



**CITY COUNCIL
MEETING AGENDA**

**November 15, 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 and Funding Options

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 – November 1, 2022, City Council Meeting
- b. Payables – October 25, 2022 – November 7, 2022
- c. Farmdale Avenue and Fennecus Street Grants of Easement and Rights-of-Way
- d. Millworx Phase 1 Construction Improvement Agreement Addendum
- e. Farwest Steel Annexation Reasoned Decision
- f. Reallocation of Opioid Settlement Funds
- g. Gabourie Annexation Reasoned Decision
- h. Request to Surplus One Digital Intelligence “FRED” Computer by the Police Department

- i. Hargrave-Hathaway Annexation Reasoned Decision
- j. Ashford Place Annexation Decision
- k. Cybersecurity Contract for the Police Department

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:

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

- a. Ordinance – Froehlich Zone Change File No. ZC-22-5

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. 2023 Legislative Session Priorities
- b. Renaming of the Community Garden

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):

- a. Idaho Code 74-206(1)(c) To acquire and interest in real property which is not owned by a public agency

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

Nov 11		City business offices will be closed in Observance of Veterans Day
Nov 15	5:00 pm	<u>City Council Workshop</u> – Workforce Planning And Funding Options
Nov 15	6:00 pm	<u>City Council</u>
Nov 17	8:00 am	Urban Renewal Agency
Nov 18	6:00 pm	Wild Turkey Dodgeball Tournament
Nov 22	6:00 pm	Parks and Recreation Commission
Nov 24		Thanksgiving – City business offices will Be closed
Nov 25		City business offices will be closed in Observance of Thanksgiving
Dec 2	6:00 pm	Winterfest – City Hall Plaza
Dec 6	5:00 pm	<u>City Council Workshop</u> – Revenue Per Square Foot
Dec 6	6:00 pm	<u>City Council</u>
Dec 13	5:30 pm	Planning and Zoning Commission
Dec 20	6:00 pm	<u>City Council</u>
Dec 22	8:00 am	Urban Renewal Agency
Dec 24		Christmas Eve
Dec 25		Christmas Day
Dec 26		City business offices will be closed in Observance of Christmas Day
Dec 27	6:00 pm	Parks and Recreation Commission
Dec 31		New Year’s Eve
Jan 1		New Year’s Day
Jan 2		City Business Offices will be closed in Observance of New Year’s Day
Jan 3	6:00 pm	City Council
Jan 9	5:30 pm	Planning and Zoning Commission
Jan 16		City business offices will be closed in Observance of Martin Luther King Jr. Day
Jan 17	5:00 pm	Council Workshop
Jan 17	6:00 pm	City Council

Post Falls City Council Meeting

November 15th, 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 and Funding Options

1. Consent Calendar

- c. Farmdale Avenue and Fennecus Street Grants of Easement and Rights-of-Way – The Engineering Division requests approval of the dedication to the City of sidewalk, drainage, and utility easements along with grants of rights-of-way associated with the construction of roadway and utilities along Farmdale Avenue and Fennecus Street. These easements and rights-of-way stem from the Jacklin Land Company’s development of the Kootenai Classical Academy. There are no acquisition costs to the City with the dedication of these easements. If approved, the Mayor shall sign the provided documents.
- d. Millworx Phase 1 Construction Improvement Agreement Addendum – The Engineering Division requests approval of the CIA Addendum for the abovementioned project. The Developer has chosen to process three condominium plats on structures within the original site plan. The condominium plats will move forward as separate agenda items at a future Council Meeting if this addendum is approved. If approved, the Mayor will sign the documents.
- e. Farwest Steel Annexation Reasoned Decision – The Planning Division requests approval of the annexation decision document. The ten acre property with a requested zoning designation of Industrial (I) is located west of North Pleasant View Road and north of West Seltice Way. The annexation and zoning were approved at the October 18th, 2022, Council public hearing. If Council accepts the Reasoned Decision, the Mayor shall sign the documents.
- f. Reallocation of Opioid Settlement Funds – Deputy City Attorney Field Herrington requests approval to reallocate the Opioid Settlement Funds. City Staff explored uses for the funds but due to the relatively small amount of the settlement and that the city does not currently

have an established opioid abatement program, staff requests they be directed to the Panhandle Health District for effective usage. The City of CDA is also allocating to Panhandle Health District. The opioid settlement funds currently allocated to the City are \$10,167.07.

- g. Gabourie Annexation Reasoned Decision – The Planning Division requests approval of the annexation decision document. The 0.3 acre property with a Single-Family Residential (R-1) zoning is located between the south side of Rodkey Drive and the Spokane River. The annexation and zoning were approved at the October 18, 2022, Council public hearing. If Council accepts the Reasoned Decision, the Mayor will sign the documents.
- h. Request to Surplus One digital Intelligence “FRED’ Computer by the Police Department – The Police Department is requesting approval to surplus a 2011 digital computer workstation. It is past the end of its lifespan and is no longer in use by the City. If approved, the computer will be sent to auction.
- i. Hargrave-Hathaway Annexation Reasoned Decision – The Planning Division requests approval of the annexation decision document. The 9.3 acre property with a requested zoning designation of Residential Mixed (RM) zoning is located to the northeast of the intersection of Clark Fork Parkway, north of Poleline Avenue, and about .4 miles west of Chase Road. At the October 4, 2022, Council public hearing, Council approved the annexation with a zoning designation of Single-Family Residential (R1). If Council accepts the Reasoned Decision, the Mayor will sign the documents.
- j. Ashford Place Annexation Decision – The Planning Division requests approval of the Legislative Decision for the Ashford Place Annexation. The 12.26 acre property with a requested zoning designation of Single-Family Residential (R1) zoning is located on the southwest corner of Grange Avenue and McGuire Road. At the September 20, 2022, Council public hearing, Council denied the requested annexation. If Council accepts the Legislative Decision, the Mayor shall sign the documents.
- k. Cybersecurity Contract for the Police Department – The Police Department requests approval of the contract with Sylint LLC for cybersecurity services. Due to the ever increasing risk of cyber-attacks, City Council supported staff looking at implementing cyber-security measures. Sylint has successfully thwarted some recent attempted attacks on the city’s systems with their offsite monitoring service. To help ensure any future attempts are prevented, the PD requests approval of a three year contract with Sylint for both the City system and the PD system. Work will be billed monthly at the rate of \$9,332. If approved, the Mayor will sign the contract.

2. [Public Hearings](#)

3. [Unfinished Business](#)

- a. Ordinance: Froehlich Zone Change File No. ZC-22-5 – This ordinance formalizes the zone change approved at the September 20, 2022, Council public hearing. Council may adopt the ordinance or take no action

4. New Business

- a. 2023 Legislative Session Priorities – City Administrator Shelly Enderud presents the City's Legislative Priorities for the 2023 session. These include effective property tax relief for residents, retaining penalties and interest on delinquent property taxes, limiting the time required to retain police audio and video recordings, and opposing major changes to the Area of City Impact legislation.
- b. Renaming of the Community Garden - Parks and Recreation Director Dave Fair requests approval to rename the Community Garden to the Rick Noordam Community Garden. The Parks and Recreation Commission makes this recommendation in honor of the contributions of the late Rick Noordam as the former Parks and Recreation Commission Chair. Rick was instrumental in making the garden a reality through fundraising and donating his time and skills to all aspects of the garden. Per the Commission's policy, they advertised for comments on the proposed name change but received none. The cost to make the change is limited to replacement of signs and estimated at about \$3,000. If approved, the name will be changed.

6. Administrative / Staff Reports

8. Executive Session

- a. Idaho Code 74-206(1)(c) To acquire and interest in real property which is not owned by a public agency



**CITY COUNCIL
MINUTES AGENDA**

**November 1, 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, Kenny Shove - **Present**

Topic: IDVV Presentation/PFPD VSU (Domestic Violence Grants)

Christine Jones, Crime Victim Advocate with the Post Falls Police Department spoke about the Victim Services Unit. This unit provides immediate and ongoing support to all victims of crime (domestic violence, sexual assault, child abuse). They provide emergency shelter, help reduce recidivism of cases of domestic violence, and facilitate interdisciplinary teamwork between Law Enforcement, Prosecutors, Service Providers and the Courts. This unit is made up of two individuals who are on call 24/7/365. One in four women will be a victim of domestic violence. One in ten men will be a victim of domestic violence. In 2022, Idaho ranked 9th in the county for domestic violence.

Heather Cunningham, Idaho Council on Domestic Violence & Victim Assistance spoke that her council's purpose is a State advisory body for programs and services affecting victims of domestic violence and other crimes in Idaho. Their mission is to ensure that all victims of domestic violence, sexual assault, child abuse, and other violent crimes in Idaho have access to quality trauma-informed and victim-centered services. What they do is grant administration, victim service enhancement, training, and offender intervention. For the 2023 fiscal year the Post Falls Victim Services Unit has been awarded a grant in the amount of \$77,000.

Workshop ended at 5:50 pm.

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 - **Present**

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

- a. The Parks & Recreation Holiday Craft Fair is this Saturday, November 5th from 9 am to 3:30 pm. Vendors will be located at three locations, the Trailhead Event Center, Black Bay Depot and the Jacklin Arts & Cultural Center. This is a great way to shop local, small businesses for the holidays.

- b. City Hall and city business offices will be closed Friday, November 11th in observance of Veterans Day. Police, fire and rescue services for life-threatening or in-progress emergencies may be reached by calling 911. The Police Department will be open for walk-in emergencies. For Water Department emergencies call 208-773-3517.
- c. Proclamation - Soroptimist International of Coeur d' Alene Day

AMENDMENTS TO THE AGENDA

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None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes – October 18, 2022, City Council Meeting
- b. Payables – October 11, 2022 – October 24, 2022
- c. Cash and Investments Report for August 2022
- d. Frederick Four Minor Subdivision Plat Application
- e. Wallace Thorington Court Subdivision Plat Application
- f. Utility Easements – Farmdale Avenue and Fennecus Street Kootenai Classical Academy

Motion by Thoreson to accept the Consent Calendar as presented.

Second by Malloy.

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

Motion Carried

ADJOURNMENT OF REGULAR MEETING 6:04 PM

WORKSHOP – Basement Conference Room

ROLL CALL OF CITY COUNCIL MEMBERS

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

Josh Walker – **Excused**

Workshop started at 6:10 pm.

Topic: Comprehensive Plan and Zoning Review Criteria

Bob Seale, Community Development Director, Jon Manley, Planning Manager, and Warren Wilson, City Attorney presenting: The Comprehensive Plan is a guiding document defining a general vision for a community's long-term future. The Plan outlines what the community wants to look like in the next twenty or more years and how it can get there. It is also the basis for adoption of administrative ordinances, review of land use proposals and development of other plans affecting the cultural and natural environment. The Idaho Local Land Use Planning Act (ILLUPA) requires that planning and zoning commissions in each City and County develop and adopt a Plan. The Plan should be generalized, comprehensive, long range, not stagnant, and implemented and followed. The Plan is not self-implementing, it is just a guide against which our regulations and zone changes are reviewed.

Workshop ended at 7:55 pm.

