Urban Renewal Project; b) An estimate of the cost of the Urban Renewal Project; c) The sources of revenue to finance those costs, including estimates of Revenue Allocation Financing under the Act; d) An estimate of the amount of bonded indebtedness to be incurred; e) The duration of the Project's existence; f) A description of the Revenue Allocation Area; g) A statement of the estimated impact of Revenue Allocation Financing on all taxing districts impacted by the Project; and

WHEREAS, it is necessary and in the best interest of the citizens of Post Falls, Idaho, to adopt the Plan, including Revenue Allocation Financing provisions, since Revenue Allocation will assist in financing Urban Renewal projects to be completed in accordance with the Plan (as now or hereafter amended) in order to encourage private development in said Urban Renewal Area, prevent and arrest decay within the Area due to the inability of existing financing methods to provide needed public improvements, to facilitate the long-term growth of the common tax base, to encourage private investment within the City, and to further the public purposes of the Agency.

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

SECTION 1. That it is hereby found and determined that:

- a. The West Seltice Urban Renewal Area, as defined in Resolution No. 92-28, continues to be a deteriorated or a deteriorating area as defined in the Act and qualifies as an eligible urban renewal area under the Act;
- b. The rehabilitation, conservation, and redevelopment of the Urban Renewal Area pursuant to the Plan is necessary in the interest of the public health, safety, and welfare of the residents of the City of Post Falls;
- c. There continues to be a need for the Agency to function within the City of Post Falls;
- d. The West Seltice Urban Renewal Plan should be implemented by the Urban Renewal Commission; and
- e. Revenue Allocation Financing for the area defined in the Plan will be utilized to finance public improvements.

SECTION 2. That there is not expected to be any displacement of persons or families within the West Seltice Urban Renewal Area.

SECTION 3. That said Urban Renewal Plan conforms to the Comprehensive Plan of the City of Post Falls, Idaho.

SECTION 4. That said Plan gives due consideration to the provision of adequate open space, park and recreation areas as may be desirable for neighborhood improvement, and shows

ORDINANCE NO. 693; page 2

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consideration for the health, safety and welfare of the residents and businesses in the general vicinity of the Urban Renewal Area covered by the Plan.

SECTION 5. That said Urban Renewal Plan affords maximum opportunity, consistent with the sound needs of the City as a whole, for rehabilitation and redevelopment of the West Seltice Urban Renewal Area by private enterprise.

SECTION 6. That the Urban Renewal Plan, a copy of which is attached hereto and marked Exhibit A and made a part hereof by reference be, and the same hereby is, approved and adopted.

SECTION 7. The Revenue Allocation Area, a description of which is part of the Plan, is hereby accepted and adopted.

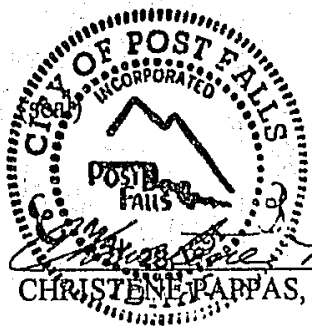
SECTION 8. That upon the effective date of this Ordinance, the City Clerk is authorized and directed to transmit to the County Auditor and Tax Assessor of Kootenai County, and the appropriate officials of other affected taxing districts, a copy of this Ordinance, a copy of the legal description of the boundaries of the Revenue Allocation Area, and a map indicating the boundaries of the Revenue Allocation Area.

SECTION 9. That the City Council hereby finds and declares that the equalized assessed valuation within the Revenue Allocation Area is likely to increase as a result of the initiation and completion of Urban Renewal Projects pursuant to the Urban Renewal Plan.

SECTION 10. That this Ordinance shall be in full force and effect from and after its passage, approval and publication according to law, and shall be retroactive to January 1, 1992, to the extent permitted by the Economic Development Act.

PASSED by the City Council and APPROVED by the Mayor this 22 day of December, 1992.

James Hammond
JAMES HAMMOND, MAYOR



Christine Pappas
CHRISTINE PAPPAS, CITY CLERK

Published: _____

STATE OF IDAHO }
COUNTY OF KOOTENAI } SS
AT THE REQUEST OF }
City of Post Falls
DEC 30 11 00 AM '92
TGR: TARRANT }
FEE\$ 27.00 } DEPUTY

1288246

APPENDIX A

BOUNDARY DESCRIPTIONS

URBAN RENEWAL DISTRICT

TAX ALLOCATION DISTRICT

1288246

LEGAL DESCRIPTION

URBAN RENEWAL DISTRICT

AN URBAN RENEWAL DISTRICT DEFINED BY THE FOLLOWING DESCRIBED BOUNDARY.

A DISTRICT LOCATED IN THE SOUTH ONE-HALF OF SECTIONS THIRTY-TWO AND THIRTY-THREE, TOWNSHIP FIFTY-ONE NORTH, RANGE FIVE WEST, AND SECTIONS THREE, FOUR, AND FIVE, TOWNSHIP FIFTY NORTH, RANGE FIVE WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, STATE OF IDAHO, AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF THE GREENACRES PLAT 9; THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY OF PLEASANT VIEW ROAD TO THE NORTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 90, THENCE EASTERLY ALONG SAID RIGHT-OF-WAY TO THE WESTERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN RAILROAD, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE NORTH RIGHT-OF-WAY OF SELTICE WAY; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY TO THE EAST RIGHT-OF-WAY OF CHASE ROAD; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE SOUTHERLY BOUNDARY OF THE BURLINGTON NORTHERN RAILROAD; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY TO THE NORTH BOUNDARY OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, THENCE WESTERLY ALONG SAID NORTH BOUNDARY TO THE SOUTHEAST CORNER OF THE WEST

1288246

ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID WEST ONE-HALF, OF THE NORTHWEST ONE-QUARTER, OF THE SOUTHEAST ONE-QUARTER OF SECTION 33 TO THE NORTH BOUNDARY OF THE SOUTH ONE-HALF OF SAID SECTION 33; THENCE WESTERLY ALONG SAID NORTH BOUNDARY TO THE EAST RIGHT-OF-WAY OF MCGUIRE ROAD; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY TO THE NORTH RIGHT-OF-WAY OF SELTICE WAY, THENCE WESTERLY ALONG SAID RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF LOT 126 OF THE GREENACRES PLAT 10, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID LOT 126 TO THE NORTHEAST CORNER OF SAID LOT 126; THENCE WESTERLY ALONG THE CITY LIMITS OF THE CITY OF POST FALLS TO THE SOUTHWEST CORNER OF TAX NUMBER 5971; THENCE NORTHERLY ALONG THE WEST BOUNDARY OF SAID TAX NUMBER 5971 TO THE SOUTHERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN RAILROAD, THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY TO THE WEST BOUNDARY OF THE GREENACRES PLAT 10, THENCE SOUTHERLY ALONG SAID EAST BOUNDARY TO THE NORTHEAST CORNER OF LOT 8 OF THE GREENACRES PLAT 9 AND THE POINT OF BEGINNING.

1288246

LEGAL DESCRIPTION

TAX ALLOCATION DISTRICT

A TAX ALLOCATION DISTRICT DEFINED BY THE FOLLOWING DESCRIBED BOUNDARY.

A DISTRICT LOCATED IN THE SOUTH ONE-HALF OF SECTIONS THIRTY-TWO AND THIRTY-THREE, TOWNSHIP FIFTY-ONE NORTH, RANGE FIVE WEST, AND SECTIONS FOUR AND FIVE, TOWNSHIP FIFTY NORTH, RANGE FIVE WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, STATE OF IDAHO, AND MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8 OF THE GREENACRES PLAT 9; THENCE SOUTHERLY ALONG THE EAST RIGHT-OF-WAY OF PLEASANT VIEW ROAD TO THE SOUTHWEST CORNER OF LOT 9, GREENACRES PLAT 9; THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF LOTS 9, 10, AND 11 OF GREENACRES PLAT 9 TO THE SOUTHEAST CORNER OF SAID LOT 11, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF LOT 11, TO THE SOUTHWEST CORNER OF LOT 5, GREENACRES PLAT 9, THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF LOTS 5, 4, 3, AND 2, GREENACRES PLAT NINE TO THE NORTHWEST CORNER OF LOT 16, GREENACRES PLAT 9, THENCE SOUTHERLY ALONG THE WEST BOUNDARY OF SAID LOT 16 TO THE SOUTHWEST CORNER OF TAX NUMBER 12014, THENCE EASTERLY ALONG THE SOUTH BOUNDARY OF TAX NUMBER 12014 TO THE WEST RIGHT-OF-WAY OF McGUIRE

1288246

ROAD, THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY OF MCGUIRE ROAD TO THE RIGHT-OF-WAY OF INTERSTATE 90, THENCE EASTERLY ALONG THE RIGHT-OF-WAY OF INTERSTATE 90 TO THE SOUTHEAST CORNER OF TAX NUMBER 12197, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID TAX NUMBER 12197 TO THE SOUTH RIGHT-OF-WAY OF SELTICE WAY, THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY OF SELTICE WAY TO THE EAST BOUNDARY OF SECTION 4, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID SECTION 4 TO THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID LOT 33 TO THE SOUTH RIGHT-OF-WAY OF THE BURLINGTON NORTHERN RAILROAD, THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY TO THE SOUTHERLY BOUNDARY OF THE BURLINGTON NORTHERN RAILROAD; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY TO THE NORTH BOUNDARY OF THE SOUTH ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, THENCE WESTERLY ALONG SAID NORTH BOUNDARY TO THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 33, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID WEST ONE-HALF, OF THE NORTHWEST ONE-QUARTER, OF THE SOUTHEAST ONE-QUARTER OF SECTION 33 TO THE NORTH BOUNDARY OF THE SOUTH ONE-HALF OF SAID SECTION 33; THENCE WESTERLY ALONG SAID NORTH BOUNDARY TO THE EAST RIGHT-OF-WAY OF MCGUIRE ROAD; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY TO THE NORTH RIGHT-OF-WAY OF SELTICE WAY, THENCE WESTERLY ALONG SAID

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RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF LOT 126 OF THE GREENACRES PLAT 10, THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID LOT 126 TO THE NORTHEAST CORNER OF SAID LOT 126; THENCE WESTERLY ALONG THE CITY LIMITS OF THE CITY OF POST FALLS TO THE SOUTHWEST CORNER OF TAX NUMBER 5971; THENCE NORTHERLY ALONG THE WEST BOUNDARY OF SAID TAX NUMBER 5971 TO THE SOUTHERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN RAILROAD, THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY TO THE WEST BOUNDARY OF THE GREENACRES PLAT 10, THENCE SOUTHERLY ALONG SAID EAST BOUNDARY TO THE NORTHEAST CORNER OF LOT 8 OF THE GREENACRES PLAT 9 AND THE POINT OF BEGINNING.

After recording, please mail to:

Robert S. Delaney, PLLC
Attorney at Law
3132 East Eighteenth Avenue
Spokane, Washington 99223

788509

DEED OF TRUST

THIS DEED OF TRUST is made on September 12, 2019 between **ROBERT WILHELM**, unmarried (the "Grantor"), whose address is 923 West Grange Avenue, Post Falls, Idaho 83854, **FIRST AMERICAN TITLE COMPANY** ("Trustee"), whose address is 1866 North Lakewood Drive, Coeur d'Alene, Idaho 83814, and **THE WTW REVOCABLE TRUST DATED DECEMBER 20, 2017** (the "Beneficiary"), whose address is P.O. Box 1238, Post Falls, Idaho 83877.

A. The Grantors hereby bargain, sell and convey to the Trustee in trust, with power of sale, the following described real property in Kootenai County, Idaho commonly known as 460 North Elm Road, Post Falls, Idaho 83854 (the "Property"):

That portion of Tracts 47 and 48 Greenacres Irrigation District Plat No. 9, according to the plat thereof recorded in Book "B" of Plats, page 86, records of Kootenai County, Idaho, lying north of the north right-of-way line of Interstate 90; EXCEPT therefrom the right of way of Elm Road and Interstate 90; situate in Kootenai County, Idaho.

Tax Parcel No. P390005047AA,

which Property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now for hereafter thereunto belonging to in any wise appertaining, and the rents, issues and profits thereof.

B. This Deed of Trust is for the purpose of securing performance of a Promissory Note (the "Note") of even date executed by the Grantor and each

agreement therein contained, and payment of the sum **\$205,000.00** with interest, in accordance with the terms of said Note payable to Beneficiary or order, and made by the Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to the Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

C. This Deed of Trust is a first lien against the Property. The Note secured by this Deed of Trust requires that the Note balance be paid in full on or before September 12, 2020.

To protect the security of this Deed of Trust, the Grantor and Beneficiary now covenant and agree as follows:

1. **Payment of Principal and Interest.** The Grantor shall promptly pay when due all principal and accrued interest, if any, that may be due under the Note of the same date secured by this Deed of Trust, and any charges provided in the Note together with any other sums owed under said Note and this Deed of Trust.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by the Beneficiary from the Grantor or its successors in interest shall be applied by the Beneficiary to the Note in the following priority: (a) interest accrued, if any, under the Note; (b) interest accrued, if any, on advances made under the authority of this Deed of Trust or the Note; (c) principal due according to the Note; (d) advances made under the authority of this Deed of Trust or Note; and then (e) any other sums secured by this instrument in such order as the Beneficiary, in his discretion, may determine.

3. **Preservation and Maintenance of Property.** The Grantor shall keep the Property in good condition and repair; permit no waste, impairment or deterioration thereof; complete any building, structure or improvement being built or about to be built thereon; restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property.

4. **Charges; Liens.** The Grantor shall pay before delinquent all lawful taxes, water and sewer charges, assessments, rents and other impositions attributable to the Property. Further, the Grantor shall keep the Property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

5. **Insurance; Protection of Beneficiary's Security.** The Grantor shall keep all buildings now or hereafter erected on the Property described herein

continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

The Grantor shall defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary of Trustee, and pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding and in any suit brought by Beneficiary to foreclose this Deed of Trust. The Grantor shall likewise pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. **Advances by Beneficiary.** Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property hereinabove described, Beneficiary may pay the same, and the amount so paid with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

7. **Condemnation.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

8. **Non-Waiver.** By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

9. **Reconveyance.** The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

10. **Beneficiary's Remedies.** Upon default by the Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request

of Beneficiary, the Trustee shall sell the trust Property, in accordance with the Deed of Trust Act of the State of Idaho, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

The Trustee shall deliver to the purchaser at the sale its Trustee's Deed, without warranty, which shall convey to the purchaser the interest in the Property that Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. The Trustee's Deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Idaho is not an exclusive remedy. Beneficiary may, in the alternative, cause this Deed of Trust to be foreclosed as a mortgage by bringing a civil action for judicial foreclosure and seek a deficiency.

11. **Grantor's Interest Non-Assignable (Due on Sale Clause).** The Grantor acknowledges and agrees that the indebtedness secured by this Deed of Trust is personal to the Grantor, and that the Grantor's personal responsibility, financial capability and control of the collateral which is evidenced by a Note of the same date are material inducements upon which the Beneficiary has relied in accepting the Note from the Grantor. If the Grantor should sell, assign, alienate, encumber, transfer or contract to sell, assign, alienate, encumber or transfer title to or possession of any part of such collateral by deed, assignment, contract of sale, lease with an option to purchase, deed of trust, mortgage or other transfer or conveyance or encumbrance agreement, or if there is a change in voting control of the Grantor or if the collateral is abandoned by the Grantor or if there is any other change prohibited by the Note or this Deed of Trust, then the Beneficiary may, in their sole discretion, declare the Grantor in default of the Note and this Deed of Trust and further declare the entire principal balance of the Note immediately due and payable.

12. **Assignment of Rents and Leases.** The Grantor absolutely and unconditionally assigns and transfers to the Beneficiary all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. The Grantor authorizes the Beneficiary or its agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to the Beneficiary or its agents. However, the Grantor shall receive the Rents until (i) the Beneficiary has given the Grantor notice of default pursuant to this

agreement and (ii) the Beneficiary has given notice to the tenant(s) that the Rents are to be paid to the Beneficiary or its agent.

This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. If The Beneficiary gives notice of breach to the Grantor: (i) all Rents received by the Grantor shall be held by the Grantor as trustee for the benefit of the Beneficiary only, to be applied to the sums secured by the Deed of Trust; (ii) the Beneficiary shall be entitled to collect and receive all of the Rents of the Property; (iii) the Grantor agrees that each tenant of the Property shall pay all Rents due and unpaid to the Beneficiary or its agents upon its written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by the Beneficiary or its agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Deed of Trust; (v) the Beneficiary, its agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) the Beneficiary shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security. If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, then any funds expended by the Beneficiary for such purposes shall become indebtedness of the Grantor to the Beneficiary secured by the Deed of Trust.

The Beneficiary, or its agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to the Grantor. However, the Beneficiary, or its agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Deed of Trust are paid in full.

Upon the Beneficiary's request, the Grantor shall assign to the Beneficiary all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, the Beneficiary shall have the right to modify, extend or terminate the existing leases and to execute new leases, in the Beneficiary's sole discretion.

13. **Successor Trustee.** In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to

notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless the Trustee brings such action or proceeding.

14. **Successors and Assigns.** This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the Lender and owner of the note secured hereby, whether or not named as beneficiary herein.


15. **Remedies Cumulative.** The remedies described in this instrument, and the remedies described in the Note, are cumulative and distinct, and may be exercised concurrently or consecutively, as the Beneficiary and the Trustee determine. Nothing contained in this instrument shall bar the Beneficiary from disregarding this instrument and proceeding under the Note alone, if he so elects.

16. **Notice.** Until such time as either may notify the other in writing of a change of address, notice may be given to the Grantor or the Beneficiary when required under this instrument at the particular address set forth above for said party. All notices required by this instrument shall be in writing and shall state with particularity the information conveyed and the reasons why the notice is being given. Any notice may be given by deposit in the U.S. Mail at the addresses set forth above, by regular and certified mail, or by personal delivery.

17. **Severability.** The provisions of this instrument are several, and if a provision is determined to be invalid or unenforceable by a court of law or equity, the validity and enforceability of the rest of the instrument shall not be affected.

DATED: September 12, 2019.

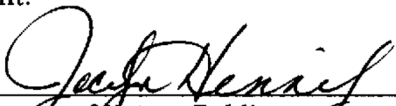
Grantor:

By: 
Robert Wilhelm

State of Idaho S
 S
County of Kootenai S

I certify that I know or have satisfactory evidence that Robert Wilhelm signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: September 11, 2019



Signature of Notary Public
Commission Expires: 06/08/2021

JOCELYN HENNING
Notary Public - State of Idaho
Commission Number 66040
My Commission Expires 06-08-2021

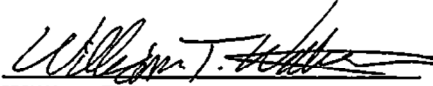
APPOINTMENT OF SUCCESSOR TRUSTEE

WHEREAS, Robert Wilhelm, an unmarried man, is the GRANTOR, First American Title Company is the TRUSTEE, and The WTW Revocable Trust Dated December 20, 2017 is the BENEFICIARY under that certain **Deed of Trust** recorded on September 13, 2019 in the records of Kootenai County, Idaho under Instrument No. 2711968000.

THEREFORE, the undersigned, as the Beneficiary under said Deed of Trust, does hereby appoint Alliance Title & Escrow Corporation, a ~~Delaware corporation~~ with a mailing address of 2157 N. Main St., Coeur d' Alene, ID 83814, as the SUCCESSOR TRUSTEE under said Deed of Trust. Said Successor Trustee shall have all powers of Trustee under the Deed of Trust effective immediately.

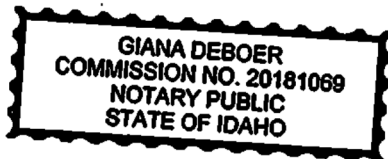
IN WITNESS WHEREOF, I have signed this instrument on the date acknowledged below:


Beneficiary:


William T. Withers, Trustee

STATE OF IDAHO
County of Kootenai

This record was acknowledged before me on the 24 day of February, 2020 by William T. Withers as Trustee of The WTW Revocable Trust Dated December 20, 2017.




Signature of notary public
My commission expires: 06/11/2024

316199

WARRANTY DEED

BOOK 259 PAGE 054

Project I-IG-90-1(91)0
Parcel No. 19

Access Rights Negative Easements

THIS INDENTURE, Made this 29th day of November, 1967, between

Chauncey McKinley Medley, A widower

Grantor and the State of Idaho, by and through the Idaho Board of Highway Directors, Grantee.

WITNESSETH: That the Grantor, for and in consideration of ONE AND NO/100ths (\$1.00) Dollars, paid to him, receipt whereof is acknowledged, has granted, bargained, sold, and conveyed and by these presents do grant, bargain, sell and convey unto the Grantee, its successors and assigns forever, in fee simple, the land described in Schedule A attached hereto and made a part hereof and situated in the County of Kootenai, State of Idaho.

TOGETHER with all rights of access between the right of way of the said project and the remaining contiguous real property belonging to the Grantor, except for:

Grantor agrees that no building or structures, except irrigation or drainage structures, will be permitted to be constructed within 20 feet of the right of way of the said project.

Grantor conveys unto the Grantee the right to prohibit junkyards on any of remaining land within 1000 feet of the right of way of the said project, and the right to prohibit advertising signs, displays and devices within 660 feet thereof; provided that advertising relating to business conducted on any of the Grantor's remaining land be permitted not closer than 20 feet therefrom, but only on land utilized exclusively for said business.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee and its successors and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that he is the owner in fee simple of said premises; that they are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

Chauncey McKinley Medley

STATE OF Idaho)
County of Kootenai) ss.

On this 29th day of November 1967, before me, the undersigned a Notary Public in and for said State, personally appeared

SCHEDULE A

Sheet 1 of 1

Project No. I-IG-90-1(91)0

Parcel No. 19

Land situated in Kootenai County

A parcel of land being on both sides of the centerline of Interstate 90, Project No. I-IG-90-1(91)0 Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of Tracts 47 and 48, and Tracts 49 and 50 lying North of the Right of Way of the Spokane Inland Electric Railway (Great Northern) in Plat No. 9, East Greenacres according to the Official Plat thereof now on file and of record in Book B of Plats at Page 86 in the Office of the County Recorder of Kootenai County, Idaho, described as follows, to-wit:

Beginning at the Northeast corner of Tract 48 of said Plat No. 9, East Greenacres, Kootenai County, Idaho; thence South 1°05'20" West along the East line of said Tract 48, a distance of 299.91 feet (shown of record to be 298.6 feet) to a point in the Northerly Right of Way line of the Spokane Inland Electric Railway (Great Northern); thence South 79°28' West along said Railroad Right of Way line 1315.0 feet, more or less, to a point in the West line of Tract 50 of said Plat No. 9, East Greenacres, Kootenai County, Idaho; thence North 1°05'28" East along the West line of said Tract 50 and the West line of Tract 47 of said Plat No. 9, East Greenacres, Kootenai County, Idaho 420.68 feet to a point 181.52 feet Northerly and radially from Station 160+93.13 of the Westbound Lane Survey as shown on the Plans of said Interstate 90, Project No. I-IG-90-1(91)0 Highway Survey; thence North 80°24'34" East - 800.0 feet, more or less, to a point in the North line of said Tract 48; thence South 88°08'58" East along said North line 489.99 feet to the Place of Beginning.

Together with all right, title and interest of the Grantor in and to those portions of existing Elm and McGuire Roads adjoining Parcel No. 19 above described.

EXCEPT that portion conveyed to Theodore L. Medley and Barbara J. Medley, husband and wife, by deed recorded October 16, 1969, as Instrument No. 554249, records of Kootenai County, Idaho.

Westbound Lane Survey Station Reference: 160+70 to 173+70.

The area conveyed by this instrument contains approximately 11.33 acres.

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho Plane Coordinate System, based on the transverse mercator projection for the West Zone of Idaho. To convert to geodetic bearings, a correction of 0°54'54" must be subtracted from all Northeast and Southwest bearings and added to all Northwest and Southeast bearings.

Filed and recorded at the request of DANHANDLE TRUCK CO
at 3:30 o'clock P. M. this 22 day of DEC 1972
By: Harold E. Peterson Deputy
County Auditor-Recorder
Kootenai County, Idaho
Return to Deputy Harry, Boise, Id.

626593

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract and Grant of Water Pipeline Turnout Easement

THIS CONTRACT AND GRANT OF EASEMENT, Made this 13th day of April, 1973, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the officer executing this contract and,

CHAUNCEY MCKINLEY MEDLEY, a widower,

hereinafter collectively referred to as Grantor;

In consideration of the mutual promises and considerations herein made, it is agreed as follows:

1. The Grantor does hereby grant unto the United States, and its assigns, a perpetual easement on, over and across the following described land situated in the County of Kootenai, State of Idaho, to-wit:

Parcel 1(d,1) The North 20 feet of the West 20 feet of Tract 47, Plat No. 9, East Greenacres, according to the plat recorded in Book B of Plats at Page 86.

(a) Said grant of perpetual easement hereinabove described shall include: (1) The perpetual right to enter upon said premises, survey, construct, reconstruct, operate, inspect, maintain, and remove a water pipeline turnout and appurtenances, (2) the right of ingress and egress for men, materials and equipment for utilizing the easement granted.

2. The easement herein granted shall include the right and privilege of the United States, its contractors, and assigns, to damage, destroy and remove any and all buildings, structures, perennial plants, shrubs, trees, and any other improvements, except those specifically hereinafter agreed to be reserved to the Grantor in Article 2 (c) and 3, within the easement area hereinabove described; and, the Grantor acknowledges that the consideration hereinafter expressed is full and complete payment for any such damages not repaired; provided however,

(a) All fences, driveways, pipelines, culverts, drain tiles, and irrigation systems within the easement area which are damaged or destroyed shall be repaired by the United States in a good and workmanlike manner; and

(b) Topsoil will be replaced and the surface of the easement areas shall be returned to as near original condition as practicable.

(c) (Specific reservations)

3. The right to cultivate and harvest any crop growing on the easement area, at the time of construction of said turnout and appurtenances, shall be reserved to the Grantor, his heirs and assigns, or tenants, if any. If said land is required by the United States prior to the time of the harvest of said crops, and in the event the crop is damaged or destroyed prior to harvest, the United States shall pay to the Grantor, his heirs and assigns, and tenants, in addition to the sum named herein, the amount of such damages as determined by an appraisal approved by the Secretary of the Interior or his duly authorized representative made on or about the date the damage occurs.

4. If after construction is complete damages to crops, perennial plants, shrubs, other permitted improvements, or trees or buildings approved by the United States or its assigns, then on the easement area described in Article 1 occur as a result of reconstruction, maintenance, or operation of the turnout and appurtenances, payment for such damages shall be made by the United States or its assigns to the then owner on the basis of an appraisal approved by the Secretary of the Interior or his duly authorized representative made on or about the date such damage occurs.

5. In case of permanent abandonment by the United States or its assigns of said perpetual easement, the title and interest herein granted shall cease and title shall revert to the then fee owner of the real property.

6. The grant of easement herein contained is subject to rights-of-way of any nature whatsoever of record and in use, and any outstanding mineral rights.

7. It is a condition precedent to any payment made under this contract that the Grantor, his heirs or assigns shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Grantor, his heirs or assigns may be advised by the United States are necessary and proper to show title to the property. Certificates of title or title insurance will be procured by the United States at its expense. The expense of recording this contract shall be borne by the United States.

The United States shall reimburse the Grantor in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Grantor:

(a) Recording fees, transfer taxes and similar expenses incidental to conveying the easement described herein to the United States;

(b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property which the United States requires to be released; and

(c) The pro rata portion of the current year's real property taxes paid which are allocable to the easement rights described herein for the period subsequent to the date of vesting title to the easements in the United States, or the effective date of possession of the easements by the United States, whichever is earlier. The Grantor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by him, and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

8. It is understood and agreed that if the Secretary of the Interior determines that the interest acquired hereunder by the United States should be the subject of acquisition through judicial procedure, either to procure a safe title or for any other reason, then the compensation to be claimed by the Grantor and the award to be made for said interest in said proceeding shall be upon the basis of the consideration and conditions herein provided.

BOOK 261 PAGE 949

9. Grantor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or bona fide established commercial agencies maintained by the Grantor for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

10. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

11. As just compensation for the above grant of easements and for the rights and privileges provided in this contract, the United States agrees to pay Grantor the sum of-----\$20.00----dollars.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above written.

Chauncey McKinley Medley
Grantor
Chauncey McKinley Medley

THE UNITED STATES OF AMERICA
By Stanley Wallace

Grantor

(Title)
Project Construction Engineer

Grantor

Grantor

STATE OF IDAHO)
County of KOOTENAI) ss.

On this day personally appeared before me CHAUNCEY MCKINLEY MEDLEY,
a widower,

to me known to be the individual described in and who executed the within
and foregoing instrument, and acknowledged that he signed the same
as his free and voluntary act and deed, for the uses and purposes
therein mentioned.

Given under my hand and official seal this 13th day of April
1973 .



(SEAL)

Chauncey McKinley Medley

Notary Public in and for the
State of Idaho
Residing at Boise

My commission expires: 1/1/77

STATE OF)
County of) ss.

On this day personally appeared before me

to me known to be the individual described in and who executed the within
and foregoing instrument, and acknowledged that he signed the same
as his free and voluntary act and deed, for the uses and purposes
therein mentioned.

Given under my hand and official seal this _____ day of _____
19 _____ .

(SEAL)

Notary Public in and for the
State of
Residing at

Filed and recorded at the request of *Law of Rec*
12 30 o'clock *P* M, this _____ day of _____, 1973
By: *Harold E. Peterson* Deputy
Notary Public in and for the State of Idaho
Residing at _____
My commission expires: _____
Fee \$ *500*
Return to *14 857 Post Falls Ida*

Tax Record

DATA AS OF: 11/12/2021 1:53:44 AM PST

PIN Number P390005047AA	Alternate ID 130308	Tax Roll Real Property
----------------------------	------------------------	---------------------------

Current Owner WILHELM ROBERT L 460 N ELM RD POST FALLS ID 83854	Owner Information Owner of Record WILHELM ROBERT L	Lender
---	--	---------------

SITUS 460 N ELM RD LEGAL DESCRIPTION TAX#25955 [IN SE-NE] 0550N05W	Location / Description TAG 011000
---	---

Tax Year: 2021	Bill Number: 225369	Tax Bill ID: 2892366			
Installment					
Period	Due Date	Tax	Penalty/Fee	Interest	Total Due
Inst 1	12/20/2021	\$1,402.69	\$0.00	\$0.00	\$1,402.69
Inst 2	6/20/2022	\$1,402.69	\$0.00	\$0.00	\$1,402.69
Current Year					\$2,805.38

Five Year Taxes Due

NO DELINQUENT TAXES

Year / Bill Number 2021 / 225369 v

Authority	Assessment Information			Gross	Credits	Savings	Net Tax
	Exempt	Taxable	Rate				
1-KOOTENAI CO							
CURRENT EXPENSE	0	268,800	0.000243433	65.43	0.00	0.00	65.43
LIABILITY INSURANCE	0	268,800	0.000028875	7.76	0.00	0.00	7.76
INDIGENT	0	268,800	0	0.00	0.00	0.00	0.00
REVALUATION	0	268,800	0.000113459	30.50	0.00	0.00	30.50
HISTORICAL SOCIETY	0	268,800	0.000000822	0.22	0.00	0.00	0.22
JUSTICE FUND	0	268,800	0.001305439	350.90	0.00	0.00	350.90
NOXIOUS WEEDS	0	268,800	0.000013037	3.50	0.00	0.00	3.50
AIRPORT	0	268,800	0.000004915	1.32	0.00	0.00	1.32
HEALTH UNIT	0	268,800	0.000029414	7.91	0.00	0.00	7.91
PARKS & REC	0	268,800	0.00001535	4.13	0.00	0.00	4.13
COUNTY FAIR	0	268,800	0.000004502	1.21	0.00	0.00	1.21
DISTRICT COURT	0	268,800	0.000228862	61.52	0.00	0.00	61.52
210-CITY POST FALLS							
CITY OF POST FALLS	0	268,800	0.003413995	917.68	0.00	0.00	917.68
255-KC FIRE & RESCUE							
KOOTENAI CO FIRE & RESCUE	0	268,800	0.001618203	434.97	0.00	0.00	434.97
271-COMM LIBRARY NET J							
KOOTENAI CONSOLIDATED LIBRARY	0	268,800	0.000236	63.44	0.00	0.00	63.44
351-N ID COLLEGE							
NORTH IDAHO COLLEGE	0	268,800	0.000649505	174.59	0.00	0.00	174.59
354-KOOTENAI-EMS							
KOOTENAI CO EMS 47173	0	268,800	0.000115613	31.08	0.00	0.00	31.08
457-SOLID WASTE-S/A							

SOLID WASTE FEES	0	2	88	176.00	0.00	0.00	176.00
232-SCHOOL DIST #273-BOND							
SCHOOL DIST #273-POST FALLS	0	268,800	0.000521095	140.07	0.00	0.00	140.07
232-SCHOOL DIST#273-OTHER							
SCHOOL DIST #273-POST FALLS	0	268,800	0.000014919	4.01	0.00	0.00	4.01
232-SCHOOL DIST #273-SUPP							
SCHOOL DIST #273-POST FALLS SUPP	0	268,800	0.00085461	229.72	0.00	0.00	229.72
225-PF HIGHWAY #1-POST FALLS							
HD#1-DIST-M&O	0	268,800	0.000042684	11.47	0.00	0.00	11.47
HD#1-POST FALLS-M&O	0	268,800	0.000042684	11.47	0.00	0.00	11.47
HD#1-DIST-SPECIAL BRIDGE	0	268,800	0.000257824	69.30	0.00	0.00	69.30
HD#1-DIST-TORT	0	268,800	0.000005347	1.44	0.00	0.00	1.44
490-S/A-Aquifer Prot District							
Aquifer Protection District	0	6	1	5.74	0.00	0.00	5.74
Total Net Tax							2,805.38

Payment Information

Last Paid	Tax Year	Amount Paid	Receipt Number
6/15/2021	2020	\$1,386.60	B20.39315
By Whom Corelogic			
12/21/2020	2020	\$1,386.60	B20.21820
By Whom Corelogic			
5/16/2020	2019	\$813.32	U19.27595
By Whom ROBERT L WILHELM			
3/24/2020	2019	\$853.05	U19.23840
By Whom ALLIANCE TITLE & ESCROW CORP.			
6/20/2019	2018	\$752.86	B18.25875
By Whom WELLS FARGO			
12/20/2018	2018	\$752.86	B18.10020
By Whom WELLS FARGO			
6/20/2018	2017	\$732.43	B17.27290
By Whom WELLS FARGO			
12/20/2017	2017	\$732.44	B17.13401
By Whom WELLS FARGO			
6/20/2017	2016	\$738.03	B16.31067
By Whom WELLS FARGO			
12/20/2016	2016	\$738.03	B16.15928
By Whom WELLS FARGO			

Kootenai County, Idaho

generated on 11/12/2021 10:55:38 AM CST

Parcel

Parcel Number P390005047AA	AIN 130308	Situs Address 460 N ELM RD, POST FALLS	Data as of 11/6/2021
--------------------------------------	----------------------	--	--------------------------------

Owner Information

Owner Name	WILHELM ROBERT L
Owner Address	460 N ELM RD POST FALLS ID 83854
Transfer Date	05/26/2020
Document #	
Deed Book/Page	

Location / Description

Tax Authority Group	011000	Current Legal Desc.	TAX#25955 [IN SE-NE] 0550N05W
Situs Address	460 N ELM RD, POST FALLS		
Acreage	.5488		

Parcel Type

Property Class Code	541- Imp res lot/tract in city
Neighborhood Code	2999 MULTIFAMILY DISTRICT 2

Assessment Information

Appraisal Date	07-13-2021	Current Year	2021	Prior Year	2020
Market Value Land	\$150,000	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land	\$0
Market Value Improvement	\$118,800	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp	\$0
Total Market Value	\$268,800	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0
Acreage	0.5488	Total Market Value	\$268,800	Total Market Value	\$235,200
		Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0
		Ag/Timber Exemption	\$0	Ag/Timber Exemption	\$0
		Other Exemptions	\$0	Other Exemptions	\$0
		Net Taxable Value	\$268,800	Net Taxable Value	\$235,200

JIM BRANNON 2 P 2721779000
KOOTENAI COUNTY RECORDER
MMS Date 11/07/2019 4:46 PM
REQ OF POORMAN, SCOTT

RECORDING FEE: \$15.00 DD



Quitclaim Deed
(Wilhelm Consolidation)

For good and valuable consideration received, ROBERT WILHELM, an unmarried man, (hereafter "Grantor") does hereby grant, assign, convey, release and quitclaim without warranty or covenant of title unto ROBERT WILHELM, an unmarried man whose mailing address is 923 W. Grange Ave., Post Falls, ID 83854 (hereafter "Grantee"), and to the Grantee's heirs, successors and assigns forever, all of the Grantor's right, title and interest in the real property located in Kootenai County, Idaho, and legally described in **Exhibit A** attached and incorporated herein.

This instrument is made and recorded to re-describe the Grantee's real property following a boundary line adjustment with an adjacent parcel. No additional lot or parcel is created from this conveyance.

Dated this 5 day of November, 2019.

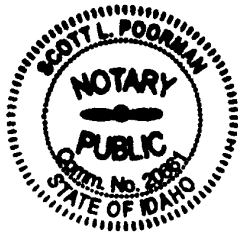
Grantor:

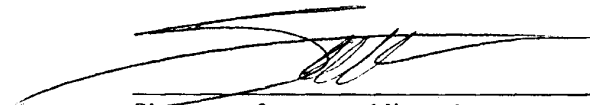


Robert Wilhelm

STATE OF IDAHO
County of Kootenai

This record was acknowledged before me on November 5, 2019 by Robert Wilhelm.





Signature of notary public
My commission expires: 6-5-2023

EXHIBIT 'A'

Legal Description

Parcel A – East of Elm Rd

A portion of Tract 47 of the GREEN ACRES IRRIGATION DISTRICT PLAT NO. 9, filed in book B of Plats at page 86, records of Kootenai County, in the northeast quarter of Section 5, T50N, R5W, BM, Kootenai County, Idaho, more particularly described as follows:

Commencing at the northeast quarter corner of said Section 5, marked by a 1-inch brass pin with chiseled "X", in a monument well, per CP&F instrument # 1687818;

Thence, coincident with the East line of said Section 5, S 0°56'49" W, 1,548.19 feet to the northerly Right-Of-Way of Interstate 90 (I-90);

Thence, coincident with said northerly Right-Of-Way, S 80°24'46" W, 1,153.38 feet, to the **Point of Beginning**;

Thence, coincident with said northerly Right-Of-Way, S 80°24'46" W, 171.93 feet to the easterly Right-Of-Way of Elm Road;

Thence, coincident with said easterly Right-Of-Way, N 0°57'09" E, 157.73 feet, to the northwest corner of said Tract 47;

Thence, coincident with the northerly line of said Tract 47, S 88°11'38" E, 170.90 feet;

Thence, leaving said northerly line, S 1°48'22" W, 123.75 feet to the **Point of Beginning**.

Containing 0.549 acres, 23,905 sqft, more or less.

JIM BRANNON 2 P 2711967000
KOOTENAI COUNTY RECORDER
PRG 9/13/2019 12:35 PM
REQ OF FIRST AMERICAN TITLE -
KOOTENAI
RECORDING FEE: \$15.00 DD
Electronically Recorded

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
1866 North Lakewood Drive
Coeur d'Alene, ID 83814

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **788509-C (jh)**

Date: **July 30, 2019**

For Value Received, **Ronald Dewey Anderson, an unmarried man**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Robert Wilhelm, an unmarried man**, hereinafter called the Grantee, whose current address is **923 W Grange Ave, Post Falls, ID 83854**, the following described premises, situated in **Kootenai County, Idaho**, to-wit:

THAT PORTION OF TRACTS 47 AND 48 GREENACRES IRRIGATION DISTRICT PLAT NO. 9, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK B OF PLATS, PAGE 86, RECORDS OF KOOTENAI COUNTY, IDAHO, LYING NORTH OF THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 90.

EXCEPT THEREFROM THE RIGHT OF WAY OF ELM ROAD AND INTERSTATE 90.

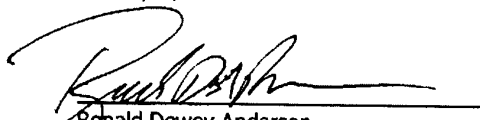
SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 07/30/2019

Warranty Deed
- continued

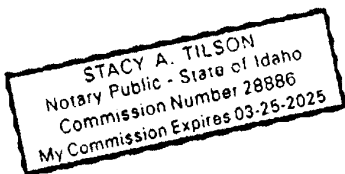
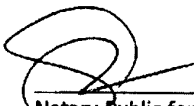
File No.: 788509-C (jh)



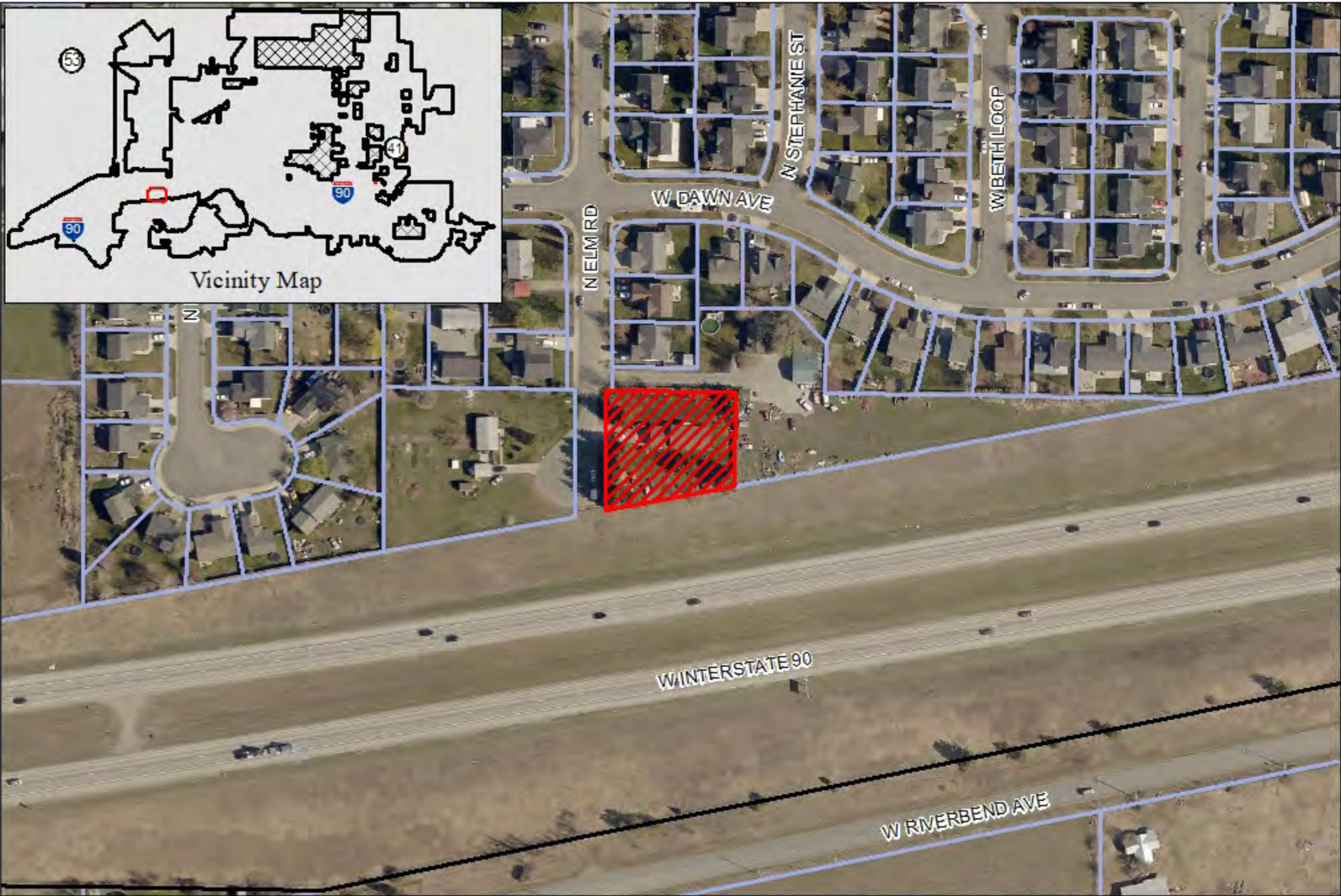
Ronald Dewey Anderson

STATE OF Idaho)
) ss.
 COUNTY OF Kootenai)

On this 13 day of Sept, 2019, before me, a Notary Public in and for said State, personally appeared **Ronald Dewey Anderson**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Notary Public for the State of Idaho
 Residing at: Coeur d'Alene, Idaho
 My Commission Expires: 06/08/2021 ^(P)
 3/25/2025