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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Mayor Ronald G. Jacobson

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

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Post Falls Check Approval



City of Post Falls

Packet: APPKT09748 - Check run 11.8.22 CR 11.16.22
 Vendor Set: 01 - Vendor Set 01

Check Date: 11/8/2022

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN11724	BIG CREEK LAND CO				
APMWB	Check	BOND RELEASE - 1	BOND RELEASE - 1487 N FORDHAM	001-22115	2,000.00
VEN11902	DAUM CONSTRUCTION				
APMWB	Check	BOND RELEASE - 4	BOND RELEASE - 4038 N PRADERA	001-22115	2,000.00
		BOND RELEASE - 4	BOND RELEASE - 4047 N. PRADERA	001-22115	2,000.00
		BOND RELEASE - 4	BOND RELEASE - 4056 N. PRADERA	001-22115	2,000.00
		BOND RELEASE - 4	BOND RELEASE - 4067 N PRADERA	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3779 N ABEL	001-22115	2,000.00
		BOND RELEASE - 4	BOND RELEASE - 4027 N PRADERA	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3799 N ABEL	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3819 N ABEL	001-22115	2,000.00
		BOND RELEASE - 4	BOND RELEASE - 4007 N PRADERA	001-22115	2,000.00
		BOND RELEASE - 4	BOND RELEASE - 4022 N. PRADERA	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3879 N ABEL	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3919 N ABEL	001-22115	2,000.00
		BOND RELEASE - 4	BOND RELEASE - 4002 N PRADERA	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3985 N PRADERA	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3984 N PRADERA	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3964 N PRADERA	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3963 N PRADERA	001-22115	2,000.00
VEN07931	HAYDEN HOMES				
APMWB	Check	BOND RELEASE - 3	BOND RELEASE - 3814 N PEYTON	001-22115	2,000.00
		BOND RELEASE - 4	BOND RELEASE - 4114 N ARROWLEAF	001-22115	2,000.00
		BOND RELEASE - 2	BOND RELEASE - 2482 E CORRINE	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3813 N PEYTON	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3911 N PEYTON	001-22115	2,000.00
		BOND RELEASE - 3	BOND RELEASE - 3829 N PEYTON	001-22115	2,000.00
VEN14486	Ilena Van Rossum				
APMWB	Check	66670	Refund Garden Deposit	001-22080	25.00
VEN14433	Integrity Development				
APMWB	Check	BOND RELEASE - 6	BOND RELEASE - 6290 W. SELTICE	001-22115	22,500.00
P380	Post Falls Food Bank				
APMWB	Check	11.4.22	October 2022 monthly donation	001-22110	593.82
VEN08489	Ralf Denger				
APMWB	Check	66830	Community Garden Performance Deposit Retu	001-22080	25.00
VEN14690	Robert Flagor				
APMWB	Check	66826	Community Garden Performance Deposit Retu	001-22080	25.00
		66825	Community Garden Performance Deposit Retu	001-22080	25.00
VEN14691	Tony Langella				
APMWB	Check	66829	Community Garden Performance Deposit Retu	001-22080	25.00
VEN14686	Windy Creek LLC				
APMWB	Check	BOND RELEASE - 3	BOND RELEASE - 3364 N TREATY ROCK BL	001-22115	2,000.00
Balance Sheet Accounts Total:					73,218.82
Dept: 415 City Clerk					
C291	Coeur d' Alene Press				
APMWB	Check	0000566245	Printing of ordinance 1468	001-415.0000.62000	90.72
Dept 415 Total:					90.72
Dept: 418 Human Resources					
A1190	A Drug Free Alliance				
APMWB	Check	71510	AMDT RTW Topp	001-418.4000.72070	65.00

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	72440	Pre-employment/RandomDrug Testing	001-418.4000.72070	100.00
D09750	DeVries Info Management						
		APMWB	Check	0156686	Shredding for HR	001-418.0000.63060	55.00
Dept 418 Total:							220.00
Dept: 421 Police							
VEN14572	Axon Enterprise, Inc						
		APMWB	Check	INUS108718	Investigate pro dongle license 1 yr	001-421.0000.63920	3,000.00
B5501	Barcode Warehouse						
		APMWB	Check	30096	Evidence labels	001-421.0000.63920	441.60
VEN14688	Brooke Sexton						
		APMWB	Check	100622	Bicycle repair - 22PF21218	001-421.0000.67020	132.50
VEN05261	CDA PAVING						
		APMWB	Check	78498	Concrete dump for wheelchair ramp repair	001-421.0000.68010	7.13
VEN14467	CDA Redi Mix & Precast, Inc						
		APMWB	Check	58996	Cast iron dome for wheelchair ramp	001-421.0000.68010	116.95
				58459	Cast iron ADA domes for wheelchair ramps	001-421.0000.68010	467.80
C140	CDW Government Inc.						
		APMWB	Check	DH90121	DUO 2 factor licensing annual renewal	001-421.0000.66043	9,502.50
VEN10854	Cellebrite Inc.						
		APMWB	Check	INVUS248869	Cellebrite software	001-421.0000.63920	16,935.00
C210	City of Post Falls						
		APMWB	Check	INV0144802	City Utilities Oct 2022	001-421.0000.65004	959.09
C220	Coleman Oil Co						
		APMWB	Check	CL24667	Department fuel	001-421.0000.64030	6,395.40
C4106	CPS						
		APMWB	Check	TR-INV000987	Applicant testing	001-421.0000.64020	533.50
				CM0004463	Credit for returns	001-421.0000.64020	-35.00
VEN04300	CW Wraps & Marketing, Inc						
		APMWB	Check	15308	Business cards X 4	001-421.0000.63210	220.00
VEN01195	Empire Insignias						
		APMWB	Check	2211024	Uniform patches	001-421.4000.72000	175.00
F030	FedEx						
		APMWB	Check	940348754873	Postage for camera repair	001-421.0000.63070	19.82
G020	Galls, LLC						
		APMWB	Check	022369866	Mace holder - Mack	001-421.0000.67020	39.40
				022388810	Vellum braid - Honor guard	001-421.4000.72000	22.96
				022284998	Uniform pants - Peterson	001-421.4000.72000	85.01
				022434961	Jacket and mace holder - Nigh	001-421.4000.72000	197.17
				022430860	Patrol jumpsuit - Mackabee	001-421.4000.72000	600.17
				022422732	Patrol jacket - Brown	001-421.4000.72000	157.77
VEN13129	Identifix, Inc						
		APMWB	Check	484646-21 12.31.202	Automotive online service	001-421.0000.62060	714.00
N001	Napa Auto Parts						
		APMWB	Check	3688-193613	Oil for Fleet and PD for the year	001-421.0000.67100	6,099.24
				3688-160600	Battery - PFPD108	001-421.0000.67100	250.54
				3688-160243	Spark plugs and gaskets - PFPD110	001-421.0000.67100	147.84
				3688-159892	Alternator - PFPD104	001-421.0000.67100	213.27
				3688-160587	Fuel cap tether	001-421.0000.67100	18.00
				3688-160128	Air door actuator - PFPD99	001-421.0000.67100	35.51
VEN01972	North Idaho College						
		APMWB	Check	4629	Academy tuition	001-421.0000.64020	10,254.00
VEN04236	Ramey's Yard Care						
		APMWB	Check	154055	Insect control	001-421.0000.68010	105.00
VEN07943	Retail Acquisition & Development, Inc						
		APMWB	Check	9000093575	Patrol batteries	001-421.0000.63130	100.99
S0760	Seltice Laundry						
		APMWB	Check	2207	VOP car washes	001-421.0000.67170	18.09
VEN14674	SUMURI LLC						
		APMWB	Check	2022-1260	Cyber Crimes forensenic computer	001-421.0000.63920	13,299.00
T118	TPI Embroidery						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	18599	Patrol hat - Dalke	001-421.4000.72000	23.98
VEN07714	Uniforms2gear, Inc				
APMWB	Check	2022/11/0101	Uniform jacket - Stilkey	001-421.4000.72000	42.72
		2022/11/0102	Uniform pants - Coder	001-421.4000.72000	66.90
VEN14681	Young CDJR of Burley LLC				
APMWB	Check	12F1504	Patrol Vehicles	001-421.0000.90020	31,497.00
		12F1505		001-421.0000.90020	31,497.00
		12F1514		001-421.0000.90020	31,497.00
		12F1516		001-421.0000.90020	31,497.00
		12F1529		001-421.0000.90020	31,497.00
VEN14328	ZaccWorks				
APMWB	Check	2022-1019B	Server maintenance	001-421.0000.66043	135.00
Dept 421 Total:					228,982.85
Dept: 423 Oasis					
VEN14554	Kacey Wall, PLLC				
APMWB	Check	6719	VSU client legal assistance	001-423.1153.68400	1,495.00
Dept 423 Total:					1,495.00
Dept: 424 Legal					
A510	AIC - Association of Id Cities				
APMWB	Check	20009379	AIC Fall District - CDA	001-424.0000.64020	75.00
C220	Coleman Oil Co				
APMWB	Check	CL27240	Fuel for City Fleet	001-424.0000.64030	68.70
Dept 424 Total:					143.70
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CL24667	Department fuel	001-427.0000.64030	336.14
Dept 427 Total:					336.14
Dept: 431 Streets					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	89482	Fabric Braid, Acetylene, Brass Ferrule	001-431.0000.63260	15.75
A365	American On-Site Services				
APMWB	Check	486419	Porta-Potty Cleanout	001-431.0000.68130	60.00
A497	Arrow Construction Supply, Inc				
APMWB	Check	355294	Mtown 6" x 4" hand 1/8"R w/dura handle	001-431.0000.67090	24.82
VEN05261	CDA PAVING				
APMWB	Check	78712	3/4" crushed base	001-431.0000.68150	285.65
		78567	Crushed Base for Salt Pad	001-431.0000.93010	632.05
		78499	Crushed base for Salt Shed Road	001-431.0000.93010	1,135.35
C210	City of Post Falls				
APMWB	Check	INV0144802	City Utilities Oct 2022	001-431.0000.65004	695.94
C220	Coleman Oil Co				
APMWB	Check	CL27240	Fuel for City Fleet	001-431.0000.64030	6,825.98
L071	Local Highway Technical Assistance Council- LHTAC				
APMWB	Check	T2101322RM-2	Training - Joe Houck, Justin Robison	001-431.0000.64020	120.00
		T2-101122RDS-4	Training	001-431.0000.64020	660.00
		T2101222TTL-2	Training - Clint Boren, James Mettler, Matt Pov	001-431.0000.64020	180.00
N0991	Norco Inc				
APMWB	Check	34694440	Gloves	001-431.0000.63110	12.60
P1001	Pape Machinery				
APMWB	Check	70444905	Loader Lease	001-431.0000.67070	3,500.00
P310	Platt Electric Supply				
APMWB	Check	2Z42519	9v batteries	001-431.0000.67090	49.92
P325	Poe Asphalt Paving, Inc.				
APMWB	Check	102522	2022 Chip Seal	001-431.0000.68110	21,679.60
		8203	Salt Shed Yard	001-431.0000.93010	21,224.94
R251	Serights Ace Hardware				
APMWB	Check	336184/1	Cascade Complete	001-431.0000.63000	6.83