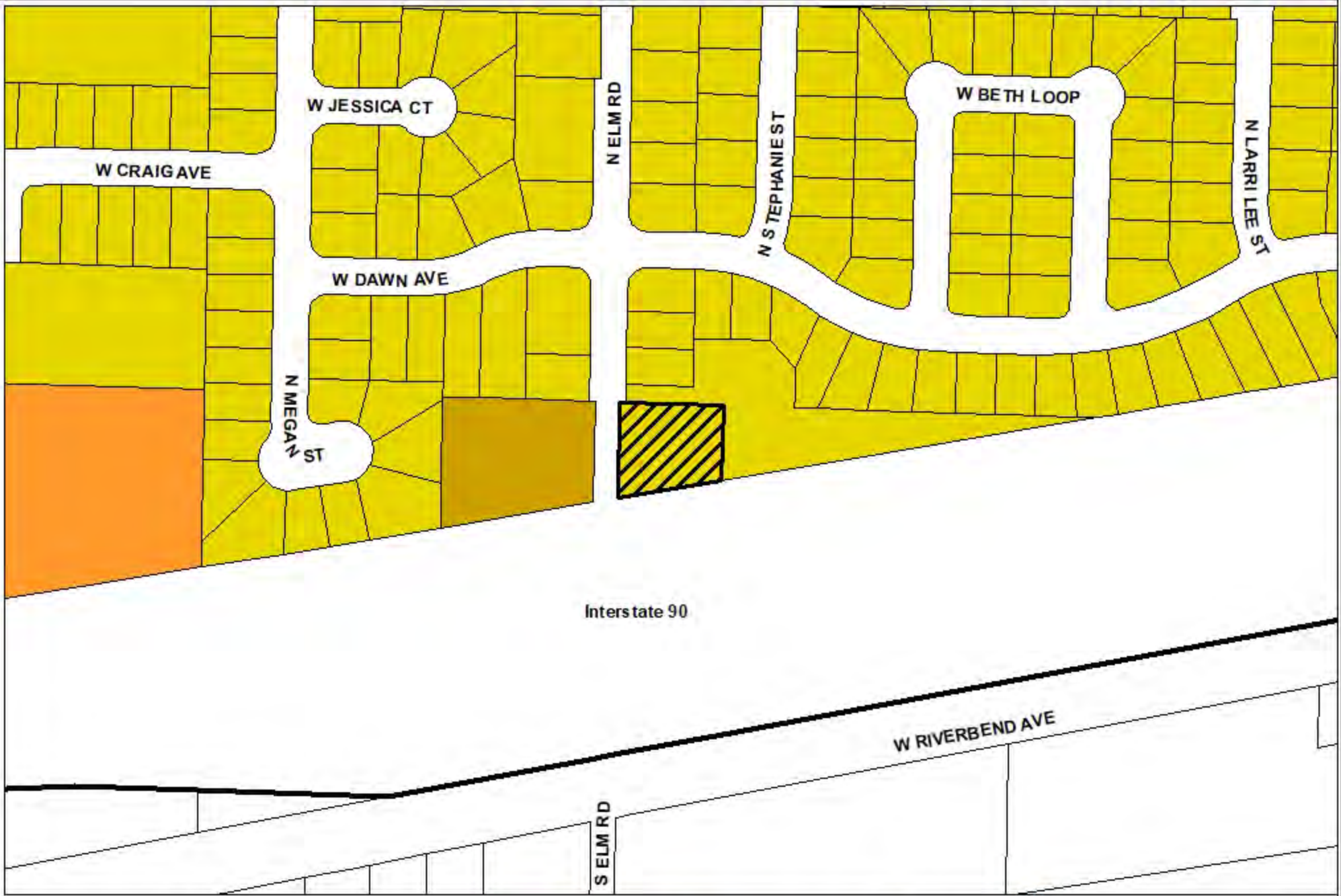
Vicinity Map

Project Location
 BARNUM'S ADDITION
 ZONE CHANGE
 File # ZC-22-3








-  Subject Site
-  City Boundary
-  Tax Parcels Exhibit S-1



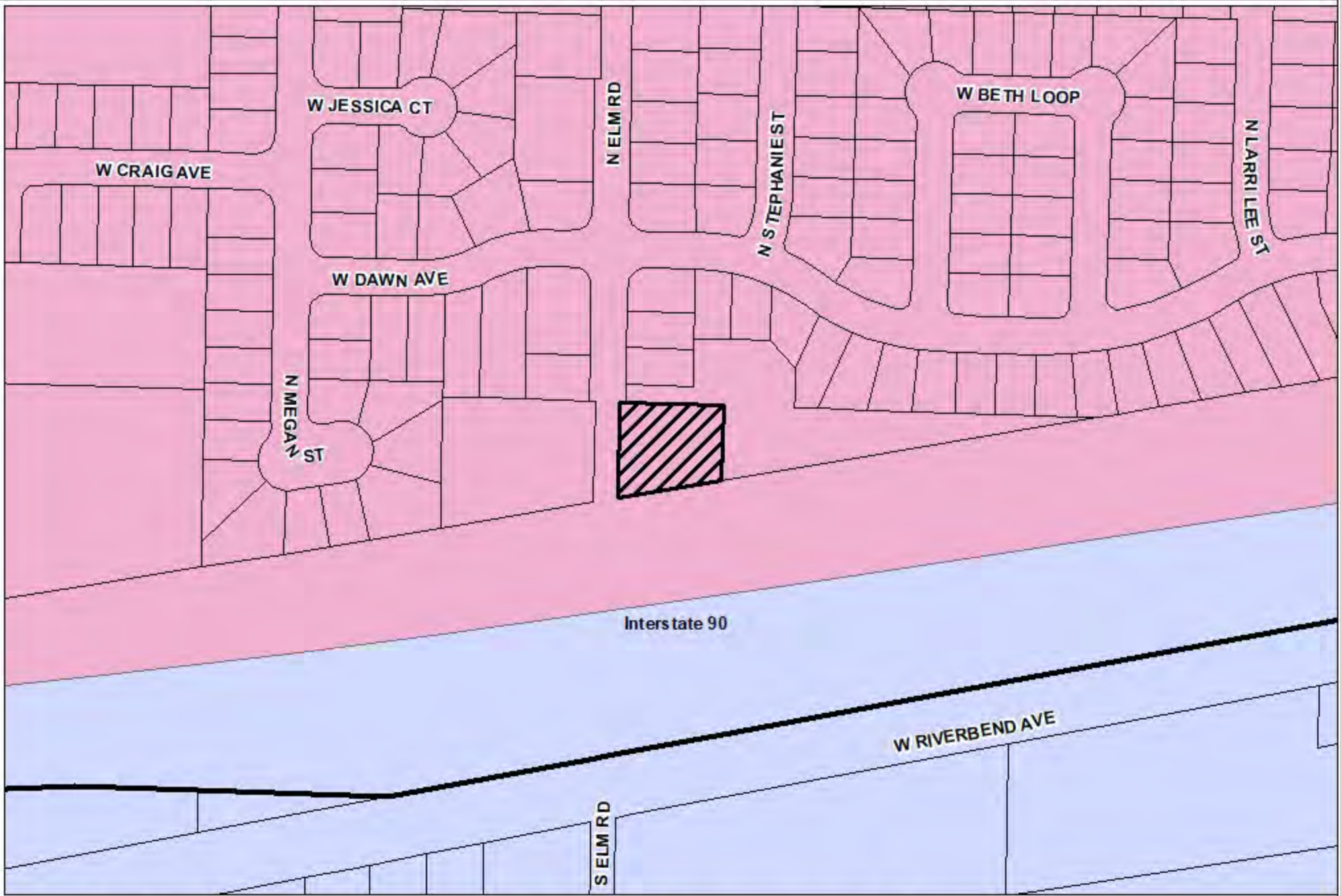


Zoning Map
 BARNUM'S ADDITION
 ZONE CHANGE
 File # ZC-22-3







-  City Boundary
-  Subject Site
-  R-1
-  R-2
-  R-3





Future Land Use Designation
 BARNUM'S ADDITION
 ZONE CHANGE
 File # ZC-22-3



-  City Boundary
-  Subject Site
-  Business/Commercial
-  Transitional





1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

May 6th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Barnum's Addition Zone Change File No. ZC-22-3

The Police Department has reviewed the above listed zone change and will remain Neutral on this request. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Lieutenant
Post Falls Police Department

Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

May 10, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

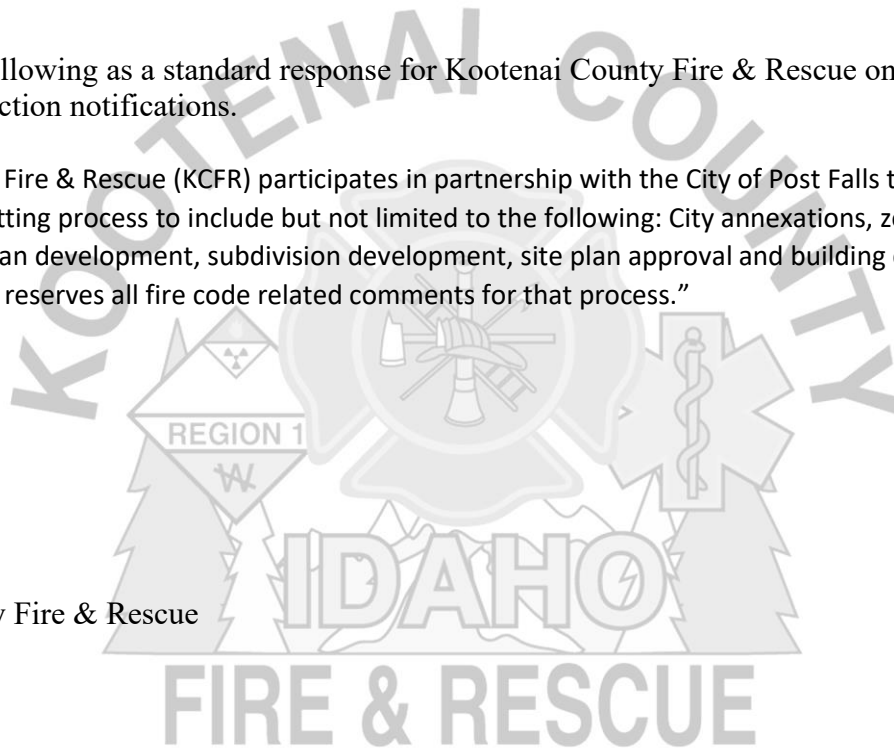
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates 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 II
Kootenai County Fire & Rescue
Division Chief
Fire Marshal





DEQ Response to Request for Environmental Comment

Date: May 10, 2022
Agency Requesting Comments: City of Post Falls
Date Request Received: May 6, 2022
Applicant/Description: ZC-22-3

Thank you for the opportunity to respond to your request for comment. While the Idaho Department of Environmental Quality (DEQ) does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <https://www.deq.idaho.gov/assistance-resources/environmental-guide-for-local-govts/>

DEQ has not completed a thorough review of the documents provided, therefore, the following general comments should be applied as appropriate to the specific project:

1. Air Quality

- **Fugitive Dust** - All reasonable precautions shall be taken to prevent particulate matter (dust) from becoming airborne, as required in IDAPA 58.01.01.651.
- **Land Clearing** - If open burning of land clearing debris is incorporated into the land clearing phase, smoke management practices to protect air quality as described in IDAPA 20.02.01.071.03 and IDAPA 58.01.01.614 must be implemented by the applicant. Local fire protection permits may also be required.
- **Open Burning** - Open burning of demolition or construction debris is not an allowable form of open burning as defined by IDAPA 58.01.01.600. Demolition and construction debris must be treated in accordance with solid waste regulations.
- For questions, contact Shawn Sweetapple, Air Quality Manager, at (208) 769-1422.
- **Air Quality Permits** - IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.

For permitting questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. Wastewater

- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- If connecting to an existing wastewater utility, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the sewer provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

For questions, contact Matt Plaisted, DEQ Water Quality Engineering Manager, at (208)769-1422.

3. Drinking Water

- DEQ recommends using an existing drinking water system whenever possible or construction of a new drinking water system. Please contact DEQ to discuss this project and to explore options to best serve the future residents of this development and provide for protection of ground water resources.
- If connecting to an existing public or non-public drinking water system, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the water provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval. All projects for construction or modification of public drinking water systems require preconstruction approval.

- If any private wells will be included in the proposed project, DEQ recommends at a minimum testing the private well for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.

For questions, contact Katy Baker-Casile, DEQ Water Quality Engineering Manager, at (208) 769-1422.

4. Surface Water

- **Water Quality Standards.** Site activities adjacent to waters of the United States (US) must comply with Idaho's Water Quality Standards (WQS) (IDAPA 58.01.02). The WQS provide limits to pollutants to assure water quality for the protection and propagation of fish, shellfish, and wildlife and recreation in and on the water. The federal Clean Water Act (CWA) requires states to list current conditions of all state waters (required by §305(b)), including publicly-owned lakes (required by §314), and to list waters that are impaired by one or more pollutants (required by §303(d)).
 - WQS: <http://www.deq.idaho.gov/water-quality/surface-water/standards/>
 - Current conditions of state waters (with interactive map): <http://www.deq.idaho.gov/water-quality/surface-water/monitoring-assessment/integrated-report/>
- **Point Source Discharges.** Site activities that discharge pollutants into waters of the US in Idaho may require Idaho Pollution Discharge Elimination System (IPDES) coverage (IDAPA 58.01.25) or the Environmental Protection Agency (EPA) National Pollution Discharge Elimination Program (NPDES) coverage.
 - <http://www.deq.idaho.gov/permitting/water-quality-permitting/ipdes/>
- **Construction activities.** Construction activities should implement Best Management Practices (BMPs) to control, prevent, or minimize pollution. Construction activities disturbing areas greater than one acre of land that may discharge stormwater directly or indirectly into waters of the US require development and implementation of a Stormwater Pollution Prevention Plan (SWPP) under a Construction General Permit with EPA NPDES.
 - <http://www.deq.idaho.gov/water-quality/wastewater/stormwater/>
- **Stream channel/lakeshore alteration and dredge and fill activities.** Site activities that disturb ground below the ordinary high water mark (OHWM) within streams/lakeshores must have a permit under IDAPA 37.03.07 (administered by Dept. of Lands) and IDAPA 58.13 (administered by Dept. of Water Resources). Activities that discharge fill material below the OHWM must have a permit under Section 404 of the CWA (administered by US Army Corps of Engineers). All activities must also comply with Idaho Water Quality Standards.
 - Idaho Department of Water Resources permits: <https://idwr.idaho.gov/streams/>
 - Idaho Department of Lands permits: <https://www.idl.idaho.gov/lakes-rivers/lake-protection/index.html>
 - US Army Corp of Engineers permits: <https://www.nww.usace.army.mil/Business-With-U/Regulatory-Division/>

For questions, contact Robert Steed, Surface Water Manager at (208) 769-1422.

5. Solid/Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- **Solid Waste.** The disposal of all solid waste must comply with Idaho's Solid Waste Management Rules (IDAPA58.01.06). No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that all activities comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."
- **Underground Storage Tanks.** DEQ requests that the installation of all underground storage tanks and piping along with any required testing and owner/operator training comply with Idaho's Rules Regulating Underground Storage Tank Systems (IDAPA 58.01.07)

6. Additional Notes

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. The Panhandle Health District regulates all ASTs over the Rathdrum Prairie aquifer. EPA regulates ASTs at all other areas. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 769-1422, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

For questions, contact Gary Stevens, Waste & Remediation Manager, at (208) 769-1422.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208)769-1422.

Dan McCracken, Regional Administrator, Coeur d'Alene



05/17/2022

PUBLIC COMMENT

Barnum's Zone Change

File No. ZC-22-3

Exhibit: 4B

Applicant: Dobler Engineering

Location: 460 N. Elm Rd; south of Seltice Way and just north of I-90

Request: To rezone approximately .55 acres from Single-Family Residential (R1) to Medium Density Residential R2.

Hearing Date: May 25, 2022

Questions list:

Name: Chris Schreiber

Address: 6571 West Big Sky Drive, Post Falls, ID 83854

Email: chris@firestarranch.com

Please Provide Your Position on the Proposed Zone Change: In Favor

1. Is the requested zoning district compatible with the street classification, traffic patterns, existing development, future land uses, community plans and geographic or natural features of the area?: Yes

Please explain your answer: Property along I-90 should all be zoned for multi-family, commercial or industrial. This change is very reasonable.

2. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

Is the request for commercial or high-density residential?: No

If the request for commercial or high-density residential.:

Please explain your answer:

3. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

Is the request for limited or neighborhood commercial or low density residential?: Yes

If the request for limited or neighborhood commercial or low density residential.

Is the property near higher intensity urban activity?: No

Please explain your answer:

4. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

Is the request for Industrial?: No'

If the request for Industrial Zoning

Is it situated away from residential zoning?:

Does it have sufficient access to major transportation routes?:

Please explain your answer:

5. Is the requested zoning district in accordance with the Future Land Use Map in the Comprehensive Plan?: Yes

Please explain your answer:

6. Is the requested zoning district consistent with the goals and policies in the Comprehensive Plan?: Yes

Please explain your answer:

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. **Zoning Recommendation** for Barnum's Addition Zone Change File No. ZC-22-3 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council for a zone change from Single-Family Residential (R1) to Medium Density Residential (R2) of approximately .54 acres. – Requested action is to rezone approximately .54 acres from Single-Family Residential (R1) zoning to the Medium Density Residential (R2) zoning district. The property is located just north of I-90 on the east side of N. Elm Rd, south of W. Dawn Ave and the water provider is East Greenacres Irrigation District with the City of Post Falls being the sewer provider and is currently a non-conforming duplex.

Zone Change Criteria:

- The Future Land Use Map has a Business/Commercial land use designation which promotes a mixture of moderate/high density housing types within walking distance of the city center, neighborhood center and corridor commercial uses, as well as civic uses and other amenities within Post Falls. R2 is one of the implementing zoning districts.
- To the north and east is zoned Single-Family Residential (R1) and across the street to the west is more Medium Density R2.
- The proposal is consistent with the Transportation Master Plan as outlined in the staff report.

A couple of the criteria are not applicable as they are not asking for Commercial or Industrial. There are a mix of uses blending in this area and the Comp Plan encourages infill development and redevelopment. The applicant can potentially subdivide this into other R2 lots, this is located 1/3 south of Seltice Way which adds to the walkability factor to commercial services. The road network from this proposal provide access to other areas. Some of the Goals and Policies are to grow and sustain a balanced resilient economy providing diversity in lots and to promote compatible and well-designed development. Currently, they are wanting to make a non-conforming use conforming. If there ends up being development impact fees would be paid that go towards public safety, streets, and parks. Agency's have been notified and the Police Department will remain neutral, Kootenai County Fire & Rescue said they would leave their comments for the review or permitting process and DEQ had construction related comments.

Hampe – This feel like déjà vu, did we see one of these?

Schlotthauer – Right next door.

Hampe – Thank you. Would this allow for additional units to be built?

Manley – Potentially however, there are different processes. They can only construct what is allowed in the R2 zone, they can potentially go through a minor subdivision, an administrative process, staff would look to ensure that it would meet access requirements and the sewer and water requirements.

Hampe – They will have to come back to staff.

Manley – Anything more than 4 lots or if they need a new road, it would be a major subdivision however, a minor subdivision is at staff level.

Hampe – Could they add-on to the duplex and make a third?

Manley – Potentially they could. They couldn't do a tri-plex, all that is allowed, townhomes, duplexes, or single-family. Unless they construct a 3-unit townhome.

Applicant – Gordon Dobler, Dobler Engineering - This started with a two-lot plot in the R1 zone that we had filed with staff and staff realized that the duplex was non-conforming. We must bring it to conformance to complete the 2-lot plat. We are limited to what can be done as the current duplex sits halfway into the existing lot, we are keeping the duplex. I would say an R2 is appropriate as the property across the way is zoned R2 that we are developing, you approved approximately 3-4 months ago. This property abuts the freeway, even though this project will not be that dense but R2 is a good buffer. There is also an easement that is approximately 40 feet wide along the north of the property which separates the homes to the north. With the development across the street sewer and water will be brought in for this project as well. I believe this request meets all the goals and policies within the Comp Plan.

Carey – To be clear, you are doing this because you will be coming back and adding another dwelling.

Dobler – There is a mobile, single-family, across the street which the owner owns as well and he wants to move it to this location on a separate lot.

Testimony:

In Favor – None

Neutral – None

In Opposition - None

Comments

1. Consistent with Future Land Use Map.

Kimball – The Land Use Map has this as Business/Commercial and R2 is an implementing zone.

****All Commission Agreed****

2. Consistent with the Goals and Policies Found in the Comprehensive Plan.

Kimball – It's well covered in the staff report and in the applicant's narrative which is all in the record.

****All Commission Agreed****

3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Carey – It follows with the R2 that is already there to the west and there is nothing to the south other than the freeway so there won't be a change in the traffic pattern at all.

Kimball – I think it's important to realize that its an existing duplex that is non-conforming. The existing development and land use is consistent with the R2.

4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

Not Applicable

5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

Kimball – I think R2 is considered lower density housing and it's further away from the Seltice Way which is a commercial corridor, and it fits this criteria well.

6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

Not Applicable

Motion to recommend approval to City Council finding it is consistent with the Comprehensive Plan and the Zoning Code with a zoning designation of R2 - Carey
2nd By Steffensen

Vote Hampe – Yes; Schlotthauer – Yes; Davis – Yes; Kimball – Yes; Carey – Yes;
Steffensen - Yes

Moved

- B. **Zoning Recommendation** for The Pointe Zone Change File No. RZNE-0001-2022 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council for a zone change from Industrial (I) to Community Commercial Mixed (CCM) of approximately 54.1 acres. – Requested action is to rezone approximately 54.1 acres in the City of Post Falls from Industrial (I) zoning to the Community Commercial Mixed (CCM) zoning district which requires a Development Agreement. The request is generally located west of Wal-Mart and East of Cabela's north of I-90 and west of Baugh Way mostly along Pointe Parkway. In 2008 there was an approved commercial site plan, there was large anchor pads of which Wal-Mart took anchor 3 leaving the other 3 vacant. Since 2008 we have recognized that the commercial industry has changed significantly, now many people are doing their shopping online so now the smaller neighborhood commercial sites are more of what people gravitate to. They recently submitted a preliminary subdivision, Pointe at Post Falls 4th Addition, to create smaller pad site commercial development. There will be an internal road system to connect the new smaller pad lots. With Euclidean zoning, CCS Community Commercial Services, there is a list of vested rights and permitted uses where the rules are straightforward versus a mixed zone that requires a Development Agreement. The CCM zone allows up to 50% multi-family outright with a commercial development. The draft agreement has 28.5%, 15.4 acres, for multi-family and the applicant has looked at some different options. Option 1 would be 30.5%, 16.5 acres, that would be located north of Pointe Parkway set back behind commercial pad sites. Option 2 is 36.1%, 19.5 acres, where they would add some of the multi-family on a couple of lots south of Pointe Parkway set behind some commercial pad sites along with the area stated north of Pointe Parkway. For the Commission, you can add recommendations to the Development Agreement to City Council as you see fit, with another option you as the Commission can condition to construct a smaller area for the multi-family.