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	336284/1	Concrete	001-431.0000.63260	276.64
		336121/1	Razor blades & Electrical tape	001-431.0000.63260	13.28
		336139/1	1/4" Coupler	001-431.0000.63260	8.99
		336749/1	Nuts & Bolts	001-431.0000.63525	5.95
		336793/1	Sanding disc	001-431.0000.67090	8.26
		336698/1	Plastic bucket & lid	001-431.0000.67090	8.44
		336619/1	Utility knives	001-431.0000.67090	13.49
		336620/1	Replacement 5 Gallon Bucket	001-431.0000.67090	40.24
		336699/1	Paint strainers to use with Mag Trucks	001-431.0000.68080	70.15
		336081/1	8pak - D batteries	001-431.0000.68150	17.99
		336159/1	Propane - for use on the Salt Shed	001-431.0000.93010	39.48
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240051400-00	Hex Cap Screws for Sign Shop	001-431.0000.63260	41.33
T090	Thorco, Inc.				
APMWB	Check	1794876	Conduit locate for holiday lighting	001-431.0000.62040	490.58
		1794898	Changed relay in flashing signal	001-431.0000.68140	238.00
T118	TPI Embroidery				
APMWB	Check	18455	Coat & Hat	001-431.4000.72000	96.92
		18460	Uniform - Casey Gossen	001-431.4000.72000	169.10
		18629	Uniforms - John Best	001-431.4000.72000	186.83
		18454	Hat-Kyle, Coat-Brian	001-431.4000.72000	98.92
		18630	Uniform - Justin Robison	001-431.4000.72000	99.80
VEN14627	Transmap				
APMWB	Check	2982001	2022 City Street Crack Map Pavement Analysis	001-431.0000.62040	58,770.60
		2982007		001-431.0000.62040	4,932.00
VEN14310	US Fleet Tracking LLC				
APMWB	Check	427480	Monthly Fleet Tracking Service	001-431.0000.66016	539.10
		425110	Fleet Tracking	001-431.0000.66016	539.10
Z026	Ziegler Lumber Co #017				
APMWB	Check	333438	3" Adj worm gear clamp	001-431.0000.63260	11.28
		333437	6" adj worm gear clamp	001-431.0000.63260	25.47
		321646	string liner, fir strips and screws for Cecil ADA	001-431.0000.68150	84.97
		327068	Carbide Drill Bit for Salt Shed	001-431.0000.93010	60.07
Dept 431 Total:					123,996.41
Dept: 433 Facility Maintenance					
C220	Coleman Oil Co				
APMWB	Check	CL27240	Fuel for City Fleet	001-433.0000.64030	187.95
Dept 433 Total:					187.95
Dept: 434 Fleet Maintenance					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	89842	Pioneer 1/2 FPT	001-434.0000.63011	35.41
		89547	- Manuli Multi-Fit barb, swivel, hose	001-434.0000.63013	211.92
A0001	Alsco				
APMWB	Check	LSPO2563159	Uniforms & rugs	001-434.0000.63160	137.49
		LSPO2565357	Uniforms & Rugs	001-434.0000.63160	73.77
		LSPO2567504		001-434.0000.63160	137.49
C220	Coleman Oil Co				
APMWB	Check	CL27240	Fuel for City Fleet	001-434.0000.64030	290.87
C3818	Cooper Fabrication, Inc.				
APMWB	Check	24391	Repair of Chain lift arms for 4 plows	001-434.0000.67170	591.83
F145	Freightliner Northwest- Spokane				
APMWB	Check	PC001565923 01	Filter - S220	001-434.0000.63011	183.79
		PC001564614 02	Coolant Tubing, hosing elbows - S215	001-434.0000.63011	512.35
		PC001564065 01	Credit for Shoe lining Core - S219	001-434.0000.63011	-60.00
		PC001563852 01	Brake drums/shoes for S219	001-434.0000.63011	540.77
VEN13129	Identifix, Inc				
APMWB	Check	484646-21 12.31.202	Automotive online service	001-434.0000.62133	714.00
VEN01931	Kimball Midwest				
APMWB	Check	100338288	Primer & Paint - filled B/O from June	001-434.0000.63011	102.20

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	100338288	Primer & Paint - filled B/O from June	001-434.0000.63012 001-434.0000.63013	102.20 102.20
N001	Napa Auto Parts				
APMWB	Check	3688-194972	Trigger nozzle - S215	001-434.0000.63011	8.57
		3688-194491	Oil Filter - S555	001-434.0000.63011	31.12
		3688-192708	LED M C Kit	001-434.0000.63011	20.50
		3688-195766	Fuel Filter - S237	001-434.0000.63011	30.93
		3688-193613	Oil for Fleet and PD for the year	001-434.0000.63011	6,602.48
		3688-193154	55 Gal - Premium AW 46 Hydraulic Fluid	001-434.0000.63011	500.00
		3688-194479	Brake cleaner, Antifreeze, RTU EXT/Life	001-434.0000.63011	391.58
		3688-191279	Air & Oil Filters for S344 - includes warranty re	001-434.0000.63011	147.48
		3688-191985	Oil filter -	001-434.0000.63011	16.88
		3688-191443	Warranty replacement for inv# 191279	001-434.0000.63011	42.65
		3688-192056	Snow prep - Lime Green	001-434.0000.63011	11.51
		3688-197033	Spark plugs	001-434.0000.63012	5.60
		3688-194479	Brake cleaner, Antifreeze, RTU EXT/Life	001-434.0000.63012	391.58
		3688-193613	Oil for Fleet and PD for the year	001-434.0000.63012	6,602.48
		3688-193154	55 Gal - Premium AW 46 Hydraulic Fluid	001-434.0000.63012	499.99
		3688-191985	Oil filter -	001-434.0000.63012	16.88
		3688-194479	Brake cleaner, Antifreeze, RTU EXT/Life	001-434.0000.63013	391.58
		3688-193154	55 Gal - Premium AW 46 Hydraulic Fluid	001-434.0000.63013	499.99
		3688-193613	Oil for Fleet and PD for the year	001-434.0000.63013	2,033.08
		3688-191824	Warranty return - original inv# 3688-191279	001-434.0000.63013	-83.95
		3688-191985	Oil filter -	001-434.0000.63013	16.88
		3688-195826	Headlight bulbs - tools	001-434.0000.67090	40.69
				001-434.0000.67090	12.69
		3688-191683	Socket Set - F101	001-434.0000.67090	10.78
P1001	Pape Machinery				
APMWB	Check	14021122	AT505595 Window - S307	001-434.0000.63011	386.86
R251	Serights Ace Hardware				
APMWB	Check	336823/1	Cable ties, Extension cord,	001-434.0000.63011	50.86
		335922/1	Bolts	001-434.0000.63012	5.16
		336823/1	Cable ties, Extension cord,	001-434.0000.63012	50.86
		336545/1	Water Sealant, boiled linseed oil,Garden Spray	001-434.0000.63012	93.56
		336823/1	Cable ties, Extension cord,	001-434.0000.63013	50.86
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240050889-00	Supplies for Fleet Stock split 3 ways	001-434.0000.63011 001-434.0000.63012 001-434.0000.63013	17.05 17.04 17.04
T118	TPI Embroidery				
APMWB	Check	18558	Hoody	001-434.4000.72000	69.00
W180	Western States Equipment				
APMWB	Check	IN002144174	Plow parts	001-434.0000.63011	746.85
Dept 434 Total:					23,423.40
Dept: 441 Urban Forestry					
C220	Coleman Oil Co				
APMWB	Check	CL27240	Fuel for City Fleet	001-441.0000.64030	528.89
VEN14472	Peak Machinery (Bobcat of Seattle, Marysville, Olympia, Spokane, Pasco, Yakima, Hay				
APMWB	Check	S-0143285	Mini Track Loader and Attachments	001-441.0000.91000	32,773.08
R251	Serights Ace Hardware				
APMWB	Check	336360/1	Replacement electrical plug	001-441.0000.67090	1.53
Dept 441 Total:					33,303.50
Dept: 442 Cemetery					
C210	City of Post Falls				
APMWB	Check	INV0144802	City Utilities Oct 2022	001-442.0000.65004	4,577.92
C220	Coleman Oil Co				
APMWB	Check	CL27240	Fuel for City Fleet	001-442.0000.64030	493.55
Dept 442 Total:					5,071.47

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 443 Parks					
A365	American On-Site Services				
APMWB	Check	486352	4th St Trailhead Portable	001-443.0000.65050	108.87
		486353	Hilde Kellogg Portable	001-443.0000.65050	108.87
		486433	Warren Portable	001-443.0000.65050	125.00
		486351	Community Garden Portable	001-443.0000.65050	108.87
		486397	Black Bay Portables	001-443.0000.65050	150.00
		486399	White Pine Portable	001-443.0000.65050	283.87
		486396	Corbin Portables	001-443.0000.65050	320.97
		486395	Q'emiln Park Portables	001-443.0000.65050	460.00
		486432	Upper Corbin Portable	001-443.0000.65050	140.00
		486424	Falls Park Portable	001-443.0000.65050	98.39
		486398	Skate Park Portable	001-443.0000.65050	125.00
		486401	Tullamore Park Portable	001-443.0000.65050	75.00
		485881	Tullamore Portable	001-443.0000.65050	45.00
		486400	Kiwanis Portable	001-443.0000.65050	98.39
C210	City of Post Falls				
APMWB	Check	INV0144802	City Utilities Oct 2022	001-443.0000.65004	15,274.65
				001-443.0000.68230	316.15
C280	Coeur d'Alene Power Tool				
APMWB	Check	2-224049	Tool Belt	001-443.0000.67090	89.99
C220	Coleman Oil Co				
APMWB	Check	CL27240	Fuel for City Fleet	001-443.0000.64030	4,591.95
VEN13186	Kootenai County Parks & Waterways				
APMWB	Check	CENT TR 2023	Centennial Trail Joint Powers Contribution	001-443.0000.68012	10,000.00
L109	Lowe's Credit Services				
APMWB	Check	89616	Lean-to Underlayment	001-443.0000.68160	256.44
N001	Napa Auto Parts				
APMWB	Check	3688-195625	Trailer Hardware	001-443.0000.66190	3.72
N249	Northwest Playground Equipment				
APMWB	Check	50442	Playground safety surfacing for several parks.	001-443.0000.68013	3,710.81
R251	Serights Ace Hardware				
APMWB	Check	336281/1	Hardware to Stock Trailer	001-443.0000.67030	8.09
		336306/1	Hardware Lean-to	001-443.0000.67030	29.95
		336281/1	Hardware to Stock Trailer	001-443.0000.67030	17.77
		336306/1	Hardware Lean-to	001-443.0000.67030	4.25
		336298/1	Drill bit Restock	001-443.0000.67030	35.98
		336333/1	Light Ballast for Parks Shop	001-443.0000.67030	30.59
		336306/1	Hardware Lean-to	001-443.0000.67030	4.45
		336558/1	GFCI Tester	001-443.0000.67090	14.84
S135	Shenango Signs and Designs				
APMWB	Check	1933	Signs for restrooms & decals for the Communit	001-443.0000.63260	1,534.20
Dept 443 Total:					38,172.06

Dept: 445 Recreation					
VEN14685	Cole Schneider				
APMWB	Check	10/28/22	Refund at 80% for Pumkin Bowl	001-445.1635.33363	120.00
S050	Saturday Night Inc.				
APMWB	Check	103173	Tiny Hoopsters Tshirts	001-445.0000.63430	498.80
		102933	Flag Football Shirts	001-445.0000.63430	1,074.00
S054	Schmidt, Sheila				
APMWB	Check	10-27-2022	Contractual Fall Sessions	001-445.1617.33339	2,396.80
R251	Serights Ace Hardware				
APMWB	Check	336796/1	11/04/22	001-445.0000.63080	8.98
VEN14661	Tammy Loe				
APMWB	Check	62849	Pro-rated refund guitar	001-445.1625.33391	37.50
VEN09501	Yoke's Foods Inc				
APMWB	Check	03-1643248	Plates and cutlery	001-445.0000.63080	31.73
Dept 445 Total:					4,167.81

Dept: 452 Building Inspector

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN07316	BC Engineers Inc				
APMWB	Check	08191	Structural engineering review	001-452.0000.62040	270.00
C220	Coleman Oil Co				
APMWB	Check	CL27240	Fuel for City Fleet	001-452.0000.64030	621.67
Dept 452 Total:					891.67
Dept: 453 Engineering					
C220	Coleman Oil Co				
APMWB	Check	CL27240	Fuel for City Fleet	001-453.0000.64030	207.55
Dept 453 Total:					207.55
Dept: 481 Capital Improvements/Contracts					
C210	City of Post Falls				
APMWB	Check	INV0144802	City Utilities Oct 2022	001-481.0000.68390	802.81
Dept 481 Total:					802.81
Fund 001 Total:					534,711.86

Fund: 003 - PERSONNEL BENEFIT POOL

Dept: 482 Personnel Pool

VEN08243	Awards Network				
APMWB	Check	00080825	YOS Awards	003-482.0000.73020	131.56
		00083853		003-482.0000.73020	230.81
		00074445		003-482.0000.73020	146.71
		00077557		003-482.0000.73020	100.53
VEN07938	Crystal Balback				
APMWB	Check	45	Wellness Class	003-482.4000.73000	240.00
VEN04994	Gallagher Benefit Services Inc.				
APMWB	Check	267188	Benefit Consulting	003-482.0000.62040	2,500.00
A6000	Rehn & Associates, Inc.				
APMWB	Check	IN0000165503	COBRA Notices	003-482.0000.62160	225.00
		IN0000166561		003-482.0000.62160	75.00
R1249	Uprise Health				
APMWB	Check	272585	EAP Contract	003-482.4000.73000	1,591.98
Dept 482 Total:					5,241.59
Fund 003 Total:					5,241.59

Fund: 008 - 911 SUPPORT

Dept: 426 911 Support

VEN08122	Telecommunication Systems, Inc				
APMWB	Check	04INV-000042226	Annual PSAP fee per contract	008-426.0000.66170	2,100.00
Dept 426 Total:					2,100.00
Fund 008 Total:					2,100.00

Fund: 017 - ANNEXATION FEES

Dept: 410 General Government Services

J105	J-U-B Engineers, Inc.				
APMWB	Check	0157178	CIP Project Update	017-410.0000.62040	14,750.00
Dept 410 Total:					14,750.00
Fund 017 Total:					14,750.00

Fund: 035 - PUBLIC SAFETY IMPACT FEES

Dept: 420 Public Safety Impact Fees

T105	TischlerBise, Inc.				
APMWB	Check	2022110000028	Impact Fee Study	035-420.0000.80300	528.00
Dept 431 Total:					528.00

Packet: APPKT09748 - Check run 11.8.22 CR 11.16.22
 Vendor Set: 01 - Vendor Set 01

Check Date: 11/8/2022

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
A570	AVISTA Utilities				
APMWB	Check	GCA #44579	FY2022 - Poleline Cecil Roundabout	037-431.0000.95137	15,736.00
		GCA #44522	FY2022 - Prairie & Idaho Roundabout	037-431.0000.95143	8,280.00
		GCA #44651	GCA #44651 (Prairie - Spokane Roundabout)	037-431.0000.95200	26,220.00
J105	J-U-B Engineers, Inc.				
APMWB	Check	0155620	FY2022 - Spokane & Prairie	037-431.0000.95134	20,319.75
VEN07815	LaRiviere, Inc				
APMWB	Check	Pay App #7 - Spokane	Pay App #7 - Spokane/Prairie	037-431.0000.95200	816,529.85
P410	Post Falls Highway District				
APMWB	Check	Prairie Idaho Rounda	FY2022 - PFHD - Prairie & Idaho Roundabout	037-431.0000.95143	27,322.00
T105	TischlerBise, Inc.				
APMWB	Check	2022110000028	Impact Fee Study	037-431.0000.80300	1,152.00
Dept 431 Total:					915,559.60
Fund 037 Total:					915,559.60
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	5075	Tullamore Sports Complex Phase 1	038-443.0000.94165	66,380.06
R2175	Ross Point Water				
APMWB	Check	10.19.22	Sports Complex 2" Irrigation Connection	038-443.0000.94165	18,960.00
VEN14676	Selland Construction Inc				
APMWB	Check	10.18.22	Tullamore Sports Complex Bid Package 1	038-443.0000.94165	253,361.18
T105	TischlerBise, Inc.				
APMWB	Check	2022110000028	Impact Fee Study	038-443.0000.80300	528.00
Dept 443 Total:					339,229.24
Fund 038 Total:					339,229.24
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	127763	BACT FC BIO, TS2540	650-463.0000.63400	110.00
		127693	Fecal Coliform, Total Solids	650-463.0000.63400	220.00
A497	Arrow Construction Supply, Inc				
APMWB	Check	352659	Locate Green Paint	650-463.0000.63330	108.00
		353278	6'x24' Concrete Blanket	650-463.0000.68025	127.67
VEN04450	BDP Industries				
APMWB	Check	14867	Guide Rail Seal Parts, 12' GBT, Set of Two	650-463.0000.68025	186.95
C210	City of Post Falls				
APMWB	Check	INV0144802	City Utilities Oct 2022	650-463.0000.65080	134.58
C18750	CityServiceValcon, LLC				
APMWB	Check	0618928	Mobilrgear 600 XP220-400Lb	650-463.0000.68025	1,490.00
C220	Coleman Oil Co				
APMWB	Check	CL27240	Fuel for City Fleet	650-463.0000.65005	487.40
C3090	Columbia Electric Supply				
APMWB	Check	1120-1011152	Splice Kit & Work Light	650-463.0000.68025	72.10
		1120-1011059	3x2 Red Bushing	650-463.0000.68025	65.33
VEN03982	Dally Environmental LLC				
APMWB	Check	2655	SRSP Consultant Services October 2022	650-463.0000.62040	761.88
D070	Dell Marketing LP				
APMWB	Check	10624660854	Workstation for Adam Tate	650-463.0000.80010	1,608.14
H030	Hach Company				
APMWB	Check	13306083	Stock Nitrite	650-463.0000.63400	51.02
		13302579	Volatile Acids TNT	650-463.0000.63400	101.53
K0037	K & N Electric Motors Inc.				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	0137177	Test Electrical on 125 HP 1800 RPM Motor	650-463.0000.68025	567.08
N001	Napa Auto Parts	APMWB	Check	3688-194436	Oil Filter - T104	650-463.0000.67170	14.45
VEN04172	Northwest Scientific, Inc.	APMWB	Check	5161897	Stirring Paddle 20" HDPE Small 2" x 3"	650-463.0000.63400	129.76
				5161727	Tubing Silicone Pump	650-463.0000.63400	378.24
				5161227	CLEANER RBS-35 5KG	650-463.0000.63400	217.84
				5161654	Sodium Nitrite 97% ACS 500g	650-463.0000.63400	89.75
				5161569	HydrioColorCoded Buffer Preservative forCher	650-463.0000.63400	23.54
P180	Perfection Tire	APMWB	Check	1048271	Tire mount/balance - D104	650-463.0000.67170	1,115.24
P451	Premier Electric Motors, Inc.	APMWB	Check	9985	new fan for 1 hp Motor	650-463.0000.68025	20.00
R251	Serights Ace Hardware	APMWB	Check	336133/1	Impact Locking Bolt Holder 12"	650-463.0000.67090	48.57
				335921/1	Treatment/Irrigation Supplies	650-463.0000.68010	37.00
				335808/1	ITP Sampler	650-463.0000.68025	6.37
				336404/1	Power Cord, SJOOW 14-3 Cord	650-463.0000.68025	42.27
				336203/1	Fine Point Marker, Coupling Nuts	650-463.0000.68025	24.54
				335798/1	IPT Sampler	650-463.0000.68025	21.29
				335603/1	Duct Tape & Key	650-463.0000.68025	7.80
				336304/1	Adapter, Couple Insert and Clamp	650-463.0000.68025	17.03
T11390	T-O Engineers, Inc.	APMWB	Check	210756-11	Post Falls Community Forest Phase 2 tasks	650-463.0000.62040	4,192.50
W0226	Walter E Nelson Co	APMWB	Check	481506	Lab Supplies	650-463.0000.63400	399.02
				483112	Lab Supplies	650-463.0000.63400	616.21
				481723	Facial Tissue, Citrus Air Freshner	650-463.0000.63400	129.83
W095	Welding Fabrication Services	APMWB	Check	23968	WRF Gate Repair Work	650-463.0000.68010	135.00
W180	Western States Equipment	APMWB	Check	IN002175940	Troubleshoot Switch Gear Issue	650-463.0000.68025	700.06
Dept 463 Total:							14,457.99
Dept: 466 Wastewater - Collections							
C210	City of Post Falls	APMWB	Check	INV0144802	City Utilities Oct 2022	650-466.0000.65080	886.17
						650-466.0000.65081	1,544.36
C220	Coleman Oil Co	APMWB	Check	CL27240	Fuel for City Fleet	650-466.0000.65005	1,790.19
K037	Hotstart Sales	APMWB	Check	CD99514797	Heater Cord	650-466.0000.63006	115.14
O050	Oxarc Inc.	APMWB	Check	0031650211	O2 Sensor	650-466.0000.63110	134.33
P310	Platt Electric Supply	APMWB	Check	3G69663	ELECTRICAL TESTER	650-466.0000.67090	413.07
R251	Serights Ace Hardware	APMWB	Check	336194/1	WWTP Supplies	650-466.0000.63006	9.78
				336101/1	Hose Clamp 1/4"	650-466.0000.63006	2.69
				336100/1	GREASD LIGHTNG CLNR 1G	650-466.0000.63330	9.89
VEN13448	SmartCover Systems	APMWB	Check	23473	SmartCover Renewal & Warranty	650-466.0000.62040	1,052.00
Dept 466 Total:							5,957.62
Dept: 468 Wastewater - Surface Water							
C210	City of Post Falls	APMWB	Check	INV0144802	City Utilities Oct 2022	650-468.0000.65080	104.34
						650-468.0000.65081	16,474.47
C220	Coleman Oil Co	APMWB	Check	CL27240	Fuel for City Fleet	650-468.0000.65005	397.54
P4835	ProPrint						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	61988	Jaxon and Andrew Business Cards	650-468.0000.63060	62.00
R251	Serights Ace Hardware	APMWB	Check	335502/1	Shop Supplies	650-468.0000.68380	69.26
Dept 468 Total:							17,107.61
Fund 650 Total:							37,523.22

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP
 Dept: 463 Wastewater Operating

VEN14291	Sletten Construction Company	APMWB	Check	AFP023	Sletten Pay Application #23 Tertiary Project	651-463.3213.90015	1,867,671.84
Dept 463 Total:							1,867,671.84
Fund 651 Total:							1,867,671.84

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR
 Dept: 463 Wastewater Operating

J105	J-U-B Engineers, Inc.	APMWB	Check	0155620	FY2022 - Spokane & Prairie	652-463.3220.95520	2,701.00
T11390	T-O Engineers, Inc.	APMWB	Check	200143-29	T-O Invoice #29 Ponderosa Lift Station Septem	652-463.3214.95520	17,264.75
				210583-8	T-O Invoice 8 Bentley September	652-463.3230.95520	4,839.47
Dept 463 Total:							24,805.22
Fund 652 Total:							24,805.22

Fund: 700 - SANITATION
 Dept: 461 Sanitation

VEN02385	Prairie Transfer Station	APMWB	Check	06-77210	Fall Clean-Up	700-461.0000.65050	37.05
				06-77581		700-461.0000.65050	46.15
				06-77502		700-461.0000.65050	37.05
				06-77284		700-461.0000.65050	32.50
				06-74767	Fall Clean-up Sportsmans	700-461.0000.65050	18.85
				06-77371	Fall Clean-Up	700-461.0000.65050	29.90
				06-74048	Fall Clean-up	700-461.0000.65050	7.15
				06-73446		700-461.0000.65050	12.60
Dept 461 Total:							221.25
Fund 700 Total:							221.25

Fund: 750 - WATER OPERATING
 Dept: 462 Water Operating

A090	Accurate Testing Labs LLC	APMWB	Check	127837	WATER TESTING	750-462.0000.68360	150.00
				127798	Coliform Presence/Absence	750-462.0000.68360	200.00
VEN14124	Badger Meter, Inc.	APMWB	Check	80110945	BEACON HOSTING SERVICES	750-462.0000.66012	31.62
VEN05261	CDA PAVING	APMWB	Check	78566	3/4" Crushed Rock	750-462.0000.63280	109.25
C210	City of Post Falls	APMWB	Check	INV0144802	City Utilities Oct 2022	750-462.0000.65004	1,077.15
C220	Coleman Oil Co	APMWB	Check	CL27240	Fuel for City Fleet	750-462.0000.64030	2,610.18
H215	Core & Main LP	APMWB	Check	R639806	8" Grip Rings	750-462.0000.63280	1,168.88
				R683060	4" MJ Cap	750-462.0000.63280	92.55
				INV0000164	Wheeler-Rex Aluminum Offset Pipe Wrench 24	750-462.0000.67090	687.54
VEN14305	General Pacific, Inc	APMWB	Check	1445793	1" METERS	750-462.0000.91280	19,282.00
				1445361		750-462.0000.91280	19,593.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>H003</u>	H.D. Fowler Company				
APMWB	Check	I6092334	Shop Stock - Water	750-462.0000.63280	217.62
		I6210301	METER BOXES	750-462.0000.63280	2,708.35
		I6218148	1" SERVICE PARTS	750-462.0000.63280	748.60
		I6092370	Shop Stock - Water	750-462.0000.63280	695.21
		I6218145	3/4" SERVICE PARTS	750-462.0000.63280	580.92
		I6225841	4" REPAIR PARTS	750-462.0000.63280	338.08
		I6210298	QUICK JOINT COUPLES - TAPE	750-462.0000.63280	324.86
		I6092332	Joint Coupling, Galvanized Tee, Elbow & Bush	750-462.0000.63280	277.76
		I6210302	METER FLANGES	750-462.0000.63280	316.58
		I6083333	26" Valve Box Top	750-462.0000.63280	87.17
		I6088324	Poly Sticks	750-462.0000.63280	85.40
		C555865	1.5" ANGLE VALVE	750-462.0000.63280	-316.58
		C555864	1.5" CURB STOPS	750-462.0000.63280	-900.00
		C551013	Gasketed PVC Pipe -returned	750-462.0000.63280	-2,819.80
		I6165258	WATER - SERVICE PARTS	750-462.0000.63280	94.82
<u>VEN09639</u>	McHugh Bromley PLLC				
APMWB	Check	1000 3273	Water Rights Legal Support Oct 22	750-462.0000.62010	212.00
<u>N001</u>	Napa Auto Parts				
APMWB	Check	3688-191721	Disc Brake Pads, Emergency Service Rotors -	750-462.0000.67170	767.16
<u>VEN08557</u>	Pollardwater				
APMWB	Check	0225019	HYDRANT PARTS	750-462.0000.63280	1,039.14
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	336477/1	SPRAY, BATTERIES	750-462.0000.63280	45.31
		336430/1	Coupling, Organizer, Shovel	750-462.0000.63280	108.96
<u>VEN01248</u>	United Crown Pump & Drilling				
APMWB	Check	105515	WELL 3 TROUBLESHOOT	750-462.0000.68025	257.50
<u>W180</u>	Western States Equipment				
APMWB	Check	IN00218997	Troubleshoot Generator Well #6	750-462.0000.68025	813.08
Dept 462 Total:					50,684.31
Fund 750 Total:					50,684.31
Report Total:					3,793,026.13