Kimball – Am I to understand that option 2 includes both areas one and two as shown on the map

Manley – Option 2 would be the sum of 1 and 2. In their most recent submittal the list of uses leaves out medical and as a Planner, I question why you wouldn't want some type of medical in this area. So, that is something you could add to the Development Agreement. The current land use is underdeveloped commercial with no significant topology or vegetation matters that are hazardous, and the water and sewer provider is the City of Post Falls.

Zone Change Criteria

The future land use map, goals and policies, street classifications, traffic patterns, the staff report contains the analysis of the traffic patterns as well as some conditions that were proposed within the Development Agreement that may trigger some added traffic analysis depending on phasing and staging of this project and any potential multi-family.

**Barnum's Addition Zone Change
File No. ZC-22-3**

**Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Dobler Engineering

LOCATION: Generally located on the east side of Elm Rd, just north of I-90.

REQUEST: Rezone approximately .55 acres from Single-Family Residential (R1) to Medium Density Residential (R2).

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-5 Authorization Letter
5. A-6 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 PFPD Comments
10. PA-2 KCFR Comments
11. PA-3 DEQ Comments
12. PC-1 Schreiber Comments
13. P&Z Staff Report
14. Testimony at the public hearing on May 25, 2022, including:

The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code §§ 67-6511 and 67-6509, and Post Falls Municipal Code (PFMC) § 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to provide testimony and documentation to be taken by the Planning and Zoning Commission ("Commission") in their application of PFMC §§ 18.16.010 and 18.20.100 when making the Commission's recommendation to the City Council.

Jon Manley, Planning Manager

Mr. Manley presented the staff report and testified that the requested action is for the Commission to review the request to rezone approximately .54 acres in the City of Post Falls from Single Family Residential (R1) zoning to the Medium Density Residential (R-2) zoning

district. He explained that the location is at the end of Elm Rd just north of I-90. Currently there is a duplex at the location.

Mr. Manley explained that water is being provided by East Greenacres Irrigation District and sewer is provided by the city of Post Falls. He reiterated that there is a non-conforming duplex on site and this proposal would make that use conforming in a R-2 zone.

Mr. Manley testified that in reviewing zone changes, staff looks at relevant review criteria. He stated that staff report reviewed the the goals and policies of the comprehensive plan. He testified that the area is designated business commercial on the future land use map. He noted that the site is 1/3 of a mile away from Seltice Way. He testified that the Business Commercial designation promotes a mixture of moderate/high density housing types within walking distance of the city center, neighborhood center and corridor commercial uses, as well as civic uses and other amenities within Post Falls. He theorized that 1/3 of a mile could be walking distance from the Seltice commercial corridor. He asserted that R-2 is one of the implementing zoning districts.

Mr. Manley testified that it is just east of an area that is zoned R-2 with R-1 single family adjacent to the north. He testified that the proposed zone is located at the terminus of Elm Rd, a local roadway, and the change will not have any negative impacts to the city's transportation system. He testified that they are not looking for commercial high density so the fourth criteria is largely inapplicable.

Mr. Manley testified that their proposal is for medium density and they are in kind of a transitional awkward area that is not an urban area but is near a commercial corridor and next to I-90. He testified that the last criteria, looking at industrial zoning, is not applicable.

Mr. Manley testified that the applicant wants to make a non-conforming use conforming. He noted that if any development they would have to pay impact fees. He noted that the property across Elm was recently before the Commission. In response to a question from the Commission, he noted that the applicant can construct what is in the R-2 zone, they could potentially come back with a minor subdivision that would be processed administratively.

Gordon Dobler, Dobler Engineering, Applicant

Mr. Dobler testified that this started with a two-lot plot in the R1 zone that we had filed with staff and staff realized that the duplex was non-conforming. He explained that they must bring it to conformance to complete the two-lot plat. He professed that they are limited to what can be done as the current duplex sits halfway into the existing lot and they are keeping the duplex.

Mr. Dobler testified that the R-2 is appropriate as the property across the way is zoned R-2 which they are developing and the Commission approved approximately 3-4 months ago. He explained that this property abuts the freeway, even though this project will not be that dense but R-2 is a good buffer. He noted that there is also an easement that is approximately 40 feet wide along the north side of the property which separates the homes to the north. He affirmed

that with the development across the street sewer and water will be brought in for this project as well.

Mr. Dobler testified that he believes this request meets all the goals and policies within the Comp Plan. He clarified that they are doing this because they are adding another dwelling, there is a mobile, single-family home, across the street which the owner owns and he wants to move it to this location on a separate lot.

Public Testimony:

The Commission opened the hearing for public testimony, none was received.

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 in City Code sections 18.16.010 and 18.20.100.

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

C1. Amendments to the zoning map should be in accordance with the Future Land Use Map.

Based on the testimony provided and the staff report, The Future Land Use Map in the Comprehensive Plan designates this area as Business/Commercial. The Commission finds that R-2 is an implementing zone in the Business/Commercial designation. The Commission finds that the proposal fits within the area and the R-2 zone is in accordance with the Future Land Use Map.

C2. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan.

Based on the testimony provided and the staff report, the Commission finds the requested zone change being consistent with the goals and policies contained in the comprehensive plan and that the proposal is consistent with the following relevant goals and policies:

Goals:

Keep Post Falls' neighborhoods safe, vital, and attractive. (G.5)

This proposal supports the character and unhurried pace of Post Falls neighborhoods, and ensures their neighborhoods are kept safe, active, and aesthetically pleasing. This proposal encourages attractive, pedestrian-friendly development, through a provision of diverse housing types.

Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives. (G.6)

This proposal may provide improvements to the existing fabric and criteria that provide a full-featured street network for Post Falls, improving the efficiency, function and value of the City providing connectivity too regional transportation systems.

Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability. (G.7)

This proposal provides for diverse housing development supporting the local economy.

Policy:

[P.01] Support land use patterns that:

- Maintain or enhance community levels of service;
Impact Fees are paid at the time of permit issuance to assist maintaining the community levels of service for parks, public safety, streets, and multi-modal pathways.
- Foster the long-term fiscal health of the community;
Providing the opportunities for creating the variety of housing such as this proposal furthers the establishment of having residential housing within walking distance of commercial and civic uses to create sustainable and independent living communities. The interaction between these uses increases their value and assists in contributing to the long-term fiscal health of the community.
- Maintain and enhance resident quality of life;
Diversified housing options assists with providing quality housing for different sectors of the community.
- Promote compatible, well-designed development;
Any additional development beyond the existing duplex will be required to meet City design standards.
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.
This proposal should not have any associated transportation impacts and can be serviced by existing utilities.

[P.02] Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;
The Future Land Use Map in the Comprehensive Plan designates this area as Business/Commercial. The Commission finds that R-2 is an implementing zone in the Business/Commercial designation. The Commission finds that the proposal fits within the area and the R-2 zone is in accordance with the Future Land Use Map.

- Compatibility with surrounding land uses;
The proposed development pattern for this proposal would be compatible with the surrounding uses as they are primarily residential in nature.

- Infrastructure and service plans;
Sanitary Sewer for the location is located at the northwest corner of the property. Connection to sewer would not be required with zone change; however, any future subdivision would require extension of sewer and connection thereto. The property requesting the zone change is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. 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 property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

East Greenacres Irrigation District would service water.

- Existing and future traffic patterns;
The property is adjacent to terminus of Elm Rd., next to the I-90 rights-of-way. Elm Rd. is classified as a local roadway. The proposed zone change will not have any negative impacts to the City's transportation system.
- Goals and policies of the comprehensive plan, related master plan and/or facility plans.
The response to this is embedded within the analysis within this recommendation.

[P.3] Encourage development patterns that provide suitably scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive.

The proposal is approximately .31 Miles from an evolving commercial corridor (Seltice Way). The proposal is situated within walking distance of commercial areas.

[P.08] Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City Limits.

Redevelopment of this area would be considered compatible infill of under-utilized property within the city limits.

[P.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.

If ever redeveloped, frontage improvements associated with development, including the planting of street trees and adequate irrigation would be required.

C3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Streets/Traffic:

The property is adjacent to terminus of Elm Rd., next to the I90 rights-of-way. Elm Rd. is classified as a local roadway. The proposed zone change will not have any negative impacts to the City's transportation system.

Water and Sanitary Sewer:

Sanitary Sewer for the location is located at the northwest corner of the property. Connection to sewer would not be required with zone change; however, any future subdivision would require extension of sewer and connection thereto. The property requesting the zone change is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. 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 property is not subject to any Local Improvement Districts (LID's), Subsequent User Agreements or Sewer Surcharges.

East Greenacres Irrigation District would service water.

Compatibility with Existing Development and Future Uses:

The propose residential use is adjacent to other residential uses and is therefore compatible.

Future Land Use Designation:

The Future Land Use Map in the Comprehensive Plan designates this area as Business/Commercial. The Commission finds that R-2 is an implementing zone in the Business/Commercial designation. The Commission finds that the proposal fits within the area and the R-2 zone is in accordance with the Future Land Use Map.

Community Plans:

None.

Geographic/Natural Features:

The Commission finds the site contains no geographic or other natural features that would affect development of the site.

- C4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.**

The Commission finds this criterion inapplicable to the proposal.

- C5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.**

The Commission finds that this location, as R2 is considered lower density housing, being further away from the Seltice Way which is a commercial corridor, and it fits this criterion well as it is proceeding away from higher intense urban activity.

- C6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.**

The Commission finds this criterion inapplicable to the request, as Industrial zoning is not being requested as part of this consideration nor is Industrial zoning situated near the requested area.

D. RECOMMENDATION OF THE COMMISSION:

Barnum Zone Change, File No. ZC-22-3: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence, testimony, and comments. A motion to recommend approval of the recommended zoning was made, the motion carried a majority of the Commission. The Planning and Zoning Commission hereby recommends that City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets all the applicable approval criteria for applicant's request for Medium Density Residential (R-2) zoning.

7/25/2022
Date

[Signature]
Attest

[Signature]
Chairman

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.



1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

July 13th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Barnum's Addition Zone Change File No. ZC-22-3

The Police Department has reviewed the above listed zone change and will remain Neutral on this request. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Captain
Post Falls Police Department



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

June 20, 2022

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 support financial mitigation for smaller developments.

The enrollment status and the capacity of each school for the 2021-2022 school year is listed below. (What these enrollment numbers do not include are the anticipated increase of 50 students per elementary school due to full day kindergarten beginning in the fall of 2022.)

The district will review the current long range facility plan this fall. A copy of the current plan is included with this letter.

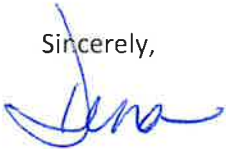
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.

Treaty Rock Elementary	415	525
West Ridge Elementary	430	525
Post Falls Middle School	870	920
River City Middle School	630	750
Post Falls High School	1560	1800
New Vision High School	160	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

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 8/2/2022

DATE: 7/25/2022 3:14 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner
SUBJECT: Updated Fee Resolution for fiscal year 2022

ITEM AND RECOMMENDED ACTION:

The updated Fee Resolution for fiscal year 2022, presented for council approval reflects the addition of Kootenai Fire District and Kootenai EMS Impact Fees.

DISCUSSION:

Approve as presented or provide additional directions for staff.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

June 7th, 2022 & June 21st, 2022

APPROVED OR DIRECTION GIVEN:

Council directed staff to return at subsequent council meeting with an revised fee schedule.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

RESOLUTION NO. _____

RESOLUTION ADOPTING CITY OF POST FALLS' FEE SCHEDULE

WHEREAS, the City of Post Falls annually reviews all fees during the budget process to ensure accuracy; and

WHEREAS, periodic revisions to fees may be necessary; and

WHEREAS, the City has fees already established; and

WHEREAS, the City of Post Falls has determined that the fee schedule be amended to reflect the reasonable cost of providing the services; and

WHEREAS, after public hearing has been held prior to the adoption of this resolution, regarding new and increased city fees, it is deemed by the City Council to be in the best interest of the City of Post Falls and the citizens thereof that the fee schedule be amended to include the new and increased fees which were addressed in the public hearing.

NOW, THEREFORE, Be It Resolved by the Mayor and City Council of the City of Post Falls, Idaho that the following fee schedule, which reflect the new and amended fees and all other fees that have not been amended, be adopted for the City of Post Falls:

<u>FEE TYPE</u>	<u>ATTACHMENT NO.</u>
Utility Fees	1
Recreation Fees	2
Parks Fees	3
Cemetery Fees	4
Community Development Fees	5
Public Safety Fees	6
Administrative Fees	7
Local Improvement District Fees	8
Records & Copy Fees	9
Permit Valuation Chart	10

City staff is directed to take all administrative actions necessary to implement the attached listing of effective City fees.

Any fee inconsistent with the provisions of this Resolution is hereby repealed or superseded to the extent of such inconsistency, as appropriate.

The revised fee schedule shall be effective beginning September 1st, 2022, unless another date is otherwise indicated in the resolution, and shall remain in force until revised by subsequent Resolution of the Post Falls City Council.

DATED this _____ day of _____, 2022.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

ATTACHMENT 1 - UTILITY FEES

WATER:

Capitalization Fees:

<u>Service Size</u>	<u>Capitalization Fee</u>
3/4 - 1"	\$ 3,773.99
1" (Commercial)	\$ 6,289.99
1 1/2"	\$ 12,579.97
2"	\$ 20,127.96
3"	\$ 40,255.91
4"	\$ 62,899.80
6"	\$ 125,799.73
8"	\$ 185,177.76

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	\$ 12.07
1.5"	\$ 20.21
2"	\$ 30.04
3"	\$ 53.07
4"	\$ 85.74
6"	\$ 167.65
8"	\$ 290.20

B. USAGE FEE FOR ALL USERS ON A PER THOUSAND GALLON BASIS:

Each 1,000 gallon unit or any portion thereof for residential and irrigation accounts:

0 to 49,000 gallons	\$ 1.33
50,000 gallons +	\$ 1.91

Each 1,000 gallon unit or any portion thereof for all other accounts:

0 + gallons	\$ 1.33
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RECLAIMED WATER:

Capitalization Fees:

Basic Capitalization Fee

The revised fee schedule shall be effective beginning October 1st, 2021, unless another Commercial/Industrial Capitalization Fee - A minimum of \$5,983.00 plus an additional \$5,983.00 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 sixty-five dollars and sixteen cents (\$65.16) per month, and \$13.06 per 1,000 gallons of water use over 5,000 gallons for commercial units.

SOLID WASTE:

- A. That the base rate for current 35 gallon cart residential users shall be \$8.63 per month, with such service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler. Maintenance of such 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 \$11.55 per month, with such service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler;
- C. That 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 base residential rate of \$11.55 per month with a 96 gallon cart weekly disposal allowance;

D. That all garbage placed for collection which exceeds the per-can base rate established for the account shall be charged at the rate of two dollars and forty-two cents (\$2.42) per can equivalent, per pickup;

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	19.51	26.59	-	-	-	-
300 Gallon Cart	33.67	74.43	111.66	-	-	-
400 Gallon Cart	47.85	95.69	143.55	-	-	-
FL Dumpster - 1 YD	29.15	58.49	83.30	108.10	132.91	-
FL Dumpster - 1.5 YD	40.76	77.99	113.42	148.86	184.30	-
FL Dumpster - 2 YD	50.53	96.60	141.78	186.08	230.37	-
FL Dumpster - 3 YD	74.43	141.78	209.11	269.39	342.01	-
FL Dumpster - 4 YD	90.38	171.59	255.20	333.17	411.16	498.77
FL Dumpster - 6 YD	122.29	230.37	334.93	441.26	547.59	-
FL Dumpster - 8 YD	159.51	299.51	437.74	575.97	712.42	985.33
RL Dumpster - 1 YD	33.06	58.49	83.30	106.33	129.37	-
RL Dumpster - 1.5 YD	46.97	81.52	118.76	140.00	171.89	-
RL Dumpster - 2 YD	52.29	96.60	141.78	186.08	230.37	-
RL Dumpster - 3 YD	76.19	141.78	209.11	269.39	342.01	-
RL Dumpster - 4 YD	92.15	173.68	253.42	333.17	414.69	-
RL Dumpster - 6 YD	157.73	276.45	393.41	508.63	623.81	-
RL Dumpster - 8 YD	196.72	357.99	519.26	680.51	841.79	-
Compactor - 4 YD	265.83	531.66	753.19	-	-	-
Compactor - 5 YD	327.85	655.71	983.56	-	-	-
Compactor - 6 YD	354.45	708.88	1,063.28	-	-	-
Compactor - 10 YD	531.66	1,063.28	1,594.96	-	-	-
Compactor - 15 YD	186.08	-	-	-	-	-
Compactor - 20 YD	248.20	-	-	-	-	-
Compactor - 30 YD	354.45	-	-	-	-	-
Compactor - 40 YD	487.34	-	-	-	-	-
Construction Only - 8 YD	196.72	357.99	519.26	680.51	841.79	-
Construction Only - 10 YD	233.93	434.17	636.22	834.71	1,036.73	-

Additional commercial sanitation will be charged at:

\$12.42 each additional pick up on a 96 gallon cart

\$16.86 each additional yard

Roll Off Boxes:

20 YD delivery	\$ 77.99
20 YD dump	186.08
30 YD delivery	77.99
30 YD dump	186.08

Special Hauls:

4 YD compactor	\$ 97.49
5 YD compactor	115.20
6 YD compactor	127.59
10 YD compactor	150.65

Roll off return trip	56.74
Roll off round trip	35.44
Roll off turn around	17.74

Special Hauls on Existing and Short Term Service (FL, RL and Side Load Bins):

96 Gallon commercial	\$ 10.64	4 YD	\$ 39.00
300 Gallon	17.74	6 YD FL	53.18
400 Gallon	23.96	6 YD RL	64.27
1 YD	10.64	8 YD FL	69.16
1.5 YD	21.27	8 YD RL	78.06
2 YD	23.05	10 YD RL	88.59
3 YD	28.35		

Bin Placement or Removal:

96 Gallon	\$ 8.89
300 Gallon	44.31
400 Gallon	44.31
1 - 8 YD FL	44.31
1 - 10 YD RL	44.31

Daily Rent:

96 Gallon	\$ 0.46	1 - 4 YD RL	\$ 1.98
300 Gallon	1.98	6 - 8 YD FL & RL	4.01
400 Gallon	1.98	10 YD RL	4.46
1 - 4 YD FL	1.98	20 & 30 YD Roll Off	5.26

Other Service Rates:

Delivery/Removal of Permanent Svc Container	44.31
Make Container Lockable	58.72
Special Haul Return Fee	44.31
Gate Fee (each time)	8.84
Driver Assistance Residential (each time)	5.34
Driver Assistance Commercial (each time)	5.34
Man and Truck 1 hour minimum (hour)	115.2
Commercial Recycling Bin (month)	10.64
Fighting Creek Trip Charge (each time)	168.36
Return Trip Residential (each time)	8.89
Return Trip Container (each time)	44.31
Additional Cart Service	8.88
96 Gallon Cart Exchange (each time)	10.64
Return Trip Recycling (each time)	8.84
Recycling Bin Removal (each time)	8.84
Pack-out Service (special consideration for disabled and elderly) - (month)	7.10
Saturday Pickup (each time)	17.74
Container Wash (each time)	58.72

F. The City Administrator is hereby authorized to establish specific rates for special services or circumstances which do not fit with 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 availability of reclaimed water services and allowing 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 reclaimed water collection and treatment system shall pay a minimum monthly charge (base rate) of \$22.21 for each month, or part 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 uses shall likewise pay a base monthly reclaimed water charge of \$22.21 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.