Fund	Account	Amount
001 - GENERAL FUND		
	001-22080	125.00
	001-22110	593.82
	001-22115	72,500.00
	001-415.0000.62000	90.72
	001-418.0000.63060	55.00
	001-418.4000.72070	165.00
	001-421.0000.62060	714.00
	001-421.0000.63070	19.82
	001-421.0000.63130	100.99
	001-421.0000.63210	220.00
	001-421.0000.63920	33,675.60
	001-421.0000.64020	10,752.50
	001-421.0000.64030	6,395.40
	001-421.0000.65004	959.09
	001-421.0000.66043	9,637.50
	001-421.0000.67020	171.90
	001-421.0000.67100	6,764.40
	001-421.0000.67170	18.09
	001-421.0000.68010	696.88
	001-421.0000.90020	157,485.00
	001-421.4000.72000	1,371.68
	001-423.1153.68400	1,495.00
	001-424.0000.64020	75.00
	001-424.0000.64030	68.70
	001-427.0000.64030	336.14
	001-431.0000.62040	64,193.18
	001-431.0000.63000	6.83
	001-431.0000.63110	12.60
	001-431.0000.63260	392.74
	001-431.0000.63525	5.95
	001-431.0000.64020	960.00
	001-431.0000.64030	6,825.98
	001-431.0000.65004	695.94
	001-431.0000.66016	1,078.20
	001-431.0000.67070	3,500.00
	001-431.0000.67090	145.17
	001-431.0000.68080	70.15
	001-431.0000.68110	21,679.60
	001-431.0000.68130	60.00
	001-431.0000.68140	238.00
	001-431.0000.68150	388.61
	001-431.0000.93010	23,091.89
	001-431.4000.72000	651.57
	001-433.0000.64030	187.95
	001-434.0000.62133	714.00
	001-434.0000.63011	10,319.84
	001-434.0000.63012	7,785.35
	001-434.0000.63013	3,280.29
	001-434.0000.63160	348.75
	001-434.0000.64030	290.87
	001-434.0000.67090	23.47
	001-434.0000.67170	591.83
	001-434.4000.72000	69.00
	001-441.0000.64030	528.89
	001-441.0000.67090	1.53
	001-441.0000.91000	32,773.08

001-442.0000.64030	493.55
001-442.0000.65004	4,577.92
001-443.0000.63260	1,534.20
001-443.0000.64030	4,591.95
001-443.0000.65004	15,274.65
001-443.0000.65050	2,248.23
001-443.0000.66190	3.72
001-443.0000.67030	131.08
001-443.0000.67090	104.83
001-443.0000.68012	10,000.00
001-443.0000.68013	3,710.81
001-443.0000.68160	256.44
001-443.0000.68230	316.15
001-445.0000.63080	40.71
001-445.0000.63430	1,572.80
001-445.1617.33339	2,396.80
001-445.1625.33391	37.50
001-445.1635.33363	120.00
001-452.0000.62040	270.00
001-452.0000.64030	621.67
001-453.0000.64030	207.55
001-481.0000.68390	802.81
Fund 001 Total:	534,711.86
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	2,500.00
003-482.0000.62160	300.00
003-482.0000.73020	609.61
003-482.4000.73000	1,831.98
Fund 003 Total:	5,241.59
008 - 911 SUPPORT	
008-426.0000.66170	2,100.00
Fund 008 Total:	2,100.00
017 - ANNEXATION FEES	
017-410.0000.62040	14,750.00
Fund 017 Total:	14,750.00
035 - PUBLIC SAFETY IMPACT FEES	
035-420.0000.80300	528.00
Fund 035 Total:	528.00
037 - STREETS IMPACT FEES	
037-431.0000.80300	1,152.00
037-431.0000.95134	20,319.75
037-431.0000.95137	15,736.00
037-431.0000.95143	35,602.00
037-431.0000.95200	842,749.85
Fund 037 Total:	915,559.60
038 - PARKS IMPACT FEES	
038-443.0000.80300	528.00
038-443.0000.94165	338,701.24
Fund 038 Total:	339,229.24
650 - RECLAIMED WATER OPERATING	
650-463.0000.62040	4,954.38
650-463.0000.63330	108.00
650-463.0000.63400	2,466.74
650-463.0000.65005	487.40
650-463.0000.65080	134.58
650-463.0000.67090	48.57
650-463.0000.67170	1,129.69
650-463.0000.68010	172.00
650-463.0000.68025	3,348.49
650-463.0000.80010	1,608.14
650-466.0000.62040	1,052.00
650-466.0000.63006	127.61
650-466.0000.63110	134.33
650-466.0000.63330	9.89
650-466.0000.65005	1,790.19
650-466.0000.65080	886.17

650-466.0000.65081	1,544.36
650-466.0000.67090	413.07
650-468.0000.63060	62.00
650-468.0000.65005	397.54
650-468.0000.65080	104.34
650-468.0000.65081	16,474.47
650-468.0000.68380	69.26
Fund 650 Total:	37,523.22
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3213.90015	1,867,671.84
Fund 651 Total:	1,867,671.84
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3214.95520	17,264.75
652-463.3220.95520	2,701.00
652-463.3230.95520	4,839.47
Fund 652 Total:	24,805.22
700 - SANITATION	
700-461.0000.65050	221.25
Fund 700 Total:	221.25
750 - WATER OPERATING	
750-462.0000.62010	212.00
750-462.0000.63280	5,003.08
750-462.0000.64030	2,610.18
750-462.0000.65004	1,077.15
750-462.0000.66012	31.62
750-462.0000.67090	687.54
750-462.0000.67170	767.16
750-462.0000.68025	1,070.58
750-462.0000.68360	350.00
750-462.0000.91280	38,875.00
Fund 750 Total:	50,684.31
Report Total:	3,793,026.13

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 11.16.22

10/27/2022	75.48	89794	AT&T- Long Distance	Pay Before Due Date	001-431.0000.65030
10/27/2022	376.30	89795	AVISTA Utilities	Past Due	651-463.6505.95520
10/27/2022	139.98	89796	Charter Communications	Pay Before Due Date	001-412.0000.65040
10/27/2022	139.98	89797	Charter Communications	Pay Before Due Date	001-442.0000.65030
10/27/2022	1544.52	89798	East Greenacres Irrigation	Pay Before Due Date	Various
10/27/2022	17.87	89800	H&H Buisness Systems	Pay Before Due Date	001-431.0000.63060
10/27/2022	2090.80	89801	Kootenai County Solid Waste	Pay Before Due Date	Various
10/27/2022	41.54	89802	Kootenai Electric	Pay Before Due Date	001-443.0000.65021
10/27/2022	457.69	89803	Level 3 Communications	Pay Before Due Date	Various
10/27/2022	2420.08	89804	Level 3 Communications	Pay Before Due Date	Various
10/27/2022	696.39	89805	Ricoh USA Inc	Pay Before Due Date	Various
10/27/2022	503.59	89806	Verizon Wireless	Pay Before Due Date	Various
10/27/2022	82.63	89807	Ziply Fiber	Pay Before Due Date	001-445.0000.65030
11/3/2022	159.98	89879	Charter Communications	Pay Before Due Date	001-421.0000.65030
11/3/2022	75.60	89880	Ziply Fiber	Pay Before Due Date	001-421.0000.65030
11/3/2022	289.91	89881	Ziply Fiber	Pay Before Due Date	001-421.0000.65030
11/3/2022	6.97	89882	AT&T Mobility	Pay Before Due Date	001-443.0000.65030
11/3/2022	1366.21	89883	AVISTA Utilities	Pay Before Due Date	Various
11/3/2022	134.98	89884	Charter Communications	Pay Before Due Date	001-443.0000.65030
11/3/2022	169.98	89885	Charter Communications	Pay Before Due Date	001-443.0000.65030
11/3/2022	679.92	89886	Idaho State Tax Commission	Pay Before Due Date	001-22095
11/3/2022	9830.71	89887	Post Falls Sanitation	Pay Before Due Date	700-461.0000.65114
11/3/2022	1.35	89888	Verizon Wireless	Pay Before Due Date	650-463.0000.65030
11/3/2022	53.60	89889	Ziply Fiber	Pay Before Due Date	001-481.0000.68390

21356.06

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: NOVEMBER 15, 2022**

DATE: NOVEMBER 4, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROBERT S. PALUS, PE – ASSISTANT CITY ENGINEER

SUBJECT: FARMDALE AVENUE AND FENNECUS STREET GRANTS OF EASEMENT AND RIGHTS-OF-WAY

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor’s signature to accept dedication, to the City, of sidewalk, drainage and utility easements along with grants of rights-of-way; associated with the construction of roadway and utilities along Farmdale Avenue and Fennecus Street.

DISCUSSION: Jacklin Land Company is moving forward on the development of property for the Kootenai Classical Academy (KCA). The Jacklin Land Company has made previous dedications of Rights-of-Way and easements for portions of the roadway extensions accessing the site along Fennecus Street and Farmdale Avenue. The dedications with this agenda item complete the needed dedications to provide extension of the public roadways and necessary utilities. The size of the rights-of-way dedication and easements conform to the required City Standard Dedications for such work. Staff has reviewed the proposed dedication relative to the construction plans for the property, the adopted roadway classifications and preliminary site plans related to initial development. There are no acquisition costs to the City with the dedication of these easements.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

09/20/2022 Rights-of-way Fennecus Street and Farmdale Avenue
10/18/2022 Easement Dedications Fennecus Street and Farmdale Avenue
11/01/2022 Easement Dedications Fennecus Street and Farmdale Avenue

APPROVED OR DIRECTION GIVEN: Rights-of-way and Easement Dedications have been approved by the Council.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: None at this time.

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: A copy of the rights-of-way dedication and easement dedications are attached.

GRANT OF EASEMENT

Utility Easement

Farmdale Avenue and Fennecus Street

KNOW ALL MEN BY THESE PRESENTS that, Thomas Stoesser, manager of Jacklin Land Company LLLP, an Idaho Limited Liability Limited Partnership, 4752 W. Riverbend Ave, Post Falls, ID 83854, herein after termed "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, do hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of utilities, over, under, upon and across the following described property, to wit:

A parcel of land being a portion of the Southeast Quarter of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at the Center Section corner of said Section 19 being a 2.5 inch aluminum cap marked per CP&F Instrument Number 2653611000, Records of Kootenai County, from which the South Quarter corner of said Section 19 bears South 00°57'58" West 2660.13 feet; thence along the west line of the Southeast Quarter of said Section 19, South 00°57'58" West 1258.08 feet;

thence South 72°37'35" East 59.91 feet;

thence South 89°06'40" East 735.00 feet;

thence North 00°57'53" East 25.00 feet; to the **True Point of Beginning**;

thence North 89°06'42" West 714.93 feet;

thence along a tangent curve to the right with a radius of 20.00 feet, an arc length of 31.44 feet, a central angle of 90°04'33" and a long chord that bears North 44°04'25" West 28.30 feet;

thence North 00°57'51" East 42.47 feet;

thence South 89°02'09" East 15.00 feet;

thence South 00°57'51" West 42.47 feet;

thence along a tangent curve to the left with a radius of 10.00 feet, an arc length of 15.72 feet, a central angle of 90°04'33" and a long chord that bears South 44°04'25" East 14.15 feet;

thence South 89°06'42" East 709.88;

thence South 00°36'10" West 10.00 feet to the **True Point of Beginning**;

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

DATED AND DONE this _____ day of _____, 2022.

Thomas P. Stoesser - Manager
Jacklin Land Company LLLP
ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

On this _____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared Thomas P. Stoesser known or identified to me to be the Manager of Jacklin Land Company Limited Liability Limited Partnership, the partnership that executed this instrument, or the person who executed the instrument on behalf of said partnership and acknowledged to me that such partnership executed the same.

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

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

CITY OF POST FALLS

This utility easement has been approved and accepted by the Post Falls City Council this _____ day of _____ 20____.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

State Of Idaho)
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, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the 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:_____

RECORD OF SURVEY

LOCATED IN THE SOUTH HALF OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 4
WEST, BOISE MERIDIAN,
KOOTENAI COUNTY, IDAHO

COUNTY RECORDER

FILED FOR RECORDED AT THE REQUEST OF: JACKLIN LAND COMPANY, LLLP
DATE: _____
TIME: _____ O'CLOCK _____ M.
BOOK: _____ AT PAGE _____
INSTRUMENT NO. _____

KOOTENAI COUNTY RECORDER: _____

DEPUTY _____

FEE: _____

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103)-US SURVEY FEET. BEARINGS SHOWN ARE GRID BEARINGS AND DISTANCES SHOWN ARE GROUND DISTANCES. A CONVERGENCE ANGLE OF -00°50'19" AND A COMBINED AVERAGE FACTOR OF 0.99991771 WAS CALCULATED AT THE CENTER QUARTER CORNER OF SECTION 19. USING REFERENCE FRAME: ITRF2014 (EPOCH:2022.3444) USING THE FOLLOWING BASE STATIONS: DL6886 LWST LEWISTON CORS ARP, DG7408 P020 DRYLNDRSH_WA2004 CORS ARP, AND DL7722 P025 BNDRY_AIR_ID2007 CORS ARP.

REFERENCES

- (R-1) RECORD OF SURVEY PREPARED BY LePARD & FRAME, AND RECORDED IN BOOK 10 OF SURVEYS, PAGE 127, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY K.A. DURTSCHI & ASSOC., INC., AND RECORDED IN BOOK 18 OF SURVEYS, PAGE 255, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) RECORD OF SURVEY PREPARED BY INC, AND RECORDED IN BOOK 25 OF SURVEYS, PAGE 210, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-4) RECORD OF SURVEY PREPARED BY STRATTON LAND SERVICES, AND RECORDED IN BOOK 27 OF SURVEYS, PAGE 407, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-5) RECORD OF SURVEY PREPARED BY WELCH-COMER, AND RECORDED IN BOOK 28 OF SURVEYS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-6) RECORD OF SURVEY PREPARED BY DAVID EVANS AND ASSOCIATES, AND RECORDED IN BOOK 30 OF SURVEYS, PAGE 397, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-7) RECORD OF SURVEY PREPARED BY WHIPPLE CONSULTING ENGINEERS, AND RECORDED IN BOOK 32 OF SURVEYS, PAGE 242, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF SUNSWEPT PREPARED BY K.A. DURTSCHI & ASSOC., INC., AND RECORD IN BOOK G OF PLATS, PAGE 380 RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- SET 5/8" x 24" REBAR WITH ORANGE PLASTIC CAP MARKED "PLS 20549"
- FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED "PLS 20549"
- △ CALCULATED POINT, NOTHING FOUND OR SET
- BOUNDARY LINE
- - - CENTERLINE
- · - · - ADJACENT LOT LINE
- · - - SECTION LINE

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, COMPLETED IN SEPTEMBER 2022, AT THE REQUEST OF JACKLIN LAND COMPANY, LLLP.

PRELIMINARY

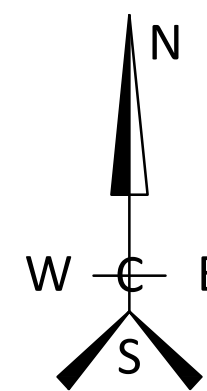
WAYNE A. LOCKMAN, P.L.S. 20549

DATE _____



SURVEYORS NARRATIVE

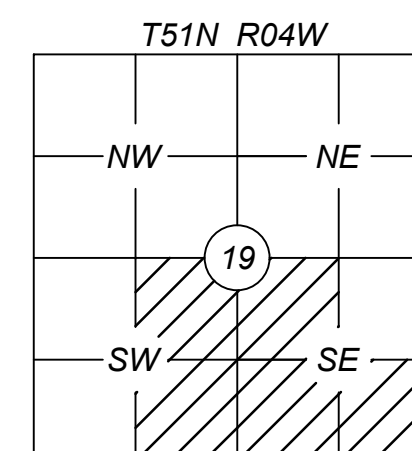
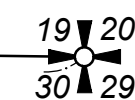
THE PURPOSE OF THIS RECORD OF SURVEY IS TO MEMORIALIZE EASEMENTS AND RIGHT OF WAY DEDICATED TO THE CITY OF POST FALLS. THIS SURVEY WAS PERFORMED USING A COMBINATION TOPCON "HIPER" RTK GNSS SYSTEM AND A 3-SECOND TOPCON GT-1003 ROBOTIC TOTAL STATION USING FIELD TRAVERSE PROCEDURES ACHIEVING MINIMUM CLOSURE STANDARDS.



GRAPHIC SCALE



SOUTHEAST SECTION CORNER
FOUND 3-1/2 INCH BRASS CAP MARKED
"PLS 12110" PER CP&F INSTRUMENT
NUMBER 2481172000

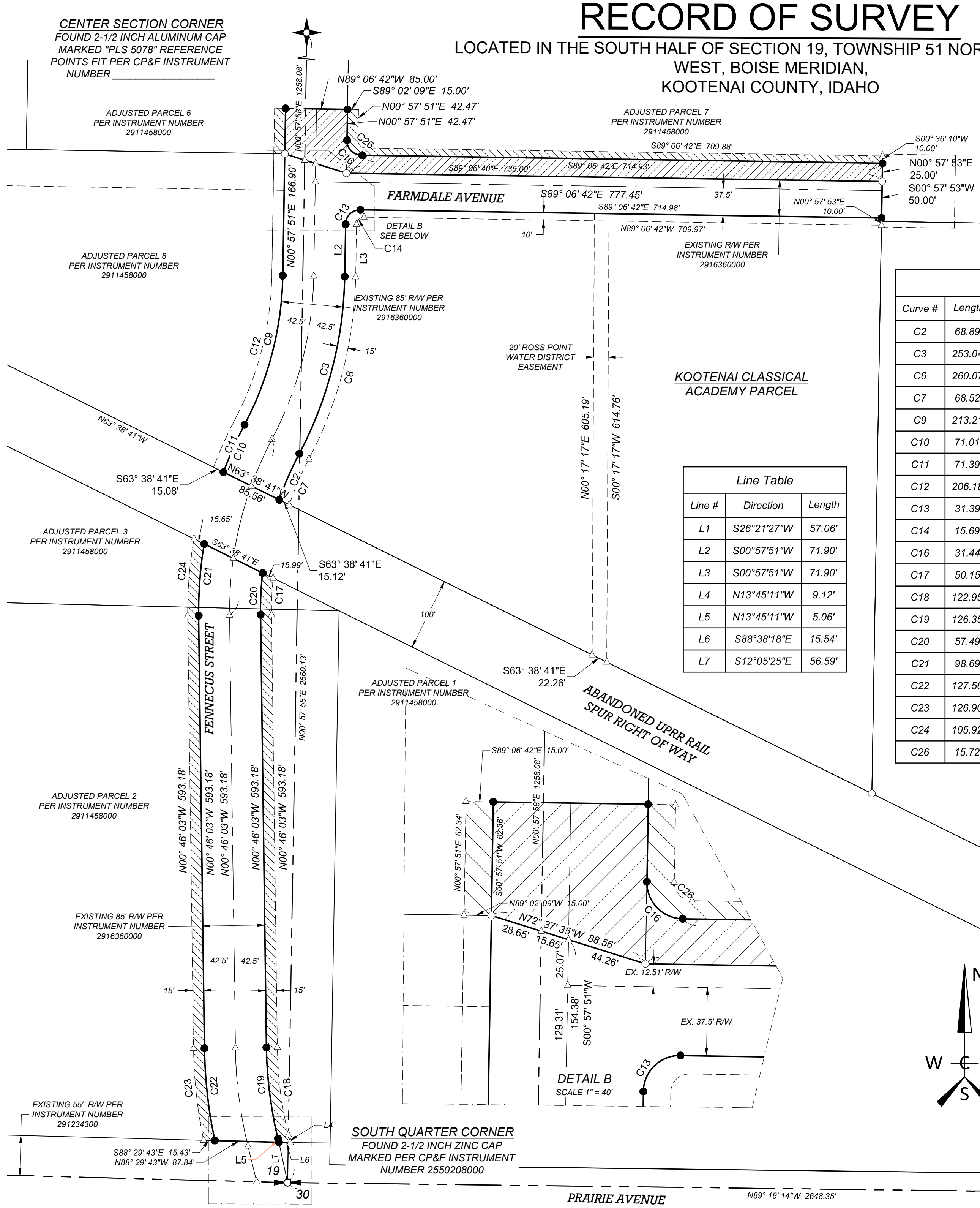


CIVIL	<input type="checkbox"/>
STRUCTURAL	<input type="checkbox"/>
SURVEYING	<input checked="" type="checkbox"/>
TRAFFIC	<input type="checkbox"/>
PLANNING	<input type="checkbox"/>
LANDSCAPE	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

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

PROJ #: 22-3222
DATE: 08/09/2022
PREPARED BY: MAS
REVIEWED BY: WAL

SHEET
1 OF 1
JOB NUMBER
22-3222



Line Table

Line #	Direction	Length
L1	S26°21'27"W	57.06'
L2	S00°57'51"W	71.90'
L3	S00°57'51"W	71.90'
L4	N13°45'11"W	9.12'
L5	N13°45'11"W	5.06'
L6	S88°38'18"E	15.54'
L7	S12°05'25"E	56.59'

Curve #	Length	Radius	Delta	Bearing	Chord
C2	68.89'	460.00'	8°34'52"	S23°31'21"W	68.83'
C3	253.04'	540.00'	26°50'55"	N14°23'19"E	250.73'
C6	260.07'	555.00'	26°50'55"	N14°23'19"E	257.70'
C7	68.52'	445.00'	8°49'21"	S23°24'06"W	68.45'
C9	213.21'	455.00'	26°50'55"	N14°23'19"E	211.27'
C10	71.01'	545.00'	7°27'56"	S24°04'49"W	70.96'
C11	71.39'	560.00'	7°18'15"	S24°09'39"W	71.34'
C12	206.18'	440.00'	26°50'55"	N14°23'19"E	204.30'
C13	31.39'	20.00'	89°55'27"	S45°55'35"W	28.27'
C14	15.69'	10.00'	89°55'27"	S45°55'35"W	14.13'
C16	31.44'	20.00'	90°04'33"	S44°04'25"E	28.30'
C17	50.15'	445.00'	6°27'27"	S02°27'41"W	50.13'
C18	122.95'	542.50'	12°59'09"	S07°15'37"E	122.69'
C19	126.35'	557.50'	12°59'09"	S07°15'37"E	126.08'
C20	57.49'	460.00'	7°09'38"	S02°48'47"W	57.45'
C21	98.69'	545.00'	10°22'31"	S04°25'13"W	98.56'
C22	127.56'	642.50'	11°22'32"	S06°27'19"E	127.35'
C23	126.90'	657.50'	11°03'30"	S06°17'48"E	126.70'
C24	105.92'	560.00'	10°50'12"	S04°39'03"W	105.76'
C26	15.72'	10.00'	90°04'33"	S44°04'25"E	14.15'