MISCELLANEOUS UTILITY FEES:

Water Shut Off Fee - Per Occurrence	\$35.00
Pre-Treatment Sampling	Cost plus 15% admin fee
Dye Test	\$ 50.00
Locate Disk (refundable on return)	\$ 15.00
Meter Fee	Cost of Meter
Dig-in-fee	Cost of Labor and Equipment

ATTACHMENT 2 - 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>	
Youth Competitive Basketball	\$ 478.00	Team	\$ 495.00	Team, extra player \$36.00
Youth Rec. League Basketball	\$ 41.00		\$ 49.00	
Men's Basketball League	\$ 427.00	Team	\$ 459.00	Team, extra player \$26.00
Pre K - Kind. Instructional Basketball	\$ 41.00		\$ 49.00	
Youth T-Ball	\$ 41.00		\$ 49.00	
Youth Soccer	\$ 41.00		\$ 49.00	
Youth Flag Football	\$ 41.00		\$ 49.00	
Smart Start Flag Football	\$ 49.00		\$ 53.00	
Adult Flag Football	\$ 551.00	Team	\$ 592.00	Team, extra player \$30.00
Adult Volleyball Leagues	\$ 220.00	Team	\$ 240.00	Team, extra player \$30.00
Adult Co-ed 4 Volleyball	\$ 220.00	Team	\$ 240.00	Team
Youth Dance (3 - 9 yrs.) - 9 wks.	\$ 98.00		\$ 98.00	
Gymnastics (2 - 3 yrs.) - 5 wks.	\$ 45.00		\$ 45.00	
Gymnastics (4 - 6 yrs.) - 5 wks.	\$ 47.00		\$ 47.00	
Martial Arts Classes - 4 wks.	\$ 39.00	(1/2 hour)	\$ 50.00	(1 hr.)
Youth Triathlon Camp - wk.	\$ 117.00		\$ 117.00	
Youth Golf Camp - wk.	\$ 112.00		\$ 112.00	
Youth Basketball Camp - wk.			\$ 87.00	Half Day
Youth Volleyball Camp - wk.	\$ 119.00		\$ 119.00	
Mini Hawk Camp	\$ 99.00		\$ 99.00	
Flag Football Camp	\$ 145.00		\$ 145.00	
Youth Soccer Camp - wk.	\$ 145.00		\$ 145.00	
Triathlon - Adult	\$ 65.00	Individual	\$ 147.00	per team
Aerobic Cheerleading - 10 wks.	\$ 119.00		\$ 119.00	
Aerobics	\$ 22.00	x 1 wk.	\$ 22.00	x 1 wk.
	\$ 26.00	x 2 wk.	\$ 26.00	x 2 wk.
	\$ 30.00	x 3 wk.	\$ 30.00	
Basketball, Open Gym	\$ 4.00		\$ 4.00	
Cross Country Skiing	\$ 36.00	own gear	\$ 36.00	own gear
	\$ 52.00	rent gear	\$ 52.00	
Guitar, Intro. - 4 wks.	\$ 50.00		\$ 50.00	
Gym, Parent Tot - 4 wks.	\$ 30.00		\$ 35.00	
Landscaping Class/Gardening	\$ 21.00		\$ 21.00	
Running shoes & Microbrews - 5K	\$ 35.00	over 21	\$ 45.00	
Rock Climbing: outdoor	\$ 150.00	Plus Equip	\$ 150.00	Plus Equip

ATTACHMENT 2 - RECREATION FEES (Continued)

Rock Climbing: indoor	\$ 31.00		\$ 31.00	
Tennis, Individual	\$ 50.00	(1.5 hr.)	\$ 60.00	(1.5 hr.)
Piano	\$ 48.00		\$ 48.00	
Art in the Park	\$ 34.00		\$ 34.00	
Summer Dance Camp	\$ 46.00		\$ 46.00	
Volleyball, Open Gym	\$ 4.00		\$ 4.00	
Youth Volleyball - Open Gym	\$ 4.00		\$ 4.00	
Yoga Class - 4 wks.	\$ 39.00		\$ 39.00	
Youth Baseball	\$ 41.00		\$ 49.00	
Youth Baseball - Smart Hitters	\$ 49.00		\$ 53.00	
Youth Basketball	\$ 41.00		\$ 49.00	
Youth Sponsorship	\$ 225.00		\$ 225.00	
Youth Volleyball	\$ 41.00		\$ 49.00	
Day Camp (K - 8th Grade) - wk.	\$ 150.00		\$ 150.00	
Pee Wee Camp - wk.	\$ 130.00		\$ 150.00	
Wilderness Camp - wk.	\$ 250.00		\$ 150.00	
JACC Arts Camp - wk.	\$ 180.00		\$ 180.00	
Winter Day Kamp	\$ 150.00		\$ 150.00	
Spring Day Kamp	\$ 150.00		\$ 150.00	
Camp Extended Care - wk.	\$ 40.00		\$ 40.00	
Camp Counselor In Training - wk.	\$ 40.00		\$ 40.00	
Camp No School Days - day.	\$ 30.00		\$ 30.00	
Golf Lessons - 5 wks.	\$ 95.00		\$ 95.00	
Intro. To Bowling - 4 wks.	\$ 39.00		\$ 39.00	
Photography Classes	\$ 25.00		\$ 25.00	
Snowshoe Classes	\$ 36.00		\$ 36.00	
Spokane Chiefs Tickets	\$ 20.00		\$ 25.00	
White Water Rafting Trips				
Spokane River	\$ 52.00	cost + 50%	\$ 52.00	cost + 50%
Clark Fork River	\$ 73.00	cost + 50%	\$ 73.00	cost + 50%
Spokane or Clark Fork-Wine Taste	\$ 73.00	cost + 50%	\$ 73.00	cost + 50%
Ice Skating Lessons - 8 wks.	\$ 100.00		\$ 100.00	
Hockey Lessons - 5 wks.	\$ 70.00		\$ 70.00	
Preschool Workshops	\$ 9.00		\$ 9.00	
Preschool - Discovery Art (4 wks.)	\$ 34.00		\$ 34.00	
Youth Volleyball - Competitive	\$ 168.00	Team	\$ 194.00	Team, extra player \$29.00
Archery	\$ 61.00	(6-12 yr. olds)	\$ 61.00	(13-18 yr. olds)
Pickleball Lessons	\$ 50.00		\$ 50.00	
River City Basketball Tournament	\$ 215.00	Team	\$ 215.00	
Murder Mystery Party	\$ 59.00	per person	\$ 59.00	per person
Dodgeball Tournament	\$ 97.00	Team	\$ 97.00	Team
Volleyball Tournament	\$ 98.00		\$ 98.00	
Daddy Daughter Program	\$ 22.00		\$ 22.00	

ATTACHMENT 2 - RECREATION FEES (Continued)

Snow Tubing Trip		
Adult	\$ 34.00	\$ 39.00
Youth	\$ 31.00	\$ 31.00
Camping 101	\$ 55.00	\$ 55.00
E-Sports Tournaments	\$ 25.00	\$ 25.00
Volleyball and Football Clinics	\$ 45.00	\$ 45.00
Theater Arts	\$ 65.00	\$ 65.00
Arts Enrichment	\$ 40.00	\$ 40.00
Pickleball Tournament	\$ 20.00	\$ 20.00
Ladies Day Out	\$ 50.00	\$ 50.00
Comics Design	\$ 25.00	\$ 25.00
Gaming Introduction	\$ 12.00	\$ 12.00
Strider Camp	\$ 115.00	\$ 115.00
Kickball Tournament	\$ 125.00	\$ 125.00
Preschool Holiday Art	\$ 15.00	\$ 15.00
Sponsorships	Negotiated	Negotiated

Festival Fees:

10 X 10 Food Booth	\$225.00
10x15 Food Booth	\$340.00
10x20 Food Booth	\$450.00
10 X 10 Craft Booth	\$125.00
10x20 Craft Booth	\$250.00
10x10 Prepackaged Food Booth	\$200.00
Electricity Fees	\$25.00 per plug / 220 vold outlet @ \$150
Camping Fees	\$75.00
One Day Craft Booth	\$50.00
Odd sized and special activities based upon negotiated activities.	
Event Sponsorship	Negotiated
Bridal Fair Booth	\$50.00
Post Falls Fesitival/Craft Booth	\$35.00

Centennial Trail User Fee:

Request for special events to use the Centennial Trail will be charged a \$0.50 per user fee that will go towards the upkeep and maintenance of the Centennial Trail. There is also a re-fundable \$500.00 performance deposit required.

Contracted Programs:

Fees for contracted programs will be that amount established in the contract between

ATTACHMENT 2 - RECREATION FEES (Continued)

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. Minimum charge is \$100.00 per day and up to \$500.00 per day based on the scope of the event and fees being charged. Fees for field preparation might be charged, if necessary.

Miscellaneous Recreation Fees:

A \$75 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

ATTACHMENT 3 - PARK FEES

Picnic Shelter Fees:

Grand Pavilion & Tullamore Amphitheater:

	<u>Resident</u>		<u>Non-Resident</u>	
	Weekday	Weekend	Weekday	Weekend
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

Picnic Shelter/West Lawn Area/Higgins/Tullamore South Pavilion:

	Weekday	Weekend	Weekday	Weekend
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

Gazebo/Corbin Park/Falls Park/Syringa

	Weekday	Weekend	Weekday	Weekend
Family	\$ 50.00	\$ 125.00	\$ 100.00	\$ 175.00
Non Profit	\$ 75.00	\$ 150.00	\$ 125.00	\$ 200.00
Business	\$ 100.00	\$ 175.00	\$ 150.00	\$ 225.00

General Picnic Shelters:

	Weekday	Weekend	Weekday	Weekend
Family	\$ 25.00	\$ 50.00	\$ 35.00	\$ 60.00
Non Profit	\$ 30.00	\$ 55.00	\$ 40.00	\$ 65.00
Business	\$ 35.00	\$ 60.00	\$ 45.00	\$ 70.00

Trailhead Shelter

Weekday	Weekend
(Mon-Thur)	(Fri/Sat/Sun)
\$75.00/hr.	\$100.00/hr.
Weekday(s) minimum of 2 hours.	Weekend(s) minimum of 4 hours.

ATTACHMENT 3 - PARKS FEES (Continued)

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
Busses *	50.00	Busses *	\$ 50.00

* Busses 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	\$10.00/hr.
Pre-game prep of baseball fields	\$35.00/time
Pre-game prep of soccer & football fields	\$35.00/time
Additional material (ex: drying agent)	Charged at cost

*Organized league users may be eligible for adjusted fees if supply equipment for City use.

Miscellaneous Items:

Gym Rental	\$20.00/hr.
Community Garden	
4 X 8 Plot	\$ 20.00
20 X 20 Plot	\$ 40.00
Deposit	\$ 25.00

ATTACHMENT 4 - 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
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Double depth lots are 1.5 X the lot cost

Niche - Top	\$ 1,350.00
Niche - Middle	\$ 1,300.00
Niche - Bottom	\$ 1,250.00

Niches Blocks 100 -155

Row A (top)	\$ 1,800.00
Row B	\$ 1,700.00
Row C	\$ 1,600.00
Row D	\$ 1,500.00
Row E	\$ 1,400.00
Row F (bottom)	\$ 1,300.00

Opening and Closing - Lots

Single depth	Weekdays	\$ 500.00
Double depth - 1st	Weekdays	\$ 600.00
Double depth - 2nd	Weekdays	\$ 500.00
Single depth/Top double	Saturday (No Sunday)	\$ 800.00
Double depth - 1st	Saturday (No Sunday)	\$ 900.00
Additional to above pricing:		
	After 3 PM	\$ 250.00
	Winter Surcharge	\$ 75.00
	Holiday Weekend/Saturday	\$ 450.00

Opening and Closing - Niche

Weekdays	\$ 350.00
Saturday (No Sunday)	\$ 650.00

Additional to above pricing:

After 3 PM	\$ 250.00
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Holiday Weekend/Saturday \$ 450.00

Miscellaneous

Headstone Locations	\$ 100.00
Setting Military Markers	\$ 125.00
Setting Markers	\$ 200.00
Moving Markers/Headstones	\$ 200.00
	Based upon
Oversize Headstones	scope of job
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	\$ 750.00

ATTACHMENT 5 - 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

Plan Check Deposit	Paid at Plan Submittal
Residential	\$150.00
Duplex	\$300.00
Townhouse Unit	\$150.00 per unit
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
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	\$400.00 flat fee
Building Move	\$300.00 flat fee
Additions to Residential Homes	\$72.62 per sq. ft. (use Building Valuation Chart to calculate 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 8 ft. or higher	\$400.00 each
All Other Signs, per type of sign per site	\$200.00 per type
Demolition-Residential per lot	\$200.00 flat fee
Demolition-Commercial per lot	\$300.00 flat fee
Swimming Pool	Based upon the valuation of the work to be performed.

TOTAL VALUATION

PERMIT FEE WORKSHEET

\$1.00 to \$500	\$23.50
\$501 to \$2,000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100, 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.

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

\$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 modifications	\$15.00
Gas fireplace	\$25.00
Residential range hood	\$16.00
Gas water heater	\$15.00
Ventilating/exhaust fans	\$10.00
Gas piping, each outlet	\$5.00
Clothes dryers	\$16.00
Heat pump, A/C 0-3 tons,	\$16.00
Heat pump, A/C 3+-15 tons,	\$30.00
Heat pump, A/C 15+-30 tons,	\$40.00
Heat pump, A/C 30+-50 tons,	\$60.00
Heat pump, A/C over 50 tons,	\$100.00
Air handlers, Fan coil units under	\$15.00
Air handlers, Fan coil units over 10,000	\$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	\$6.00 each
Published Notices (billed to applicant)	\$300.00

MISCELLANEOUS

Table A-33-A - Grading Plan Review Fees

50 cubic yards or less	No fee
51 to 100 cubic yards	\$35.00
101 to 1,000 cubic yards	\$55.00
1,001 to 10,000 cubic yards	\$75.00
10,001 to 100,000 cubic yards	\$75.00 for the first 10,000 cubic yards + \$40.00 for each additional 10,000 cubic yards 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 Fees¹

50 cubic yards or less	\$35.00
51 to 100 cubic yards	\$55.00
101 to 1,000 cubic yards	\$55.00 for the first 100 cubic yards + \$25.00 for each additional 100 cubic yards 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 ²
Reinspection fees assessed under provisions of Section 108.8	\$100.00 per hour ²
Inspections for which no fee is specifically indicated (minimum charge - one half (1/2) hour)	\$100.00 per hour ²

¹ The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.

² Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Road Closure/Lane Closure	\$150.00
Street/Plat Vacation	\$750.00
Off-Site Improvement Waiver	\$150.00

Special Pre-Application Meeting Requests	\$250.00 (1st Meeting No Charge, 2nd request \$250.00)
Floodplain Permit	\$50.00

SUBDIVISION

Subdivision Pre-Application Conference	\$600.00, \$300.00 follow-up meetings
Minor Subdivision	\$1,000
Subdivision Amendment	\$500
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 (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	\$6,102.00

SPECIAL EVENTS

Special Event Permit	\$100.00 Parade Fee (No Fee for other events)
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ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES**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 unites	\$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 fix	\$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 c	\$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.

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

Water Heater	\$8.00 + \$35.00 processing fee on all permits.
Water Piping, alteration or replacement, each fixture.	\$8.00 + \$35.00 processing fee on all permits.
Water Service	\$8.00 + \$35.00 processing fee on all permits.
Water Softener	\$8.00 + \$35.00 processing fee on all permits.
Residential Fire Sprinkler Supply from Domestic Water System	\$65.00 (up to 16 heads)
Residential Fire Sprinkler Supply from Domestic Water System.	\$4.00 per head (17 heads and up)
Commercial Fee Schedule	
Up to the 1st \$20,000	3% of the contract price.
\$20,001 to \$100,000	2% of the contract price.
\$100,001 to \$200,000	1% of the contract price.
Over \$200,001	.5% of the contract price.

IMPACT FEES

Type of Use	Parks	Public Safety	Streets	Multimodal	Kootenai		Total	
					Fire District	Kootenai EMS		
Residential					Per Housing Unit			
Multi-Family	\$ 2,874	\$ 349	\$ 886	\$ 672	\$ 1,207	\$ 132	\$ 6,120	
Single-Family	\$ 3,862	\$ 469	\$ 1,567	\$ 902	\$ 1,207	\$ 132	\$ 8,140	
Non-Residential								
Commercial /Shopping Center	N/A	\$ 0.47	\$ 3.12	\$ 0.88	\$ 0.60	\$ 0.07	\$ 5.14	
Office	N/A	\$ 0.19	\$ 1.21	\$ 0.34	\$ 0.60	\$ 0.07	\$ 2.41	
Light Industrial	N/A	\$ 0.09	\$ 0.62	\$ 0.18	\$ 0.60	\$ 0.07	\$ 1.56	
Manufacturing	N/A	\$ 0.07	\$ 0.49	\$ 0.13	\$ 0.60	\$ 0.07	\$ 1.37	
Warehousing	N/A	\$ 0.03	\$ 0.21	\$ 0.06	\$ 0.60	\$ 0.07	\$ 0.98	
Mini-Warehouse	N/A	\$ 0.03	\$ 0.19	\$ 0.05	\$ 0.60	\$ 0.07	\$ 0.94	
Elementary School	N/A	\$ 0.24	\$ 1.61	\$ 0.44	\$ 0.60	\$ 0.07	\$ 2.96	
Middle School/Junior High	N/A	\$ 0.25	\$ 1.67	\$ 0.48	\$ 0.60	\$ 0.07	\$ 3.07	
High School	N/A	\$ 0.18	\$ 1.16	\$ 0.33	\$ 0.60	\$ 0.07	\$ 2.34	
Day Care	N/A	\$ 0.59	\$ 3.94	\$ 1.11	\$ 0.60	\$ 0.07	\$ 6.32	
Church	N/A	\$ 0.13	\$ 0.87	\$ 0.24	\$ 0.60	\$ 0.07	\$ 1.92	
Assisted Living	N/A	\$ 0.08	\$ 0.52	\$ 0.15	\$ 0.60	\$ 0.07	\$ 1.42	
Nursing Home	N/A	\$ 0.12	\$ 0.81	\$ 0.24	\$ 0.60	\$ 0.07	\$ 1.84	
Recreational Community Center	N/A	\$ 0.54	\$ 3.51	\$ 1.03	\$ 0.60	\$ 0.07	\$ 5.75	
Hotel (per room)	N/A	\$ 157.78	\$ 1,050.63	\$ 296.66	\$ 0.60	\$ 0.07	\$ 1,505.74	

ATTACHMENT 6 - 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	\$15.00/Day
Parking Fine	\$ 20.00
Fingerprinting	\$10.00 first card \$5.00 each additional card
Salvage Permit Fee - 30 days	\$ 75.00
Salvage Permit Fee - 6 months	\$ 300.00*

*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	\$ 25.00
Use of Audio/Visual Equipment	\$10.00/Day
Special Room Configuration and Setup	\$25.00 minimum
Room Use	\$ 25.00

False Alarms Fees

The revise First Offense	\$	25.00
Second Offense	\$	50.00
Third Offense	\$	100.00

Title 5 Fees

Sexually Oriented Business	\$300.00	Annually
Bathhouses & Massage Parlors	\$300.00	Annually

ATTACHMENT 7 - 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	\$ 25.00	Annually

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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ATTACHMENT 8 - 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

ATTACHMENT 9 - RECORDS & COPY FEES

Records Oversight & Copy Fee Schedule - consistent with Records Policy and Idaho Law (no research or redaction required; over 100 copies or over 2 hours of copying or hours of records oversight, cumulatively - first 100 copies of back and white per 8 1/2" x 11" image area at no charge so long as can be done in less than 2 hours)

Black and White Copies	\$0.05 per page (not to exceed 11"x17")
Color Copies	\$0.10 per page (not to exceed 8 1/2"x11")
DVD Copies	\$1.00 each
CD Copies	\$1.00 each
Photos	\$2.00 each per 8 1/2"x10" or smaller image
VHS Tape (PD)	\$2.00 each
Oversized Documents (greater than 11"x17")	Net cost of duplication by outside vendor
Records examination oversight (for services beyond 2 hours in any calendar year)	Lowest hourly wage plus benefited amount (25% of wage) of any employee qualified to assist in the records research and oversight
	Lowest hourly wage plus benefited amount (25% of wage) of any employee qualified to assist in the records research and oversight.
Examination for redaction of confidential information	Legal services concerning redaction examination shall be charged at actual cost charged to City by qualified counsel whether prosecutor (employee - actual wage plus 25% benefits) or City attorney's office (contract counsel at actual billed rate)

Records sought to be copied must be City records that actually exist. The City does not perform research projects for those who request records that require compilation. Records examination and copying must conform to available personnel to assure that regular City business can be maintained.

Prepayment is required for any records-related activities that exceed 2 hours during any calendar year. Prepayment amounts will be based upon good faith estimates of time and resources required. When records have been produced pursuant to a prepaid request and the amount prepaid exceeds actual costs, the City will refund any balance that is not expended in provision of services or copies. Copying will not be completed unless prepaid, as required.

Serial records requests that are related to one another in any way will be treated as one request for purposes of calculating, copying, or records oversight charges during any calendar year.

ATTACHMENT 9 - RECORDS AND COPY FEES (Continued)

Records produced pursuant to this fee schedule and the policy it accompanies shall not be used for mail or telephone solicitation as prohibited by law. A person requesting such records may be asked to affirm compliance with such requirement by signature on a request form or similar document.

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 8/2/2022

DATE: 7/27/2022 3:30 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Warren Wilson
SUBJECT: Resolution Adopting Compassionate Separation Personnel Policy

ITEM AND RECOMMENDED ACTION:

Staff recommends approving a resolution adopting a Compassionate Separation Policy and other changes to the Catastrophic Bank Policy.

DISCUSSION:

At the July 19, 2022 City Council meeting, The Council directed staff to present a resolution to adopt the Compassionate Separation Policy along with amendments to the CAT Bank policy.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

July 19, 2022

APPROVED OR DIRECTION GIVEN:

Present a resolution to adopt the policies.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**RESOLUTION ADDING THE COMPASIONATE SEPERATION POLICY TO THE
PERSONNEL POLICY**

WHEREAS, The City of Post Falls undertakes periodic updates to the City’s adopted personnel policies; and

WHEREAS, The City’s Human Resources Director has recommended adding a new Policy 713, entitled Compassionate Separation Benefit, to the personnel policy as well as amendments to Policy 802, entitled Catastrophic Account, and

WHEREAS, The City Council of the City of Post Falls finds that the adopting the proposed changes are reasonable and necessary to allow the City to recruit and retain dedicated employees and to ensure fair working conditions and benefits for City employees.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Post Falls that the amendments to the Personnel Policy attached hereto as **Exhibit A** are adopted.

APPROVED by the City Council on this _____ day of August, 2022.

CITY OF POST FALLS

Ronald Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

Upon a motion made by a council member, seconded by a council member, the following vote was recorded:

AYES:

NAYES:

ABSENT:

713 Compassionate Separation Benefit

The City will provide a one-time health reimbursement contribution of \$10,000 to full-time employees who are resigning due to a terminal medical diagnosis to assist with on-going medical insurance premiums or other medical costs. For consideration, employees must be employed with the City for a minimum of one year.

To qualify, the employee must submit a written request for the Compassionate Separation benefit along with a written resignation and provide medical verification of terminal condition and life expectancy from the attending physician to Human Resources at least 30 days prior to termination date or as soon as practicable under the circumstances. In any event a request for the Compassionate Separation benefit must be requested prior to the date of separation. The contribution will be made with the next scheduled HRA distribution.

802 Catastrophic Account (CAT)

CAT Procedures

A. CAT Uses:

1. The Catastrophic Account is reserved for non-intermittent Family Medical Leave absences and may be used once Comp Time has been exhausted and 40 hours of PTO has been used.
2. Benefits-eligible employees must have worked for the City for one year and worked at least 1250 hours within the last 12 months to qualify for use of CAT.
3. Employees or qualifying family members who have a covered event that will require the employee to be absent for longer than three (3) working days or 24 hours per qualifying condition, are required to contact their immediate supervisor and Human Resources. FMLA notification, designation and coordination procedures can be found in Section 803 of the Personnel Policy.
4. The City reserves the right to allow an employee to use some or all CAT hours for personal illness in the event that the time-off might otherwise create a leave without pay situation outside above-listed procedures.

Examples that might qualify:

- An employee who does not otherwise qualify for Family Medical Leave
- A new employee who has not accrued enough time and becomes ill;

B. Increasing CAT Account Hours

An employee's individual CAT account will be established upon hire with an initial City contribution of 24 hours into the account. Employees build hours in their CAT account by rolling

EXHIBIT A

hours from their PTO into their CAT account once maximum accrual limits are met or by voluntarily requesting Payroll to transfer PTO on a quarterly basis.

C. PTO to CAT Conversion Election:

To build up CAT accounts for future Family Medical Leave, employees may elect to automatically roll a quarterly portion of PTO into CAT. There is no City match on these hours and once transferred the hours may not be returned to the PTO Account. To participate, fill out the PTO to CAT Conversion Form located on the intranet under HR Forms page.