SOUTH QUARTER CORNER
FOUND 2-1/2 INCH ZINC CAP
MARKED PER CP&F INSTRUMENT
NUMBER 2550208000

PRAIRIE AVENUE

N89° 18' 14"W 2648.35'

GRANT OF EASEMENT

Sidewalk, Stormwater & Utility Easement

Fennecus Street (Adjoining Fennecus ROW South of Abandoned RR ROW)

KNOW ALL MEN BY THESE PRESENTS that, Thomas Stoesser, manager of Jacklin Land Company LLLP, an Idaho Limited Liability Limited Partnership, 4752 W. Riverbend Ave, Post Falls, ID 83854, herein after termed "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, do hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a sidewalk, stormwater and utilities, over, under, upon and across the following described property, to wit:

A parcel of land being a portion of the South Half of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at the South Quarter Corner of said Section 19 being a 2.5 inch zinc cap marked per CP&F Instrument Number 2550208000, Records of Kootenai County, from which the Southeast Section corner bears South 89°18'14" East 2648.35 feet; thence North 12°05'25" West 56.59 feet to the North Right-of-Way of Prairie Avenue being the **True Point of Beginning**;

thence along said Easterly Right-of-Way of Fennecus Street, North 13°45'11" West 5.06 feet;

thence along a tangent curve to the right with a radius of 557.50 feet, an arc length of 126.35 feet, a central angle of 12°59'09" and a long chord that bears South 07°15'37" East 126.08 feet;

thence North 00°46'03" West 593.18 feet;

thence along a tangent curve to the right with a radius of 460.00 feet, an arc length of 57.49 feet, a central angle of 07°09'38" and a long chord that bears North 02°48'47" East 57.45 feet to a point on the southerly line of the Abandoned UPRR Spur Line Right-of-Way;

thence along the southerly line of said Abandoned Right-of-Way South 63°38'41" East 15.99 feet;

thence leaving the southerly line of said Abandoned UPRR Spur Line Right-of-Way along a non-tangent curve to the left with a radius of 445.00 feet, an arc length of 50.15 feet, a central angle of 06°27'27" and a long chord that bears South 02°27'41" West 50.13 feet;

thence South 00°46'03" East 593.18 feet;

thence along a tangent curve to the left with a radius of 542.50 feet, an arc length of 122.95 feet, a central angle of 12°59'09" and a long chord that bears South 07°15'37" East 122.69 feet;

thence South 13°45'11" East 9.12 feet to a point on the Northerly Right-of-Way of said Prairie Avenue;

thence North 88°38'18" West 15.54 feet returning to the **True Point of Beginning**;

Together with;

A parcel of land being a portion of the Southwest Quarter of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at the South Quarter Corner of said Section 19 being a 2.5 inch zinc cap marked per CP&F Instrument Number 2550208000, Records of Kootenai County, from which the Southeast Section corner bears South 89°18'14" East 2648.35 feet; thence North 12°05'25" West 56.59 feet to the North Right-of-Way of Prairie Avenue; thence along the North Right of Way line of Said Prairie Avenue North 88°29'43" West 87.84 feet being the **True Point of Beginning**;

thence along the North Right of Way line of Said Prairie Avenue North 88°29'43" West 15.43 feet ;

thence leaving said North Right of Way along a non-tangent curve to the right with a radius of 657.50 feet, an arc length of 126.90 feet, a central angle of 11°03'30" and a long chord that bears North 06°17'48" West 126.70 feet;

thence North 00°46'03" West 593.18 feet;

thence along a tangent curve to the right with a radius of 560.00 feet, an arc length of 105.92 feet, a central angle of 10°50'12" and a long chord that bears North 04°39'03" East 105.76 feet to a point on the southerly line of the Abandoned UPRR Spur Line Right-of-Way;

thence along the southerly line of said Abandoned Right-of-Way South 63°38'41" East 15.65 feet to the intersection of the westerly Right of Way of Fennecus Street;

thence along the westerly Right-of-Way of Fennecus Street along a non-tangent curve to the left with a radius of 545.00 feet, an arc length of 98.69 feet, a central angle of 10°22'31" and a long chord that bears South 04°25'13" West 98.56 feet;

thence South 00°46'03" East 593.18 feet;

thence along a tangent curve to the left with a radius of 642.50 feet, an arc length of 127.56 feet, a central angle of 11°22'32" and a long chord that bears South 06°27'19" East 127.35 feet returning to the **True Point of Beginning**;

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

DATED AND DONE this _____ day of _____, 2022.

Thomas P. Stoesser - Manager
Jacklin Land Company LLLP
ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

On this _____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared Thomas P. Stoesser known or identified to me to be the Manager of Jacklin Land Company Limited Liability Limited Partnership, the partnership that executed this instrument, or the person who executed the instrument on behalf of said partnership and acknowledged to me that such partnership executed the same.

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

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

CITY OF POST FALLS

This sidewalk, stormwater and utility easement has been approved and accepted by the Post Falls City Council this _____ day of _____ 20____.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

State Of Idaho)
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, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the 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:_____

RECORD OF SURVEY

LOCATED IN THE SOUTH HALF OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 4
WEST, BOISE MERIDIAN,
KOOTENAI COUNTY, IDAHO

COUNTY RECORDER

FILED FOR RECORDED AT THE REQUEST OF: JACKLIN LAND COMPANY, LLLP
DATE: _____
TIME: _____ O'CLOCK _____ M.
BOOK: _____ AT PAGE _____
INSTRUMENT NO. _____

KOOTENAI COUNTY RECORDER: _____

DEPUTY _____

FEE: _____

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103)-US SURVEY FEET. BEARINGS SHOWN ARE GRID BEARINGS AND DISTANCES SHOWN ARE GROUND DISTANCES. A CONVERGENCE ANGLE OF -00°50'19" AND A COMBINED AVERAGE FACTOR OF 0.99991771 WAS CALCULATED AT THE CENTER QUARTER CORNER OF SECTION 19. USING REFERENCE FRAME: ITRF2014 (EPOCH:2022.3444) USING THE FOLLOWING BASE STATIONS: DL6886 LWST LEWISTON CORS ARP, DG7408 P020 DRYLNRSH_WA2004 CORS ARP, AND DL7722 P025 BNDRY_AIR_ID2007 CORS ARP.

REFERENCES

- (R-1) RECORD OF SURVEY PREPARED BY LePARD & FRAME, AND RECORDED IN BOOK 10 OF SURVEYS, PAGE 127, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY K.A. DURTSCHI & ASSOC., INC., AND RECORDED IN BOOK 18 OF SURVEYS, PAGE 255, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) RECORD OF SURVEY PREPARED BY INC, AND RECORDED IN BOOK 25 OF SURVEYS, PAGE 210, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-4) RECORD OF SURVEY PREPARED BY STRATTON LAND SERVICES, AND RECORDED IN BOOK 27 OF SURVEYS, PAGE 407, RECORDS OF KOOTENAI COUNTY, IDAHO.
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- (R-7) RECORD OF SURVEY PREPARED BY WHIPPLE CONSULTING ENGINEERS, AND RECORDED IN BOOK 32 OF SURVEYS, PAGE 242, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF SUNSWEPT PREPARED BY K.A. DURTSCHI & ASSOC., INC., AND RECORD IN BOOK G OF PLATS, PAGE 380 RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- SET 5/8" x 24" REBAR WITH ORANGE PLASTIC CAP MARKED "PLS 20549"
- FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED "PLS 20549"
- △ CALCULATED POINT, NOTHING FOUND OR SET
- BOUNDARY LINE
- - - CENTERLINE
- · - · - ADJACENT LOT LINE
- - - SECTION LINE

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, COMPLETED IN SEPTEMBER 2022, AT THE REQUEST OF JACKLIN LAND COMPANY, LLLP.

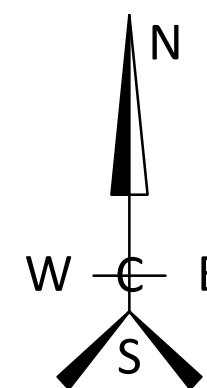
PRELIMINARY

WAYNE A. LOCKMAN, P.L.S. 20549

DATE _____

SURVEYORS NARRATIVE

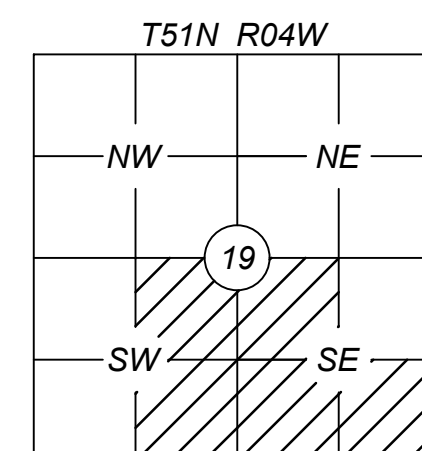
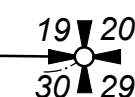
THE PURPOSE OF THIS RECORD OF SURVEY IS TO MEMORIALIZE EASEMENTS AND RIGHT OF WAY DEDICATED TO THE CITY OF POST FALLS. THIS SURVEY WAS PERFORMED USING A COMBINATION TOPCON "HIPER" RTK GNSS SYSTEM AND A 3-SECOND TOPCON GT-1003 ROBOTIC TOTAL STATION USING FIELD TRAVERSE PROCEDURES ACHIEVING MINIMUM CLOSURE STANDARDS.