Employees may accrue a maximum of 960 hours in their CAT account.

D. CAT and Overtime:

CAT hours are not counted as hours worked for purposes of calculating overtime. Employees may not use CAT hours to increase their hours beyond their normal work week.

E. Separation from Service:

Remaining PTO hours will be paid out at 100% employee's current hourly wage upon separation. CAT hours are not reimbursable upon separation ~~under this program.~~

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 8/2/2022

DATE: 7/25/2022 3:17 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: School District Zone Change Ordinance File No. ZC-22-4

ITEM AND RECOMMENDED ACTION:

With approval of the Ordinance Agenda, City Council authorizes the mayor's signature on the Ordinance for the School District Zone Change.

DISCUSSION:

The City of Post Falls Planning Department has requested a Zoning Map Amendment (Zone Change) of approximately 100.63 acres from Single-Family Residential (R1) to Public Reserve (PR). The property is generally located in the following areas between Greensferry and Cecil south of Poleline and between Post and Bill St. between 15th and 20th and between Pine and Stagecoach from 15th to 20th Ave.,

On May 25, 2022 a public hearing was held before the Planning & Zoning Commission. After receiving testimony and hearing the staff report, the Commission moved to recommend approval of the requested zone change. The City Council held a public hearing and approved the requested zone change on June 21, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ORDINANCE NO. _____

**ZONE DESIGNATION CHANGE APPROXIMATELY 100.63 ACRES
LOCATED BETWEEN GREENSFERRY AND CECIL SOUTH OF POLELINE
AND
BETWEEN POST AND BILL ST BETWEEN 15TH AND 20TH
AND
BETWEEN PINE AND STAGECOACH FROM 15TH TO 20TH AVE
(File No. ZC-22-4)**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE ZONE CHANGE IN ZONING CLASSIFICATION FOR THE LAND DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM SINGLE-FAMILY RESIDENTIAL (R-1) TO PUBLIC RESERVE (PR) ZONING DISTRICT. PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT THE CHANGE; PROVIDING THAT ALL PRIOR ZONES APPLICABLE TO LANDS DESCRIBED IN SECTION 1 ARE HEREBY SUPERSEDED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Post Falls has carried out the procedures required by law to consider the rezoning request addressed by this Ordinance and has adopted a Reasoned Decision concerning this matter.

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

Section 1: That the zoning classification for 3 parcels described below in this section and generally located in the following areas between Greensferry and Cecil south of Poleline and between Post and Bill St. between 15th and 20th and between Pine and Stagecoach from 15th to 20th Ave., within the corporate limits of the City of Post Falls, County of Kootenai, State of Idaho, be changed from the current designation of Single-Family Residential (R-1) to Public Reserve (PR):

Legal Description:

Parcel A

A Parcel of land being a portion of the Northwest ¼ of Section 36 Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho Being More Particularly described as Follows;

The North ½ of the Northwest ¼ said section 36 Excepting Therefrom any portion of said N1/2 lying within Tax Number 15320 as found in instrument number 1274103 recorded

9/10/1992 in Kootenai County Idaho ALL except Rights of Way for Poleline Ave and Greensferry Road

Parcel B

A parcel of land being a portion of the Northeast ¼ of Section 34 Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho Being More Particularly described as Follows;

The East ½ of the Southwest ¼ of said Northeast 1/4

Also Including; Tax Number 15912 as found in instrument number 1336942 recorded 1/11/1994 in Kootenai County Idaho

And that portion of vacated 17th street which attached to said parcel B by operation of law

Parcel C

A parcel of land being a portion of the Northwest ¼ of Section 34 Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho Being More Particularly described as Follows;

The East ½ of the Southwest ¼ of said Northwest ¼ and the Southeast 1/4 of the Northwest ¼ of said Northwest ¼ excepting therefrom Tax Number 18643 as shown in instrument number 1634379 recorded 05/09/2000 in Kootenai County Idaho

Said 3 parcels containing 100.60 Acres

Section 2: That the property described above in Section 1 will be designated as Public Reserve (PR) on the official Zoning Map of the City of Post Falls.

Section 3: That all prior zoning designations for the lands described in Section 1 are hereby superseded.

Section 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED by the City Council upon roll call vote on the ____, day of _____, 2020, and **APPROVED** by the Mayor on the ____ day of _____, 2022.

Ronald G. Jacobson, Mayor

ATTEST: 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. _____, rezoning certain property generally located between Greensferry and Cecil south of Poleline and between post and Bill St. between 15th and 20th and between Pine and Stagecoach from 15th to 20th Ave., within the City of Post Falls from Single Family Residential (R-1) to Public Reserve (PR). The rezoned property is legally described as:

Parcel A

A Parcel of land being a portion of the Northwest $\frac{1}{4}$ of Section 36 Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho Being More Particularly described as Follows;

The North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ said section 36 Excepting Therefrom any portion of said N $\frac{1}{2}$ lying within Tax Number 15320 as found in instrument number 1274103 recorded 9/10/1992 in Kootenai County Idaho ALL except Rights of Way for Poleline Ave and Greensferry Road

Parcel B

A parcel of land being a portion of the Northeast $\frac{1}{4}$ of Section 34 Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho Being More Particularly described as Follows;

The East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Northeast $\frac{1}{4}$

Also Including; Tax Number 15912 as found in instrument number 1336942 recorded 1/11/1994 in Kootenai County Idaho

And that portion of vacated 17th street which attached to said parcel B by operation of law

Parcel C

A parcel of land being a portion of the Northwest $\frac{1}{4}$ of Section 34 Township 51 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho Being More Particularly described as Follows;

The East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Northwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Northwest $\frac{1}{4}$ excepting therefrom Tax Number 18643 as shown in instrument number 1634379 recorded 05/09/2000 in Kootenai County Idaho

Said 3 parcels containing 100.60 Acres

providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____, including the legal description of the rezoned property, is available at Post Falls City Hall, 408 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, Warren J. Wilson, am legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No. _____, rezoning certain property 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 , 20 .

Warren J. Wilson, City Attorney

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 8/2/2022

DATE: 7/25/2022 3:18 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Field Herrington
SUBJECT: Mailbox Parking

ITEM AND RECOMMENDED ACTION:

Post Falls Police have identified issues with people parking in front of mailboxes and thereby interfering with mail and package delivery. This Ordinance adds a prohibition to parking in a manner that interferes with the mail.

Due to the minor nature of the code amendment, if Council has no changes to the proposed language, staff recommends adoption of the Ordinance at the same meeting.

DISCUSSION:

The ordinance adds one paragraph to the parking prohibitions to park a vehicle in a manner that prevents or impedes distribution and delivery of mail.

It also clarifies the code by removing the mailbox sentence from 10.20.050: TEMPORARY PARKING RESTRICTIONS; AUTHORITY OF CHIEF OF POLICE.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not been reviewed by council

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDEMENT OF CITY CODE 10.20.040 A. TO PROVIDE FOR PARKING IN FRONT OF MAILBOXES; PROVIDING FOR AMENDMENT OF CITY CODE 10.20.050 TO REMOVE MAILBOX PARKING REGULATIONS FROM TEMPORARY RESTRICTIONS; PROVIDING FOR PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

WHEREAS, the Mayor and City Council find that it is necessary to update the city's parking regulations to protect the health, welfare, and safety of the City of Post Falls; and

WHEREAS, *after recommendation of the Post Falls Police Department*, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

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

SECTION 1. That Post Falls Municipal Code 10.20.040 A.1. is amended as follows:

10.20.040: PARKING REGULATIONS

- A. Except when necessary to avoid conflict with other traffic or to comply with the law or the directions of a police officer or official traffic control device, no person shall:
1. Stop, stand, or *Park a Vehicle*:
 - a. On, or impeding use of, a *Crosswalk* or the point of intersection of public rights of way measured at the curb line or point of curvature for streets so developed;
 - b. Within an intersection of public rights of way;
 - c. At any location where a *Traffic Control Device* restricting or prohibiting stopping has been posted;
 - d. On or across a public sidewalk, pedestrian path, *Bicycle* path or similar nonvehicular right of way, or between the curb and sidewalk or within an area improved on the right of way for stormwater drainage, except this provision shall

not apply to *Bicycles* or public service *Vehicles*; provided that said *Bicycles* or public service *Vehicles* must not obstruct pedestrian traffic along accessible routes;

- e. Alongside or opposite any maintenance or construction operation or obstruction when stopping, standing, or *Parking* would obstruct traffic;
- f. Upon any bridge, overpass, underpass, tunnel, viaduct, or other elevated or burrowed roadway structure;
- g. Upon any street, alley, lane, railroad tracks, or within railroad right-of-way where the stopping, standing, or *Parking* of such *Vehicle* will block, obstruct or prevent the free passage of other *Vehicles* or railroad traffic within or upon said street, alley, lane, railroad tracks, or railroad right-of-way;
- h. Upon any portion of a street where the curb is officially painted red;
- i. In a marked fire lane on the site of any structure open for public access or where access restrictions have been imposed by the fire district;:
- j. In front of a mailbox in a manner that would prevent or impede the distribution and delivery of mail by the United States Postal Service. Postal carriers must be able to drive into and out of the delivery area without backing up.

SECTION 2. That Post Falls Municipal Code 10.20.050 is amended as follows:

10.20.050: TEMPORARY PARKING RESTRICTIONS; AUTHORITY OF CHIEF OF POLICE: The police department is authorized to indicate temporary zones or locations, for a period not to exceed seven (7) consecutive days, where *Vehicles* shall not be *Parked* when, in the opinion of the chief of police, it is necessary to temporarily prevent the *Parking* of *Vehicles* to avoid public harm or inconvenience. The chief of police may do so either by placing appropriate signs or placing barricades or officers at such places where *Parking* is to be restricted. ~~The chief of police is empowered to employ the authority granted by this section to take such actions as may be necessary to prevent *Parking* on public streets which blocks or otherwise impedes the convenient delivery of mail by the U.S. postal service.~~ It shall be unlawful for any person to *Park* any *Vehicle* at such time and at such designated places in violation of the restrictions established by the chief of police. The police department is authorized to remove such illegally *Parked Vehicles* and the owner thereof shall pay the cost of such removal and storage.

SECTION 3. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any

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

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on July ___ 2022.

APPROVED, ADOPTED and SIGNED this day of July, 2022.

Ronald G. Jacobson, Mayor

ATTEST:

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. [Category], which provides for amendment parking regulations to provide for regulation of parking in front of mailboxes; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of July, 2022.

/s/

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which provides for amendment parking regulations to provide for regulation of parking in front of mailboxes, 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, 2022.

Warren J. Wilson, City Attorney

**CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 8/2/2022**

DATE: 7/27/2022 3:28 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Wellsprings Annexation Ordinance File No. ANNEX-0001-2022

ITEM AND RECOMMENDED ACTION:

With approval of the Ordinance, City Council authorizes the mayor's signature of the Ordinance for the Wellsprings Annexation.

DISCUSSION:

The applicant(s) (Fivefold Foundation Ministries, Inc.) has requested to annex approximately 9-acres into the City of Post Falls, of which a portion will be Rights Of Way and Easement for Grange Avenue and Guy Road with the remaining balance of land to receive the zoning designations of Medium Density Residential (R2) on 23 lots and Limited Commercial (LC) on 1 lot. The property is generally located at the southeast corner of W. Prairie Ave. and N. Greensferry Rd.

On April 12, 2022 a public hearing was held before the Planning & Zoning Commission. After receiving testimony and hearing the staff report, the Commission moved to recommend approval of the requested annexation with the Medium-Density Residential (R2) and the Limited Commercial (LC) zoning designation. The City Council held a public hearing and approved the requested annexation with the Medium-Density Residential (R2) and the Limited Commercial (LC) zone on May 17, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ORDINANCE NO. _____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

**Situated in the Northwest Quarter of Section 25, and a Portion of the Southwest Quarter of Section 24, all in Township 51 North, Range 5 West, B.M., Kootenai County, Idaho.
9 acres generally located on the southeast corner of N. Greensferry Rd. and W. Prairie Ave.
(File No. ANN-0001-2022)**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 9 ACRES, SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M., KOOTENAI COUNTY, IDAHO; 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 April 12, 2022, and the City Council May 17, 2022, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the land in question adjoins the city limits and that Community Commercial Services (CCS) and Medium-Density Residential (R2) zoning are suitable and compatible with surrounding land uses and provisions of the Post Falls Comprehensive Plan and that said 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.

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 Community Commercial Services (CCS) and Medium Density Residential (R2) as depicted in the attached Exhibit A. Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

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

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the _____ day of _____, 2022.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 9 acres and zoning the property Community Commercial Services (CCS) and Medium-Density Residential (R2). The property is generally located on the southeast corner of N. Greensferry Rd. and W. Prairie Ave., and is legally described as:

LOT 8 BLOCK 25 POST FALLS IRRIGATED TRACTS, AS RECORDED AT BOOK "C" OF PLATS PAGE 78, SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M., KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 25 BEARS SOUTH 0° 36' 23" WEST, A DISTANCE OF 2649.47 FEET;

THENCE SOUTH 88° 57' 50" EAST ALONG THE LINE COMMON TO SAID SECTIONS 24 AND 25 FOR A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED ANNEXATION;

THENCE NORTH 00° 36' 23" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF PRAIRIE AVENUE;

THENCE SOUTH 88° 57' 50" EAST, PARALLEL WITH SAID LINE COMMON TO SECTIONS 24 AND 25 FOR A DISTANCE OF 632.99 FEET;

THENCE SOUTH 00° 39' 16" WEST, ALONG THE EAST LINE OF SAID TRACT 8 AND ITS EASTERLY BOUNDARY EXTENDED NORTH, FOR A DISTANCE OF 693.64 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 8;

THENCE NORTH 88° 51' 11" WEST, ALONG THE SOUTHERN BOUNDARY OF SAID TRACT 8 FOR A DISTANCE OF 632.42 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GREENSFERRY ROAD;

THENCE NORTH 00° 36' 23" EAST, ALONG SAID EASTERLY RIGHT OF WAY FOR A DISTANCE OF 662.42 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED ANNEXATION, CONTAINING 10.066 ACRES, MORE OR LESS.

END OF DESCRIPTION.

providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. _____ is available at Post Falls City Hall, 408 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, Warren J. Wilson, 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 , 2022.

Warren J. Wilson, City Attorney

ANNEXATION LEGAL DESCRIPTION

LOT 8 BLOCK 25 POST FALLS IRRIGATED TRACTS, AS RECORDED AT BOOK "C" OF PLATS PAGE 78, SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, ALL IN TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M., KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 25 BEARS SOUTH 0° 36' 23" WEST, A DISTANCE OF 2649.47 FEET;

THENCE SOUTH 88° 57' 50" EAST ALONG THE LINE COMMON TO SAID SECTIONS 24 AND 25 FOR A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED ANNEXATION;

THENCE NORTH 00° 36' 23" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF PRAIRIE AVENUE;

THENCE SOUTH 88° 57' 50" EAST, PARALLEL WITH SAID LINE COMMON TO SECTIONS 24 AND 25 FOR A DISTANCE OF 632.99 FEET;

THENCE SOUTH 00° 39' 16" WEST, ALONG THE EAST LINE OF SAID TRACT 8 AND ITS EASTERLY BOUNDARY EXTENDED NORTH, FOR A DISTANCE OF 693.64 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 8;

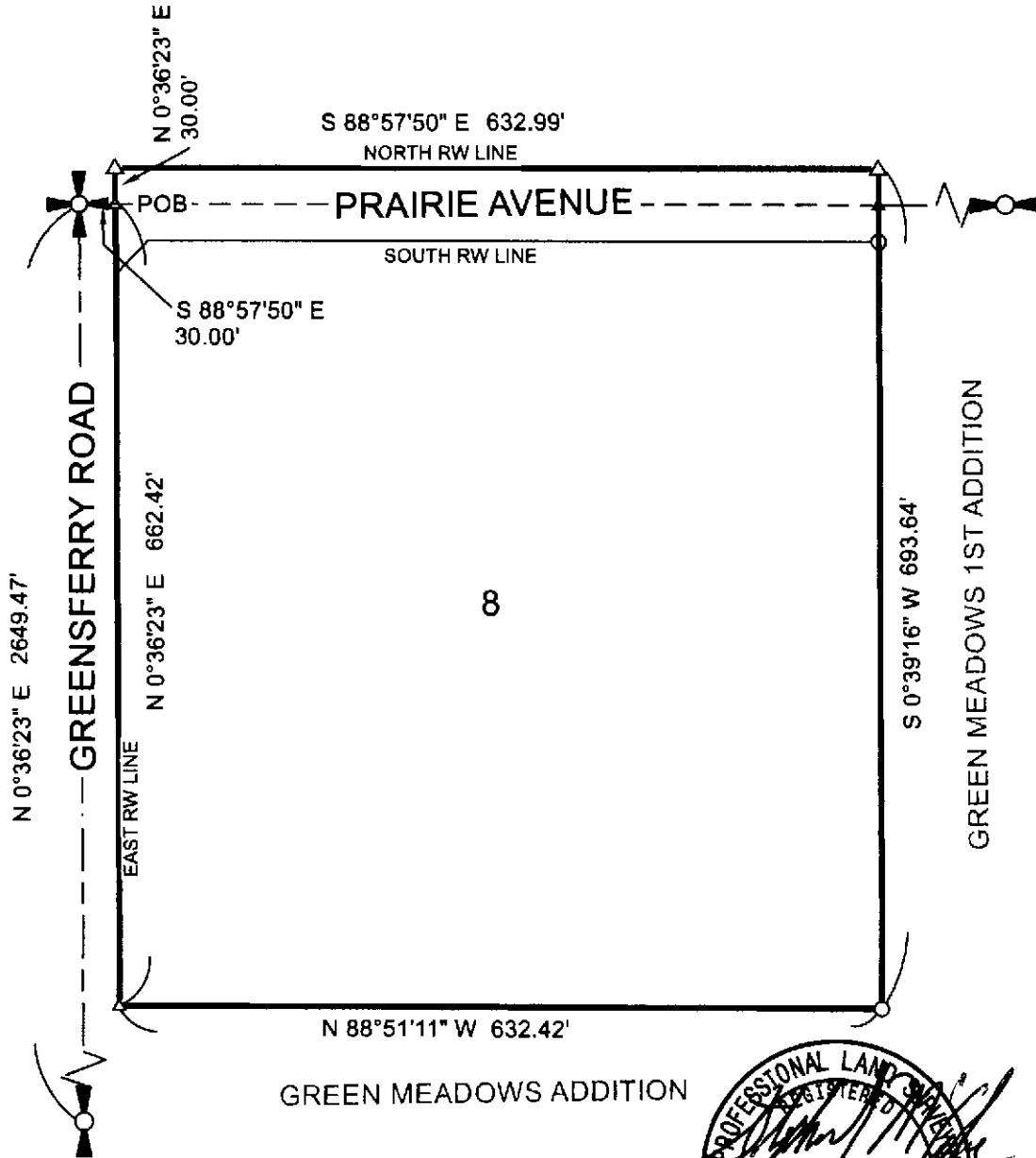
THENCE NORTH 88° 51' 11" WEST, ALONG THE SOUTHERN BOUNDARY OF SAID TRACT 8 FOR A DISTANCE OF 632.42 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GREENSFERRY ROAD;

THENCE NORTH 00° 36' 23" EAST, ALONG SAID EASTERLY RIGHT OF WAY FOR A DISTANCE OF 662.42 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED ANNEXATION, CONTAINING 10.066 ACRES, MORE OR LESS.

END OF DESCRIPTION.

ANNEXATION EXHIBIT

TRACT 8, POST FALLS IRRIGATED TRACTS,
SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 N.,
RANGE 5 W., B. M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



CITY OF POST FALLS
AGENDA REPORT
Unfinished Business
MEETING DATE: 8/2/2022

DATE: 7/26/2022 4:31 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Quinn
SUBJECT: CECIL RD FRONTAGE ALONG SPORTS COMPLEX – RECOMMENDATION TO AWARD CONTRACTS

ITEM AND RECOMMENDED ACTION:

Staff is seeking Council approval to award the construction contract for the Cecil Rd Frontage construction project at the Tullamore Sports Complex and authorizes the Mayor to sign the Notice of Award and subsequent Contract Documents.

DISCUSSION:

On July 19, 2022, the City opened bids for the Tullamore Sports Complex, Phase I | Bid Package 1 Project. The Engineer's Estimate for construction is \$774,532.51. The City received two bids for the project. Selland Construction, Inc submitted the apparent low bid of \$640,00.00. City Staff believes the bids to be responsive. T-O Engineers and City Staff recommend the project be awarded to the low responsive bidder, Selland Construction, Inc. This scope will include street improvements to the east side of Cecil Road and a portion of the south side of Prairie Avenue, including erosion and sediment control, grading, curb and gutter, asphalt, street signs, street lights, underground utilities, storm drainage, landscape, and irrigation. Staff is also seeking council approval for a contingency of 5 percent in the amount of \$32,00.00 for potential change orders of unforeseen conditions for a total amount of \$672,000.00. Change orders utilizing the contingency funds will require approval and signature by the Parks and Recreation Director or his designee.

Additionally, staff is seeking council approval for the contract with MT-LA for construction administration and observation for \$66,452.00. MT-LA will provide contract administration such as review of submittals, review, and preparation of contractor pay requests, and change order documentation. MT-LA will also provide construction observation such as construction diaries, materials review, testing procedure, workmanship observation, quantity tracking, erosion and sediment control compliance, punch list, geotechnical services, and substantial and final inspections.

The funding source for these contracts will be Park Impact Fees.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

December 7, 2021 - Tullamore Sports Complex Phase 1 Design Contract June 7, 2022 – Approval to Bid Cecil Rd Frontage Along Sports Complex

APPROVED OR DIRECTION GIVEN:

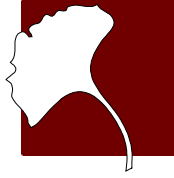
Council approved or directed staff to proceed on the previous council items.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$738,452.00 paid out of Park Impact Fees

BUDGET CODE:

038-443.0000.94165



MEMO

To: City of Post Falls Parks and Recreation

Attention: Robbie Quinn, PLA

From: Mike Terrell, PLA

Date: 7/25/2022

Project: Tullamore Sports Complex, BP1 Bid

Project No: 21-065

Re: Recommendation of Award

CC: File

References:

1. Tullamore Sports Complex Phase I – Bid Package 1 drawings and specifications, 6/22/2022
2. Tullamore Sports Complex Phase I – Bid Package 1, Addendum #1, July 7, 2022
3. Tullamore Sports Complex Phase I – Bid Package 1, Addendum #2, July 13, 2022

Attachments:

1. LaRiviere Sports Complex Bid
2. Selland Sports Complex Bid
3. City of Post Falls Bid Tabulation, July 19, 2022

As specified in References 1, 2, 3, sealed bids received July 19, 2022, were publicly opened and read aloud. Two (2) bids were received for the project. The following table is a summary of the bids received:

	Contractors Submitting Bids	
	LaRiviere, Inc.	Selland Construction, Inc.
Schedule A / Base Bid	\$649,385.50	\$630,000.00
Alternate A	\$19,723.00	\$10,000.00
Total:	\$669,108.50	\$640,000.00

We have reviewed the two bids that were submitted. Selland Construction, Inc. appears to be the low responsive bidder and we recommend that Selland Construction, Inc. be awarded the bid including Schedule A / Base Bid and Alternate A.

A bid summary and detailed bid tabulation with corrections are enclosed for your review. This award should be made contingent upon City of Post Falls review and approval.

Please contact me if you have any questions regarding the bid, bid results, and subsequent awards process.

Sincerely,

Michael D. Terrell, PLA
Principal

Michael Terrell ■ Landscape Architecture, PLLC
1421 N. Meadowwood Lane, Suite 150 ■ Liberty Lake, WA 99019
(509) 922-7449
www.mt-la.com

Member American Society of Landscape Architects

Bid Summary	
Project Title:	Tullamore Sports Complex, BP1
Project Location:	Post Falls / Kootenai County Idaho
Project Owner:	City of Post Falls
Project Number (MTLA):	21-065
Prime Consultant:	Michael Terrell – Landscape Architecture, PLLC
Engineer:	T-O Engineers, Inc.
Bid Opening:	July 19, 2022
Bid Location:	City of Post Falls, City Hall

Bid Information			
		Bidder #1	Bidder #2
Contractor:	Engineer's Estimate	LaRiviere	Selland Construction
Acknowledge all Addenda		X	X
Bid		X	X
Bid Schedule A		X	X
Alternate A		X	X
Bidder's Checklist		X	X
Bid Bond in the Amount of 5% of Total Bid		X	X
Designation of Subcontractors		X	X
Non-Collusion Affidavit		X	X
Anti-Discrimination Affidavit		X	X
Affidavit of Payment or Securement of All Taxes			
Non-Discrimination Exhibit of C			
Schedule A / Base Bid		\$649,385.50	\$630,000.00
Alternate A		\$19,723.00	\$10,000.00
Corrections		\$0.00	\$0.00
Corrected Total		\$669,108.50	\$640,000.00
Responsive Bidder		Yes	Yes
Bidder Rank		2	1

CITY OF POST FALLS

Tullamore Sports Complex Phase I, Bid Package 1

Tabulation of Bids

July 25, 2022

Bid Item	Item Description	Quantity	Units	Engineer's Estimate		LaRiviere		Selland Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
		Estimated Quantity	Unit of Measure						
Schedule A									
1	Mobilization (not to exceed 5% of Total Bid) @	1	LS	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$31,500.00	\$31,500.00
2	Quality Control @	1	LS	\$25,000.00	\$25,000.00	\$17,441.00	\$17,441.00	\$7,500.00	\$7,500.00
3	Contractor Furnished Construction Surveying @	1	LS	\$30,000.00	\$30,000.00	\$25,671.00	\$25,671.00	\$21,000.00	\$21,000.00
4	Traffic Control @	1	LS	\$40,000.00	\$40,000.00	\$20,000.00	\$20,000.00	\$12,500.00	\$12,500.00
5	Site Watering for Dust Control @	1	LS	\$5,000.00	\$5,000.00	\$3,451.00	\$3,451.00	\$3,904.00	\$3,904.00
Earthwork									
6	Clearing and Grubbing @	6,920	SY	\$2.00	\$13,840.00	\$1.50	\$10,380.00	\$2.50	\$17,300.00
7	Excavation @	1,560	CY	\$7.00	\$10,920.00	\$14.00	\$21,840.00	\$25.00	\$39,000.00
8	Embankment @	43	CY	\$5.00	\$215.00	\$3.00	\$129.00	\$25.00	\$1,075.00
9	Haul of Excess Excavation @	1,517	CY	\$12.00	\$18,204.00	\$7.50	\$11,377.50	\$25.00	\$37,925.00
10	Excavation of Unsuitable Material @	600	CY	\$20.00	\$12,000.00	\$1.00	\$600.00	\$15.00	\$9,000.00
11	Straw/Fiber Wattle @	1,364	LF	\$5.00	\$6,820.00	\$6.00	\$8,184.00	\$6.50	\$8,866.00
12	Inlet Protection @	2	EA	\$500.00	\$1,000.00	\$251.00	\$502.00	\$170.00	\$340.00
13	Stabilized Construction Entrance @	1	EA	\$3,000.00	\$3,000.00	\$5,416.00	\$5,416.00	\$13,500.00	\$13,500.00
14	Miscellaneous Demolition @	1	EA	\$5,000.00	\$5,000.00	\$4,611.00	\$4,611.00	\$6,500.00	\$6,500.00
15	Pavement Removal and Disposal @	754	SY	\$45.00	\$33,930.00	\$9.50	\$7,163.00	\$11.00	\$8,294.00
16	Base - Type 1 Crushed Aggregate @	634	CY	\$55.00	\$34,870.00	\$46.00	\$29,164.00	\$61.00	\$38,674.00
17	Asphalt Pavement @	690	TON	\$140.00	\$96,600.00	\$170.00	\$117,300.00	\$180.00	\$124,200.00
18	Curb and Gutter @	1,390	LF	\$44.00	\$61,160.00	\$37.00	\$51,430.00	\$48.00	\$66,720.00
19	ADA Ramps @	4	EA	\$5,000.00	\$20,000.00	\$4,225.00	\$16,900.00	\$6,800.00	\$27,200.00
20	Painted Linear Striping @	7,265	LF	\$0.25	\$1,816.25	\$0.60	\$4,359.00	\$0.25	\$1,816.25
21	Thermoplastic Pavement Markings @	420	SF	\$15.00	\$6,300.00	\$19.00	\$7,980.00	\$13.00	\$5,460.00
22	Dry Well @	1	EA	\$4,000.00	\$4,000.00	\$7,948.00	\$7,948.00	\$9,500.00	\$9,500.00
23	Water Service @	1	EA	\$27,000.00	\$27,000.00	\$8,140.00	\$8,140.00	\$15,000.00	\$15,000.00
24	2" Gate Valve @	1	EA	\$1,000.00	\$1,000.00	\$1,613.00	\$1,613.00	\$3,700.00	\$3,700.00
25	Standard Trenching and Backfilling @	1,300	LF	\$50.00	\$65,000.00	\$6.00	\$7,800.00	\$12.00	\$15,600.00
26	Imported Bedding @	1,300	LF	\$12.00	\$15,600.00	\$4.00	\$5,200.00	\$1.50	\$1,950.00
27	Adjust Fire Hydrant Assembly @	2	EA	\$3,000.00	\$6,000.00	\$6,222.00	\$12,444.00	\$5,500.00	\$11,000.00
28	Adjust Dry Well @	1	EA	\$2,000.00	\$2,000.00	\$496.00	\$496.00	\$2,500.00	\$2,500.00
29	Planting Irrigation including Backflow Prevention @	1	LS	\$11,000.00	\$11,000.00	\$112,644.00	\$112,644.00	\$55,000.00	\$55,000.00
30	Landscape @	1	LS	\$54,000.00	\$54,000.00	\$94,555.00	\$94,555.00	\$31,500.00	\$31,500.00
		Subtotal Schedule A:			\$ 643,275.25		\$ 646,738.50		\$ 628,024.25
Alternate Bid Items									
A	Sodded Turf Grass @	1	LS	\$ 14,500.00	\$ 14,500.00	\$ 19,723.00	\$ 19,723.00	\$ 10,000.00	\$ 10,000.00
Total Base Bid / Schedule A and Alternate A					\$657,775.25		\$666,461.50		\$638,024.25
Total with Contingency / Addendum #2					\$774,000.00				



Legal Services
Phone: (208) 773-0215
Fax: (208) 773-0214

Memorandum of Legal Counsel

To: Robbie Quinn, Parks Planner
From: Field K. Herrington, Deputy City Attorney
Date: July 22, 2022
Re: July 19, 2022, Bid Opening – Tullamore Sports Complex Road Frontage Improvements

My review and analysis are based purely on the legal aspects of the bid as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2805, and the required information contained in the notice inviting bids. On or about July 19, 2022, I received copies of two (2) bids that were received and opened by the Deputy City Clerk, Rhiannon O’Neill at or about 10:00 a.m. on July 19, 2022.

The bids consisted of bids from Selland Construction, Inc. (\$640,000) and LaRiviere, Inc. (\$669,108.50).

I have reviewed the submittal from the apparent low bidder, Selland Construction, Inc. (“Selland”). Based upon the bid total sheet, Selland appears to be the lowest responsive bidder. I did a cursory review the other bid as well, but it has not been thoroughly reviewed and no analysis is presented here. However, if a need for such review is required, I will be glad to accommodate.

My review of the Selland bid leads me to conclude, on a purely legal level, Selland is the lowest responsive bidder, and if the City intends to award the bid, then the bid should be awarded to Selland. My conclusion is based upon the following information:

1. I have reviewed the Bid Total Sheet and bid submittals from the City Clerk. It appears that the submittal by Selland was timely.
2. The submittal was provided on the required form and with the required attachments:
 - a. Completed proposal;
 - b. 5% Bid Bond;
 - c. Bidder information;
 - d. List of required subcontractors with the requisite license information. I would note that no subcontractors were provided as there is no plumbing, HVAC, or electrical work contemplated;
 - e. Executed Non-Collusion Affidavit;
 - f. Executed Anti-Discrimination Affidavit;

- g. The General Manager of the corporation executed the attestations and documents; and
 - h. Evidence of authority to sign, as shown by the executed signing authority resolution.
3. I researched the Public Works License of Selland to confirm the validity of the license, the level of the license, and the approved types of work. Selland is a licensed Public Works Contractor with an “Unlimited” license No. PWC-C-13976. I have attached the copy of the license information for your records.

Based upon my review Selland is compliant with Idaho Law, the City of Post Falls Procurement standards, and is the lowest responsive bidder at \$640,000, which is \$29,108.50 lower than the other responsive bidder, LaRiviere.

I did not review the details of the plans or specifications and did not see any proposed alternates or modifications. I will defer to you on the technical aspects of the bid, as I lack the requisite knowledge and skills to muse on the technical aspects.

Should you have any questions, please feel free to contact me.

Very Truly Yours,



Field K. Herrington
Deputy City Attorney

Enclosures

 **Print**

<u>Company Name</u>	<u>License Number</u>	<u>Work Category</u>	<u>License Type</u>	<u>License Class</u>	<u>Status</u>	<u>Applicant Name</u>	<u>Owner Name</u>	<u>Company Address</u>	<u>Company City</u>	<u>Company State</u>	<u>Company Zip Code</u>	<u>Phone</u>	<u>Expiration Date</u>	<u>Parent License Number</u>
Selland Construction, Inc.	PWC-C-13976	00001, 00002	1, 2	UNLIMITED	ACTIVE	Selland Construction, Inc.	Selland Construction, Inc.	PO Box 119	WENATCHEE	WA	98807	(509) 662-7119	5/31/2023	

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ the year 2022 by and between **The City of Post Falls**, (hereinafter called OWNER) and Selland Construction, Inc., (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described by Schedule, or part thereof as identified in the Notice of Award as follows:

Post Falls Tullamore Sports Complex, Phase I | Bid Package 1
Schedule A – Tullamore Sports, Phase I | Bid Package 1
Alternate A

Article 2 OWNER’S AUTHORIZED REPRESENTATIVE

The Project has been designed by Michael Terrell – Landscape Architecture, PLLC. Who is hereinafter called Owner’s Authorized Representative and who will assume all duties and responsibilities and will have the rights and authority assigned to Owner’s Authorized Representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents, unless the City of Post Falls designates otherwise in writing.

Article 3 CONTRACT TIME

3.1 Work encompassed by this Agreement as identified in Article 1 above shall be Substantially Complete, as defined in paragraph 1.01 and as stated in paragraph 15.03 of the General and Supplemental Conditions; and shall be Complete and ready for Final Payment, in accordance with paragraph 15.06 of the General Conditions; in accordance with the following:

<u>Substantial Completion</u>	<u>Final Completion</u>	<u>Liquidated Damages per Calendar Days</u>
60 Calendar Days	75 Calendar Days	\$1500 after Substantial Completion \$500 after Final Completion

- 3.2 The Contractor will be given authorization to commence construction upon issuance of the Notice to Proceed. The Contract Time shall commence upon the Notice to Proceed date as described in the Section 01000 Special Provisions.
- 3.3 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount(s) specified in Paragraph 3.1 for each phase for each day that expires after the time specified in Paragraph 3.1 for Final Completion of each phase until each phase of the Work is complete.

Article 4 CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: See copy of CONTRACTOR'S BID (and attachments) marked Exhibit 1, attached.

Article 5 PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions on or about the 26th day of each month. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by OWNER'S AUTHORIZED REPRESENTATIVE, during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 15.01 of the General Conditions.
- 5.1.1 Prior to Final Completion, progress payments will be in an amount equal to 95% of the Work completed, less aggregate of payments previously made and less such amounts as Owner's Authorized Representative shall determine in accordance with paragraph 15.01 of the General Conditions.

- 5.1.2 The CONTRACTOR is notified and accepts by execution of the Agreement, that progress payments may not be made for up to 45 (forty-five) days from the date of approval of the payment request by the Owner.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by OWNER'S AUTHORIZED REPRESENTATIVE as provided in said Paragraph 15.06.
- 5.3 Payments to Subcontractors. The CONTRACTOR agrees to pay each subcontractor it contracts with to perform any portion of the work for satisfactory performance of its contract no later than 30 days from the receipt of each payment the CONTRACTOR receives from the OWNER. The CONTRACTOR agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. Failure by the CONTRACTOR to carry out these requirements shall be a material breach of this Agreement.

Article 6 INTEREST

All moneys not paid when due hereunder shall bear interest at the legal rate set by 28-22-104, Idaho Code.

Article 7 CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by OWNER'S AUTHORIZED REPRESENTATIVE in the preparation of the Drawings and Specifications and which have been identified in Supplementary Conditions - Owner.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in

accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given OWNER'S AUTHORIZED REPRESENTATIVE written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER'S AUTHORIZED REPRESENTATIVE is acceptable to CONTRACTOR.

Article 8 CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR consist of the following:

- 8.1 This Agreement, pages 1 to 6, inclusive.
- 8.2 Performance and Payment Bonds.
- 8.3 Certificates of Insurance.
- 8.4 Notice of Award.
- 8.5 Construction Documents and Specifications bearing the title: **Tullamore Sports Complex, Phase I | Bid Package 1 Project**, dated 06/22/2022, to include, but not limited to Contract Documents, Specifications, General Conditions, Supplementary Conditions – Owner, Addenda and consisting of divisions and pages, as listed in Table of Contents.
- 8.6 Drawings bearing the title: **Tullamore Sports Complex, Phase I | Bid Package 1 Project**, dated 06/22/2022, consisting of sheets numbered 1 through 15, inclusive.
- 8.7 Addendums Numbered 1 & 2, dated 07/07/2022 and 07/13/2022; **Tullamore Sports Complex, Phase I | Bid Package 1 Project**.
- 8.8 Alternates Numbered A incorporated into the Contract Documents through acceptance by the OWNER at Bidding.
- 8.9 CONTRACTOR's Bid, dated 07/19/2022, including Additional Bid Forms, attached.

8.10 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Field Order, Work Change Directive, Change Order, or Written Amendment as defined in Article 1 of the General Conditions. Copies of the appropriate forms are included in Section II of the document referenced in item 8.5 above.

Article 9 MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Article 10 OTHER PROVISIONS

10.1 Work shall not commence until Pre-Construction Conference has been held at a mutually agreed to time and place.

10.1.1.1“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

10.1.1.2“fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

10.1.1.3“collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

10.1.1.4 “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.2 The CONTRACTOR shall not commence work on the project until receipt of the Notice To Proceed. Contract time shall commence on the effective date of the Notice to Proceed.

10.2 Other Provisions

10.2.1 The Contractor, in consideration of securing the business of constructing public works in this state, recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the state when taxes, excises, or license fees to which he is liable becomes payable, agrees:

10.2.1.1 To pay promptly when due all taxes, (other than on real property), excises and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term to this Agreement, whether or not the same shall be payable at the end of such term;

10.2.1.2 That if the said taxes, excises, and licenses fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

10.2.1.3 That, in the event of his default in the payment or securing of such taxes, excises, and licenses fees, to consent that the department, officer, board, or taxing unit entering into this Agreement may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said Contractor is liable.

10.2.2 Pursuant to the provisions of section 63-1504 of the Idaho Code, before final payment can be made, the Contractor shall furnish to the Owner, evidence that he has paid all taxes, excises, and license fees due to the state and its taxing units, due and payable during the term of the contract for such construction, and that he has secured all such taxes, excises, and license fees liability for the payment of which has accrued during the term of such contract, notwithstanding they may not yet be due or payable.

10.3 Work shall not commence until Pre-Construction Conference has been held at a mutually agreed to time and place.

10.4 The CONTRACTOR shall not commence work on the project until receipt of the Notice To Proceed. Contract time shall commence on the effective date of the Notice to Proceed.

10.5 Additional Requirements of the State of Idaho. The clauses contained in this Article are required by the State of Idaho. The inclusion of these clauses in this Agreement by the City does not indicate the City’s support or opposition to these clauses nor Agreement by the City that these clauses are relevant to the subject matter of this Agreement. Rather, these clauses are included solely to comply with Idaho state law.

10.5.1 Boycotting Israel: CONTRACTOR certifies that it is not currently engaged in, and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel

or territories under its control as those terms are defined in the “Anti-Boycott Against Israel Act” (Idaho Code 67-2346).

10.5.2 Contract with Abortion Providers: To the extent this agreement is subject to the use of public funds, CONTRACTOR certifies that it is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the “No Public Funds for Abortions Act” Idaho Code Title 18, Chapter 87).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and OWNER’S AUTHORIZED REPRESENTATIVE. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by OWNER’S AUTHORIZED REPRESENTATIVE on their behalf.

This Agreement will be effective on _____, 2022.

OWNER:

CONTRACTOR:

City of Post Falls

Selland Construction, Inc

By: _____

By: _____

Name: _____

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Address for giving notices:

Attest _____

408 N Spokane St, Post Falls, ID 83854

Address for giving notices:

—

License No.:

Agent for service of process:

NOTICE OF AWARD

Dated: **08/02/2022**

TO: Selland Construction, Inc.

(BIDDER)

ADDRESS: PO Box 119, Wenatchee, WA 98807

Phone: (509) 662-7119

OWNERS' CONTRACT NO. _____

CONTRACT FOR: Tullamore Sports Complex, Phase I | Bid Package 1 Project

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated **07/19/2022** for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for **Tullamore Sports Complex, Phase I | Bid Package 1.**

The Contract Price of your contract is **\$ 640,000.00.**

Three copies each of the proposed Agreement and Contract Bond Forms accompany this Notice of Award.

0 sets of the Construction Specifications and Drawings will be delivered separately or otherwise made available to you immediately. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award that is by **08/15/2022.**

1. You must deliver to the OWNER 1 fully executed counterparts of the Agreement including all required bonds.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, paragraph 17, General Conditions, Article 6 and Supplemental Conditions, Section 1000.
3. You must deliver with the executed Agreement the Certificates of Insurance as specified in the Instructions to Bidders, paragraph 17, General Conditions, Article 6 and Supplemental Conditions, Section 1000.
4. The Contractor shall have possessed and retained a valid Idaho Public Works Contractor's License of the appropriate classification at the time of bid submittal.
5. The Contractor shall assure that the Subcontractor(s) have possessed and retained a valid Idaho Public Works Contractor's License of the appropriate classification at the time of bid submittal.

6. The Contractor should be prepared to receive a Notice to Proceed with an effective date for commencement of construction on 08/22/2022.
7. Other Conditions and Precedents:
 - a. Complete Public Works Contract Report (WH-5) and submit to Idaho State Tax Commission within thirty days of award.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within thirty days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

ACCEPTANCE OF AWARD

_____ City of Post Falls, Idaho (OWNER)	_____ Selland Construction, Inc. (CONTRACTOR)
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By: _____ (AUTHORIZED SIGNATURE)	By: _____ (AUTHORIZED SIGNATURE)
-------------------------------------	-------------------------------------

_____ Mayor (TITLE)	_____ (DATE)	_____ (TITLE)	_____ (DATE)
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CITY OF POST FALLS:

City of Post Falls Idaho
C/O City of Post Falls Parks and Recreation Department - Parks Division
408 N. Spokane Street
Post Falls, ID 83854

City Contact Administrator: Jason Faulkner, Finance Director. Phone: (208) 773-3511
Email: jfaulkner@postfallsidaho.org

City Project Manager: Robbie Quinn, Parks Planner. Phone: (208) 457-3320.
Email: rquinn@postfallsidaho.org

CONSULTANT:

Michael Terrell Landscape Architecture, PLLC
Firm Project Manager: Michael Terrell
Phone: (509) 922-7449
Email: mterrell@mt-la.com

THIS AGREEMENT made and entered into by and between City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "**City**," and Michael Terrell Landscape Architecture, PLLC having offices for the transaction of business at 1421 N. Meadowwood Lane, Suite 150, Liberty Lake, WA 99019 hereinafter referred to as the "**Consultant**" jointly, hereinafter referred to along with the City as the "**Parties**."

WITNESSETH:

WHEREAS, the City desires to obtain Landscape Architecture services to conduct construction administration for the Cecil Rd Construction at the Tullamore Sports Complex on property owned by the City; and

WHEREAS, Michael Terrell Landscape Architecture, PLLC has been selected by the City to perform the construction administration work.

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

ARTICLE 1. SUBJECT AND PURPOSE

1.1. **PURPOSE:** The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth, which are generally described as professional services for the Tullamore Sports Complex mass grading construction administration.

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. **PROJECT LOCATION:** This project is located in the City of Post Falls.

2.2. **SCOPE/STATEMENT OF WORK:** The Consultant will provide the professional design services

described in the Scope of Services attached hereto as **Exhibit "A"**, which is incorporated herein by reference. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. Work will be coordinated with the City Project Manager or his/her representative.

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

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

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

2.6. TERM: Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of the City, and subject to the City's approval a schedule for the performance of the Services which may be adjusted as the Project proceeds, shall be submitted for review and approval. The schedule shall include allowances for periods of time required for the City's review and for the receipt of submissions by authorities having jurisdiction over the project.

ARTICLE 3. COMPENSATION

3.1. BASIS OF COMPENSATION: Consultant will be paid on a lump sum basis for each task (tasks C1.01 – C1.03) listed in Exhibit "B". Total reimbursement to the Consultant, including reimbursable expenses, will not exceed **\$66,452.00** without a change order approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by Change Order to the Agreement.

3.2. REIMBURSABLE EXPENSES: Reimbursable expenses must have the prior written approval of the City. Reimbursable expenses will be billed at cost unless otherwise approved in writing by the Contract Administrator. Such reimbursable expenses, which are subject to the total compensation limit addressed in

Section 3.1 of this Article. Reimbursable expenses include expenses by the Consultant and the Consultant's employees in the interest of the Project.

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

3.4. TIME OF PAYMENT: Payments will be made in monthly installments based on an invoice of services rendered and costs incurred during the previous month. Each invoice will contain the project/contract number and be sequentially numbered beginning with "Pay Request 1". The invoice will be addressed to the Project Manager at the address listed above. The invoice will be paid within 60 days of receipt by the City contingent upon review and authorization by the City's Contract Administrator and Project Manager. Each monthly invoice must reflect the total work performed and approved to date. Past due amounts may bear a finance charge as stipulated by law not to exceed 1% of the past due amount per month.

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

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

ARTICLE 4. INSURANCE

4.1. INSURANCE: The Consultant will maintain, at a minimum, the insurance coverage's set forth in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this contract may not commence until evidence of all required insurance is provided to, and approved by, the City Attorney. The Consultant's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the City. The policy must be endorsed, and the certificate must reflect that the City of Post Falls is named as an additional insured on the Consultant's general liability policy with respect to activities under this Agreement. The policy must provide, and the certificate must reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed, and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be City of Post Falls C/O City of Post Falls 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the

Consultant.

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

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

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

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

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

ARTICLE 5. CONTRACT TERMINATION

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

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

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

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

ARTICLE 6. INDEMNIFICATION

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

6.2. PROFESSIONAL LIABILITY: The Consultant's professional liability to the City (including Consultant's officers, directors, employees and agents) is limited to the amount payable under this Contract or one million dollars (\$1,000,000), whichever is less. In no case will the Consultant's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims or actions identified under any legal theory related to Consultant's services under this Agreement and any continuation or extension of such services.

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

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

7.1. CITY OWNS INSTRUMENTS OF SERVICE: Drawings and other documents, including those in electronic form, prepared by the Consultant and Consultant's subcontractors are Instruments of Service. The City shall own all rights, title and interest in all of the Instruments of Service and all of the other materials conceived or created by the Consultant or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form

(hereafter "Materials"). All finished or unfinished Materials prepared by the Consultant under this Agreement shall be the property of the City whether or not the project is completed, or this Agreement is canceled prior to expiration.

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

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

7.4. INFRINGING ON OTHERS INTELLECTUAL PROPERTY: The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend (at the City's sole option), the City at the Consultant's expense from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City, or to portions of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

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

7.6. MAINTENANCE OF RECORDS: The Contractor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Contractor shall make available to the City, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Agreement and which the City

may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

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

7.8. **ARTICLE APPLICABLE TO SUBCONTRACTORS:** The CONSULTANT shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

ARTICLE 8. GENERAL CONDITIONS

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

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

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

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

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

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

8.7. **HEADINGS:** The Article and Section headings in this Agreement have been inserted solely for the purpose

of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the Articles/Sections to which they appertain.

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

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

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

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

8.12. INTEREST OF MEMBERS OF CITY AND OTHERS: No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

8.16 NONDISCRIMINATION: The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the

following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require. The Consultant further agrees to comply with all the Nondiscrimination Requirements contained in **Exhibit "B"**, which by this reference is incorporated herein.

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

(1) **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and Consultant employs ten (10) or more persons, then Consultant certifies that it is not currently engaged in, and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).

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

ARTICLE 9. CONTRACT DOCUMENTS

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

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

END OF ARTICLES

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

MAYOR OF POST FALLS, IDAHO

Ronald G. Jacobson, Mayor

ATTEST:

BY: _____
Shannon Howard, City Clerk

Date: _____

CONSULTANT



Michael Terrell /

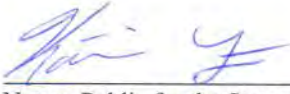
Date: 7/25/2022

State of Washington
: SS
County of Spokane)

On this 25th day of July, 2022 before me, a notary for the State of Washington, personally appeared Michael Terrell who, being by me first duly sworn, declared that he is a Owner of Michael Terrell Landscape Architecture, PLLC that he signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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





Notary Public for the State of Washington
Residing at: Hayden, Idaho
My Commission Expires: December 6, 2023



Michael Terrell ■ Landscape Architecture, PLLC
1421 N. Meadowwood Lane, Suite 150
Liberty Lake, WA 99019

June 28, 2021

Client: City of Post Falls, Parks & Recreation
Phone: (509) 363-5462
Contact: Robbie Quinn, PLA, Parks Planner
Address: 408 N Spokane Street
Post Falls Idaho 83854
Spokane, WA 99202

Project: Tullamore Sports Complex – Phase I, BP 1 Construction Administration:
Additional Services

Project Number: 21-065

Address: Corner of E. Killdeer Avenue and N. Charleville Road, Post Falls, Idaho

Scope of Work: Michael Terrell ■ Landscape Architecture, PLLC (Consultant) and T-O Engineers agree to perform the following Professional Services for the City of Post Falls:

Additional Services Task C: Cecil Road and Prairie Avenue Street Frontage CA (Bid Package 1)	
<p>C1.0 Bid Package #1 Construction Administration / Observation Description: Services for Bid Package 1 Street Frontage Improvements for the Tullamore Sports Complex, including street improvements for Prairie Avenue and Cecil Road.</p> <ol style="list-style-type: none"> 1. Project Management – Provide general project management and coordination. 2. Construction Administration – MT-LA and TO Engineers will provide support and attend one pre-construction conference after contract has been awarded to contractor. Provide office administration support and City coordination and correspondence during construction as City may request or as work activities require. Including: <ol style="list-style-type: none"> a. Submittal review b. Review and preparation of contractor pay requests c. Preparation of change order documentation 3. An allowance of time is included for this task and it is assumed construction will last 9 weeks. <ol style="list-style-type: none"> a. Principal Landscape Architect: 1 hour per week. b. Landscape Architect: 2 hours per week. c. Engineering Project Manager: 6 hours per week. d. EIT: 3 hours per week 	

PROPOSAL AND CONTRACT

Project: Tullamore Sports Complex Phase I, BP 1 Construction, Additional Services #1

Project #: 21-065

Client: City of Post Falls, Idaho

June 28, 2022



<ol style="list-style-type: none"> 4. Additional construction administration at the request of the City will be billed on a time and materials basis. 5. Construction Observation: Conduct construction observation during construction to observe conformance of work with the contract documents as required to allow the Consultant to certify construction was completed in accordance with approved plans and specifications. Observation activities may include but are not limited to: <ol style="list-style-type: none"> a. Construction Diaries, b. Materials Review c. Testing Procedure, Workmanship Observation, Quantity Tracking, Erosion and Sediment Control Compliance 6. An allowance of time is included for this Construction Observation and it is assumed construction will last 9 weeks. <ol style="list-style-type: none"> a. Principal Landscape Architect: 1 hour per week. b. Landscape Architect: 3 hours per week. c. Resident Engineering Project Representative: 20 hours per week. d. Engineering Project Manager: 3 hours e. Additional construction observation will be billed on a time and materials basis. Weekly construction meetings will be held throughout the duration of the project with preparation of Agendas and Minutes. 7. Substantial and Final Completion Inspection - Conduct one (1) site visit for substantial completion inspection with the City Inspectors and Contractor. Prepare punch list of work remaining and distribute to contract parties. Conduct one (1) site visit for a final completion inspection with the City and issue certificate of Final Completion. 8. Assumptions: <ul style="list-style-type: none"> • Construction Administration of contract documents prepared by T-O Engineers and MT-LA and based on survey information prepared by T-O Engineers under separate contract. • Permit and review fees are the responsibility of the city. <p>Deliverables:</p> <ul style="list-style-type: none"> • Design team meeting • City of Post Falls Coordination Meetings: Two meetings • Pre-Development Meeting • Project Management: Quality Control, team coordination, communications, general project management. Monthly billings, review of subconsultant work and invoices. Assumed duration for design -bidding: six months. 	
<p>C1.01 Additional Services Task C. Construction Administration: Michael Terrell – Landscape Architecture, PLLC</p>	<p style="text-align: right;">Fee: \$9,500.00</p>

PROPOSAL AND CONTRACT

Project: Tullamore Sports Complex Phase I, BP 1 Construction, Additional Services #1

June 28, 2022

Project #: 21-065

Client: City of Post Falls, Idaho



EXHIBIT A

C1.02 Additional Services Task C. Construction Administration: T-O Engineers (\$46,775.00 x 1.10 = \$51,452.00)	Fee:	\$51,452.00
C1.03 Additional Services Task C. Construction Testing, ALLWEST. Allowance (\$5,000 x 1.10 = \$5,500.00)	Estimated Fee:	\$5,500.00
Task C Subtotal		\$66,452.00

This Proposal and Contract may be withdrawn by Michael Terrell ■ Landscape Architecture, PLLC if not accepted within 30 days.

Signature:  Date: 6/28/2022
Michael D. Terrell, ASLA

Acceptance of Proposal: I have read the above proposal, fees, and terms and they are hereby accepted. Michael Terrell ■ Landscape Architecture, PLLC is authorized to commence work as specified and agreed to herein.

Signature: _____ Date: _____

Exhibit B Nondiscrimination Requirements

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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

CITY OF POST FALLS
AGENDA REPORT
New Business
MEETING DATE: 7/19/2022

DATE: 7/12/2022 3:09 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Enderud, City Administrator
SUBJECT: Impact Fee Study

ITEM AND RECOMMENDED ACTION:

When the Council adopted the current impact fees, they requested that staff re-evaluate the impact fees to ensure they accurately reflected the costs and projects for the three impact fee types. During that same time, the Capital Facilities Plan was underway and was approved by Council in December of 2021. Since that time, staff has met and has two recommended paths forward for updating impact fees.

DISCUSSION:

The first step would be to perform a minor update to reflect the newly updated costs for projects currently in the impact fee report. This would include:

- Updates to the Public Safety Impact Fee to include additional information on facilities from our new Capital Facilities Master Plan adopted in Dec 2021. This is simply an increase in capital expenditure for this area and does not reflect any change in methodology.
- Updates to the Parks Impact Fee to reflect an updated Land Value as the current estimate is significantly deficient as compared to land costs currently.
- Updates to the Transportation Impact Fee to reflect updated construction costs for projects - these have not been updated yet, but we will be initiating that update soon. This item is scoped separately to ensure it does not prevent the first two items from moving forward in a timely fashion.

Attached is a scope of work from TischlerBise and a contract to accomplish this first task. I would recommend that Council direct the Mayor to sign the contract and staff move forward with the process of updating the impact fees. It would be our goal to have the public hearing for the fee increases before Council in either September or October for implementation in November or December.

The second recommended task is to move forward with a complete update of the impact fees. Staff will draft a Request for Qualifications to seek a firm to assist staff with this task. More information will be brought back to Council upon completion of the first task of updating the current impact fee costs.

Please let me know if you have any questions. The fees for the studies will be paid out of the impact fee accounts.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$15,420

BUDGET CODE:

035-420.0000.80300 Public Safety Impact Fee Study 037.431.0000.80300 Streets Impact Fee Study
038-443.0000.80300 Parks Impact Fee Study

June 17, 2022

Shelly Enderud, City Manager
City of Post Falls, Idaho
Via Email: SEnderud@postfallsidaho.org

RE: Scope and Pricing for Interim Update of Post Falls Development Impact Fees

Dear Shelly:

TischlerBise is pleased to submit the enclosed scope to prepare an interim update to the City of Post Falls' Development Impact Fees, previously prepared by Tischlerbise. There are several points we would like to note that make our qualifications unique:

- 1. Depth of Experience.** TischlerBise has been in business for over forty years. Our firm specializes in fiscal/economic impact analysis, impact fees and infrastructure financing strategies, and market analysis. consulting firm. Our qualified team of six professionals bring an unparalleled depth of experience to this assignment. **We have prepared over 900 impact fee studies across the country – more than any other firm.**
- 2. Breadth and Depth of Technical Experience.** A comprehensive and successful financial planning foundation for impact fee analyses requires expertise in a broad array of financial and economic resources. This foundation must include knowledge of accounting, operational and capital budgeting, and debt financing principles. Our team has considerable expertise in impact fee studies, indirect cost allocation plans for General Fund reimbursement, utility impact fee programs and debt financing principles.
- 3. Idaho Experience.** TischlerBise has Idaho experience in Post Falls—having prepared its fees over the past decades, as well as other Idaho impact fee and fiscal impact analysis experience across the state.

As the President of TischlerBise, I have the authority to negotiate and contractually bind the firm. We look forward to working with the City of Post Falls again and are committed to providing cost-effective, high-quality support for this assignment.

Sincerely,



L. Carson Bise II, AICP, President
TischlerBise
4701 Sangamore Road S240
301.320.6900 x12 || carson@tischlerbise.com

Project Approach

Impact fees are fairly simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, (4) show a reasonable relationship between the facility to be constructed and the type of development, and (5) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating impact fees involves the following two steps:

1. Determine the cost of development-related improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.

Current City of Post Falls Development Impact Fees include Parks and Recreation, Public Safety, Streets, and Multimodal Paths. The City would like to conduct an interim update of its current fees to reflect changes in costs to better reflect costs to serve growth.

Work Scope

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet (virtually) with City staff to obtain data and documentation on changes. The objectives of this initial discussion are:

- Obtain updated cost and related information for Public Safety facilities, Parks (anticipated to be limited to land acquisition costs), and Transportation.
- Review and refine work plan and schedule; identify schedule milestones
- Identify any major relevant policy issues

Meetings:

One (1) virtual meet with City project management team/City staff as appropriate.

TASK 2: UPDATE COST FACTORS

TischlerBise will update cost factors as appropriate in the study and the fee calculation. It should be noted that Transportation updates are presented as an optional update, due to the timing of the City's transportation planning update.

Deliverables:

See Task 3.

TASK 3: PREPARE DEVELOPMENT IMPACT FEE TECHNICAL MEMO

TischlerBise will prepare a written technical memo that will serve as an addendum to the existing City Development Impact Fee report. The technical memo will highlight the interim update's changes, detailing updated cost factors and any other relevant changes.

Deliverables:

Draft and Final Technical Memo on Interim Updated Development Impact Fees.

TASK 4: PRESENTATIONS

TischlerBise will present at and attend meetings with external bodies as requested by the City at mutually agreed upon dates/times. Potential meetings include the Development Impact Fee Advisory Committee (DIFAC) and City Council. These are provided as optional tasks. TischlerBise will prepare presentation materials as necessary.

Deliverables:

Presentation materials.

Meetings:

To be determined (priced per meeting)

Project Schedule

It is our understanding that the City desires completion of the update in time for an October 1, 2022, Council adoption. Assuming notice to proceed by June 30, we would target delivery of a draft technical memo by early- to mid-August, assuming prompt receipt of requested data.

Pricing

The table below indicates the fixed fee consulting costs for this assignment. TischlerBise invoices monthly on a percentage complete basis.

17-Jun-22

PROPOSED FEE - POST FALLS INTERIM DEVELOPMENT FEE UPDATE				
Project Team Member:	Herlands	Gillooly	Total	
Hourly Rate*	\$210	\$180	Hours	Cost
TASK 1: PROJECT INITIATION / DATA ACQUISITION	4	4	8	\$1,560
TASKS: By Infrastructure Category (Includes Tasks 2 and 3)				
Parks and Recreation	4	10	14	\$2,640
Public Safety	4	10	14	\$2,640
Streets	8	12	20	\$3,840
Multimodal Pathway Improvements	4	6	10	\$1,920
Subtotal	24	42	66	\$12,600
TASK 4: PRESENTATIONS (per Meeting)	10	4	14	\$2,820

* Hourly rates are inclusive of all costs.

CITY OF POST FALLS:

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

City Contact Administrator: Jason Faulkner, Finance Director. Phone: (208) 773-3511
Email: jfaulkner@postfallsidaho.org

City Project Manager: Shelly Enderud, City Administrator. Phone: (208) 457-3307.
Email: senderud@postfallsidaho.org

CONSULTANT:

TischlerBise
4701 Sangamore Road, Suite S240
Bethesda, MD 20816

Firm Project Manager: L. Carson Bise II, President. Phone: (301) 320-6900 ext. 12
Email: carson@tischlerbise.com

THIS AGREEMENT made and entered into by and between City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "City," and TishlerBise hereinafter referred to as the "Consultant" jointly, hereinafter referred to along with the City as the "Parties."

WITNESSETH:

WHEREAS, pursuant to the provisions of the Idaho Code, if the City implements development impact fees, the City must, from time to time, update a Capital Improvement Plan and Impact Fee analysis for the City; and

WHEREAS, the Consultant has previously assisted the City with updating and implementing an Impact Fee report.

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

ARTICLE 1. SUBJECT AND PURPOSE

1.1. **PURPOSE:** The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth, which are generally described as professional financial planning services to update the City’s Capital Improvement Plan and Impact Fee Study.

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. **PROJECT LOCATION:** This project is to be located in the City of Post Falls.

2.2. **SCOPE/STATEMENT OF WORK:** The Consultant will provide the professional financial planning and

related consulting services described in the Scope of Services attached hereto as **Exhibit "A"**, which is incorporated herein by reference. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. Work will be coordinated with the City Project Manager or his/her representative.

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

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

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

2.6. TERM: Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of the City, and subject to the City's approval a schedule for the performance of the Services which may be adjusted as the Project proceeds, shall be submitted for review and approval. The schedule shall include allowances for periods of time required for the City's review and for the receipt of submissions by authorities having jurisdiction over the project.

ARTICLE 3. COMPENSATION

3.1. BASIS OF COMPENSATION: Consultant will be paid on a fixed fee basis at an hourly rate based on the rates listed in the Pricing section of **Exhibit "A"**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed \$15,420.00 without a change order approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by Change Order to the Agreement.

3.2. EXCLUSIONS FROM COMPENSATION: Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Article, administrative overhead and other indirect or direct costs the Consultant

may incur in the performance of its obligations under this Agreement, including but not limited to, fees, licenses, and permits have already been included in computation of the Consultant's fee and may not be charged to the City.

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

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

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

ARTICLE 4. INSURANCE

4.1. INSURANCE: The Consultant will maintain, at a minimum, the insurance coverage's set forth in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this contract may not commence until evidence of all required insurance is provided to, and approved by, the City Attorney. The Consultant's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the City. The policy must be endorsed and the certificate must reflect that the City of Post Falls is named as an additional insured on the Consultant's general liability policy with respect to activities under this Agreement. The policy must provide and the certificate must reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be City of Post Falls C/O City of Post Falls Public Services - Planning Division Department, 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.

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

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

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

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

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

ARTICLE 5. CONTRACT TERMINATION

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

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

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

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

ARTICLE 6. INDEMNIFICATION

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

6.2. PROFESSIONAL LIABILITY: The Consultant's professional liability to the City (including Consultant's officers, directors, employees and agents) is limited to the amount payable under this Contract or one million dollars (\$1,000,000), whichever is less. In no case will the Consultant's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims or actions identified under any legal theory related to Consultant's services under this Agreement and any continuation or extension of such services.

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

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

7.1. CITY OWNS INSTRUMENTS OF SERVICE: Drawings and other documents, including those in electronic form, prepared by the Consultant and Consultant's subcontractors are Instruments of Service. The City shall own all rights, title and interest in all of the Instruments of Service and all of the other materials conceived or created by the Consultant or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the Consultant under this Agreement shall be the property of the City whether or not the project is completed or this Agreement is canceled prior to expiration.

7.2. CONSULTANT TO ASSIGN RIGHTS: The Consultant hereby assigns to the City all rights, title and interest to the Materials. The Consultant will, upon request of the City, execute all papers and perform all other acts necessary to assist the City to obtain and register copyrights, patents or other forms of protection provided by law for the Materials such work being at additional expense to the City. The Materials created under this

Agreement by the Consultant, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to the City by the Consultant, its employees and any subcontractors, and the Consultant shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the Consultant's obligations under this Agreement without the prior written consent of the City's Designated Representative except that the Consultant may retain copies necessary for record keeping, documentation and other such business purposes related to the Agreement.

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

7.4. INFRINGING ON OTHERS INTELLECTUAL PROPERTY: The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend (at the City's sole option), the City at the Consultant's expense from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City, or to portions of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

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

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

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

7.8. ARTICLE APPLICABLE TO SUBCONTRACTORS: The CONSULTANT shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

ARTICLE 8. GENERAL CONDITIONS

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

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

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

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

8.5. VENUE STIPULATION: This Agreement has and shall be construed as having been made and delivered in the State of Idaho, and the laws of the State of Idaho shall be applicable to the construction and enforcement of this Agreement or any provision hereto. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho.

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

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

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

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

8.10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person

or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

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

8.12. INTEREST OF MEMBERS OF CITY AND OTHERS: No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS

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

contract documents is set forth below:

- 1. Change Orders; and
- 2. This Agreement; and
- 3. Exhibit "A" Scope of Work; and
- 4. Exhibit "B" Nondiscrimination Requirements; and
- 5. Consultant response to the Request for Qualifications.

END OF ARTICLES

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

MAYOR OF POST FALLS, IDAHO

ATTEST:

Ronald G. Jacobson, Mayor

BY: _____
Shannon Howard
City Clerk

Date: _____

CONSULTANT



L. Carson Bise, President

Date: 7/20/22

State of Maryland)
 : SS
County of Montgomery)

On this 20th day of July, 2022 before me, a notary for the State of ^{Maryland} ~~Idaho~~, personally appeared L. Carson Bise II who, being by me first duly sworn, declared that he is the President of TischlerBise and that he signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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



Notary Public for the State of Maryland.
Residing at: Bethesda
My Commission Expires: 09/17/2025

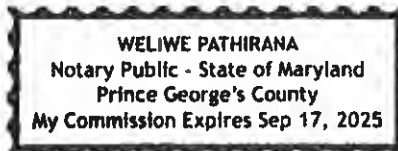


Exhibit B Nondiscrimination Requirements

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

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

1. Compliance with Regulations

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

2. Non-discrimination

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

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

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

4. Information and Reports

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

5. Sanctions for Non-compliance

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

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

Incorporation of Provisions

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

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