GRAPHIC SCALE



SOUTHEAST SECTION CORNER
FOUND 3-1/2 INCH BRASS CAP MARKED
"PLS 12110" PER CP&F INSTRUMENT
NUMBER 2481172000



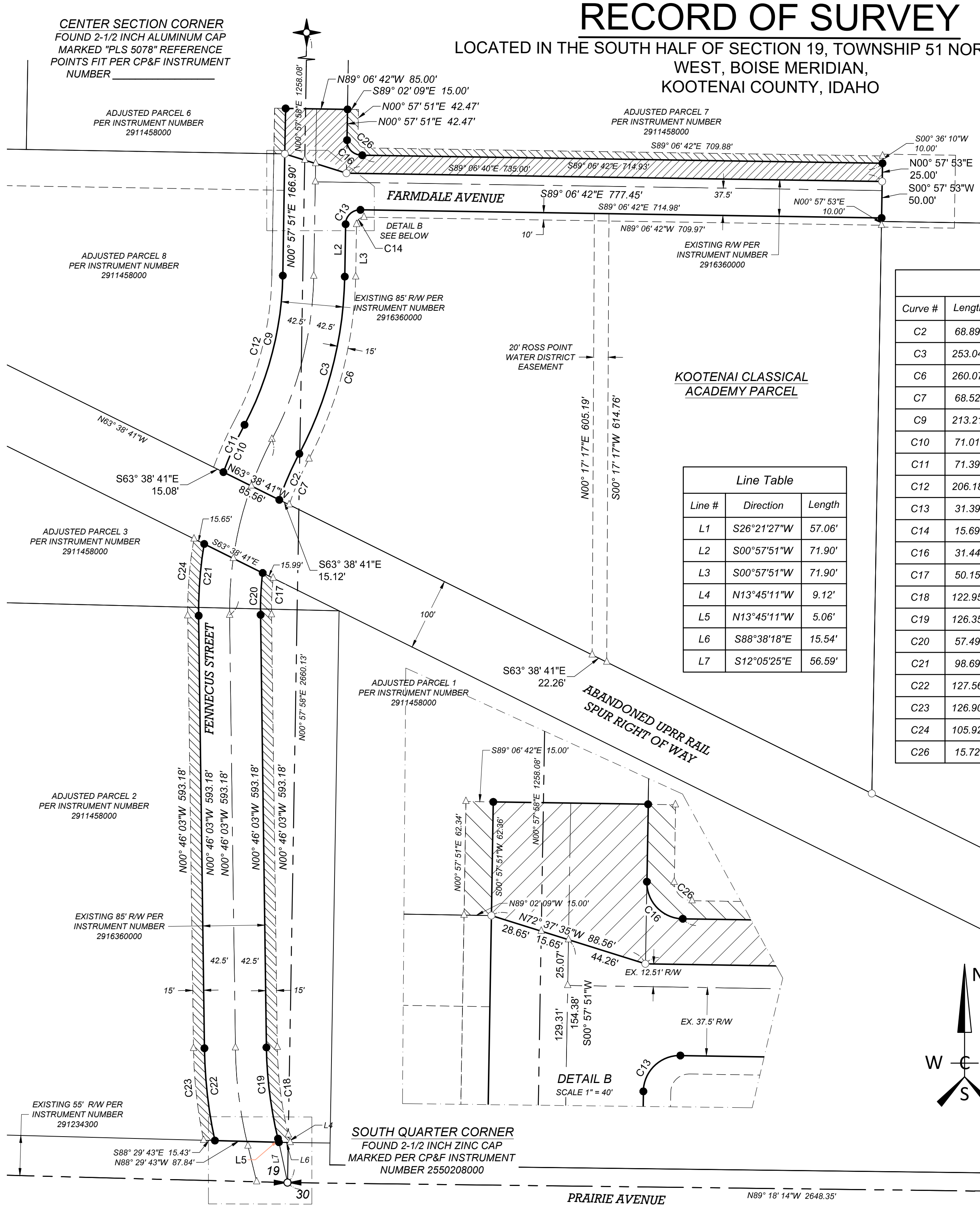
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STRUCTURAL	
<input checked="" type="checkbox"/> SURVEYING	
TRAFFIC	
PLANNING	
LANDSCAPE	
OTHER	



PRELIMINARY

PROJ #: 22-3222
DATE: 08/09/2022
PREPARED BY: MAS
REVIEWED BY: WAL

SHEET
1 OF 1
JOB NUMBER
22-3222



Line Table

Line #	Direction	Length
L1	S26°21'27"W	57.06'
L2	S00°57'51"W	71.90'
L3	S00°57'51"W	71.90'
L4	N13°45'11"W	9.12'
L5	N13°45'11"W	5.06'
L6	S88°38'18"E	15.54'
L7	S12°05'25"E	56.59'

Curve Table

Curve #	Length	Radius	Delta	Bearing	Chord
C2	68.89'	460.00'	8°34'52"	S23°31'21"W	68.83'
C3	253.04'	540.00'	26°50'55"	N14°23'19"E	250.73'
C6	260.07'	555.00'	26°50'55"	N14°23'19"E	257.70'
C7	68.52'	445.00'	8°49'21"	S23°24'06"W	68.45'
C9	213.21'	455.00'	26°50'55"	N14°23'19"E	211.27'
C10	71.01'	545.00'	7°27'56"	S24°04'49"W	70.96'
C11	71.39'	560.00'	7°18'15"	S24°09'39"W	71.34'
C12	206.18'	440.00'	26°50'55"	N14°23'19"E	204.30'
C13	31.39'	20.00'	89°55'27"	S45°55'35"W	28.27'
C14	15.69'	10.00'	89°55'27"	S45°55'35"W	14.13'
C16	31.44'	20.00'	90°04'33"	S44°04'25"E	28.30'
C17	50.15'	445.00'	6°27'27"	S02°27'41"W	50.13'
C18	122.95'	542.50'	12°59'09"	S07°15'37"E	122.69'
C19	126.35'	557.50'	12°59'09"	S07°15'37"E	126.08'
C20	57.49'	460.00'	7°09'38"	S02°48'47"W	57.45'
C21	98.69'	545.00'	10°22'31"	S04°25'13"W	98.56'
C22	127.56'	642.50'	11°22'32"	S06°27'19"E	127.35'
C23	126.90'	657.50'	11°03'30"	S06°17'48"E	126.70'
C24	105.92'	560.00'	10°50'12"	S04°39'03"W	105.76'
C26	15.72'	10.00'	90°04'33"	S44°04'25"E	14.15'

SOUTH QUARTER CORNER
FOUND 2-1/2 INCH ZINC CAP
MARKED PER CP&F INSTRUMENT
NUMBER 2550208000

DETAIL B
SCALE 1" = 40'

PRAIRIE AVENUE

N89° 18' 14"W 2648.35'

GRANT OF RIGHT-OF-WAY FARMDALE AVENUE AND FENNECUS STREET

KNOWN ALL MEN BY THESE PRESENTS, that Thomas Stoesser, Manager of Jacklin Land Company LLLP, an Idaho Limited Liability Limited Partnership, 4752 W. Riverbend Ave, Post Falls, ID 83854, 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, do hereby grant, quitclaim and convey unto the said City of Post Falls, 408 Spokane Street, Post Falls, Idaho 83854 a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of a 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, to wit:

A parcel of land being a portion of the South Half of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at the Center Section corner of said Section 19 being a 2.5 inch aluminum cap marked per CP&F Instrument Number 2653611000, Records of Kootenai County, from which the South Quarter corner of said Section 19 bears South 00°57'58" West 2660.13 feet; thence along the west line of the Southeast Quarter of said Section 19, South 00°57'58" West 1258.08 feet; to the **True Point of Beginning**;

thence South 72°37'35" East 59.91 feet;

thence South 89°06'40" East 735.00 feet;

thence North 00°57'53" East 25.00 feet;

thence North 89°06'42" West 714.93 feet;

thence along a tangent curve to the right with a radius of 20.00 feet, an arc length of 31.44 feet, a central angle of 90°04'33" and a long chord that bears North 44°04'25" West 28.30 feet;

thence North 00°57'51" East 42.47 feet;

thence North 89°06'42" West 85.00 feet;

thence South 00°57'51" West 62.36 feet;

thence South 72°37'35" East 28.65 feet to the **True Point of Beginning**;

said parcel containing 0.570 acres of land, more or less.

TO HAVE AND TO HOLD such right-of-way for public purposes, the Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this _____ day of _____, 2022.

Thomas P. Stoeser - Manager
Jacklin Land Company LLLP

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

On this _____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared Thomas P. Stoeser known or identified to me to be the Manager of Jacklin Land Company Limited Liability Limited Partnership, the partnership that executed this instrument, or the person who executed the instrument on behalf of said partnership and acknowledged to me that such partnership executed the same.

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

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

CITY OF POST FALLS

This Right-Of-Way has been approved and accepted by the Post Falls City Council this _____ day of _____ 20____.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

State Of Idaho)
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, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the 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:_____

RECORD OF SURVEY

LOCATED IN THE SOUTH HALF OF SECTION 19, TOWNSHIP 51 NORTH, RANGE 4
WEST, BOISE MERIDIAN,
KOOTENAI COUNTY, IDAHO

COUNTY RECORDER

FILED FOR RECORDED AT THE REQUEST OF: JACKLIN LAND COMPANY, LLLP
DATE: _____
TIME: _____ O'CLOCK _____ M.
BOOK: _____ AT PAGE _____
INSTRUMENT NO. _____

KOOTENAI COUNTY RECORDER: _____

DEPUTY _____

FEE: _____

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103)-US SURVEY FEET. BEARINGS SHOWN ARE GRID BEARINGS AND DISTANCES SHOWN ARE GROUND DISTANCES. A CONVERGENCE ANGLE OF -00°50'19" AND A COMBINED AVERAGE FACTOR OF 0.99991771 WAS CALCULATED AT THE CENTER QUARTER CORNER OF SECTION 19. USING REFERENCE FRAME: ITRF2014 (EPOCH:2022.3444) USING THE FOLLOWING BASE STATIONS: DL6886 LWST LEWISTON CORS ARP, DG7408 P020 DRYLNRSH_WA2004 CORS ARP, AND DL7722 P025 BNDRY_AIR_ID2007 CORS ARP.

REFERENCES

- (R-1) RECORD OF SURVEY PREPARED BY LePARD & FRAME, AND RECORDED IN BOOK 10 OF SURVEYS, PAGE 127, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-2) RECORD OF SURVEY PREPARED BY K.A. DURTSCHI & ASSOC., INC., AND RECORDED IN BOOK 18 OF SURVEYS, PAGE 255, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-3) RECORD OF SURVEY PREPARED BY INC, AND RECORDED IN BOOK 25 OF SURVEYS, PAGE 210, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-4) RECORD OF SURVEY PREPARED BY STRATTON LAND SERVICES, AND RECORDED IN BOOK 27 OF SURVEYS, PAGE 407, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-5) RECORD OF SURVEY PREPARED BY WELCH-COMER, AND RECORDED IN BOOK 28 OF SURVEYS, PAGE 130, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-6) RECORD OF SURVEY PREPARED BY DAVID EVANS AND ASSOCIATES, AND RECORDED IN BOOK 30 OF SURVEYS, PAGE 397, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (R-7) RECORD OF SURVEY PREPARED BY WHIPPLE CONSULTING ENGINEERS, AND RECORDED IN BOOK 32 OF SURVEYS, PAGE 242, RECORDS OF KOOTENAI COUNTY, IDAHO.
- (P-1) PLAT OF SUNSWEPT PREPARED BY K.A. DURTSCHI & ASSOC., INC., AND RECORD IN BOOK G OF PLATS, PAGE 380 RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

- SET 5/8" x 24" REBAR WITH ORANGE PLASTIC CAP MARKED "PLS 20549"
- FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED "PLS 20549"
- △ CALCULATED POINT, NOTHING FOUND OR SET
- BOUNDARY LINE
- - - CENTERLINE
- · - · - ADJACENT LOT LINE
- · - - SECTION LINE

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY PERFORMED BY ME IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO, COMPLETED IN SEPTEMBER 2022, AT THE REQUEST OF JACKLIN LAND COMPANY, LLLP.

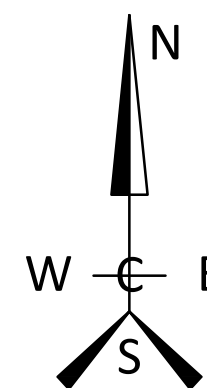
PRELIMINARY

WAYNE A. LOCKMAN, P.L.S. 20549

DATE _____

SURVEYORS NARRATIVE

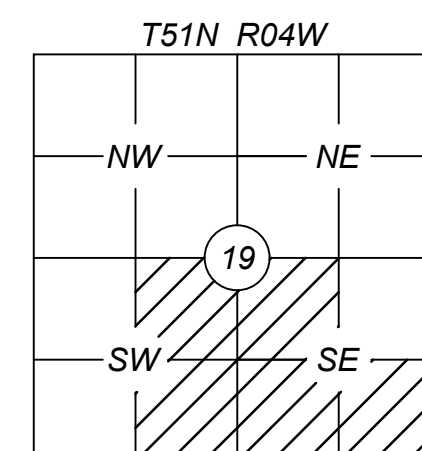
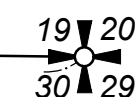
THE PURPOSE OF THIS RECORD OF SURVEY IS TO MEMORIALIZE EASEMENTS AND RIGHT OF WAY DEDICATED TO THE CITY OF POST FALLS. THIS SURVEY WAS PERFORMED USING A COMBINATION TOPCON "HIPER" RTK GNSS SYSTEM AND A 3-SECOND TOPCON GT-1003 ROBOTIC TOTAL STATION USING FIELD TRAVERSE PROCEDURES ACHIEVING MINIMUM CLOSURE STANDARDS.



GRAPHIC SCALE



SOUTHEAST SECTION CORNER
FOUND 3-1/2 INCH BRASS CAP MARKED
"PLS 12110" PER CP&F INSTRUMENT
NUMBER 2481172000



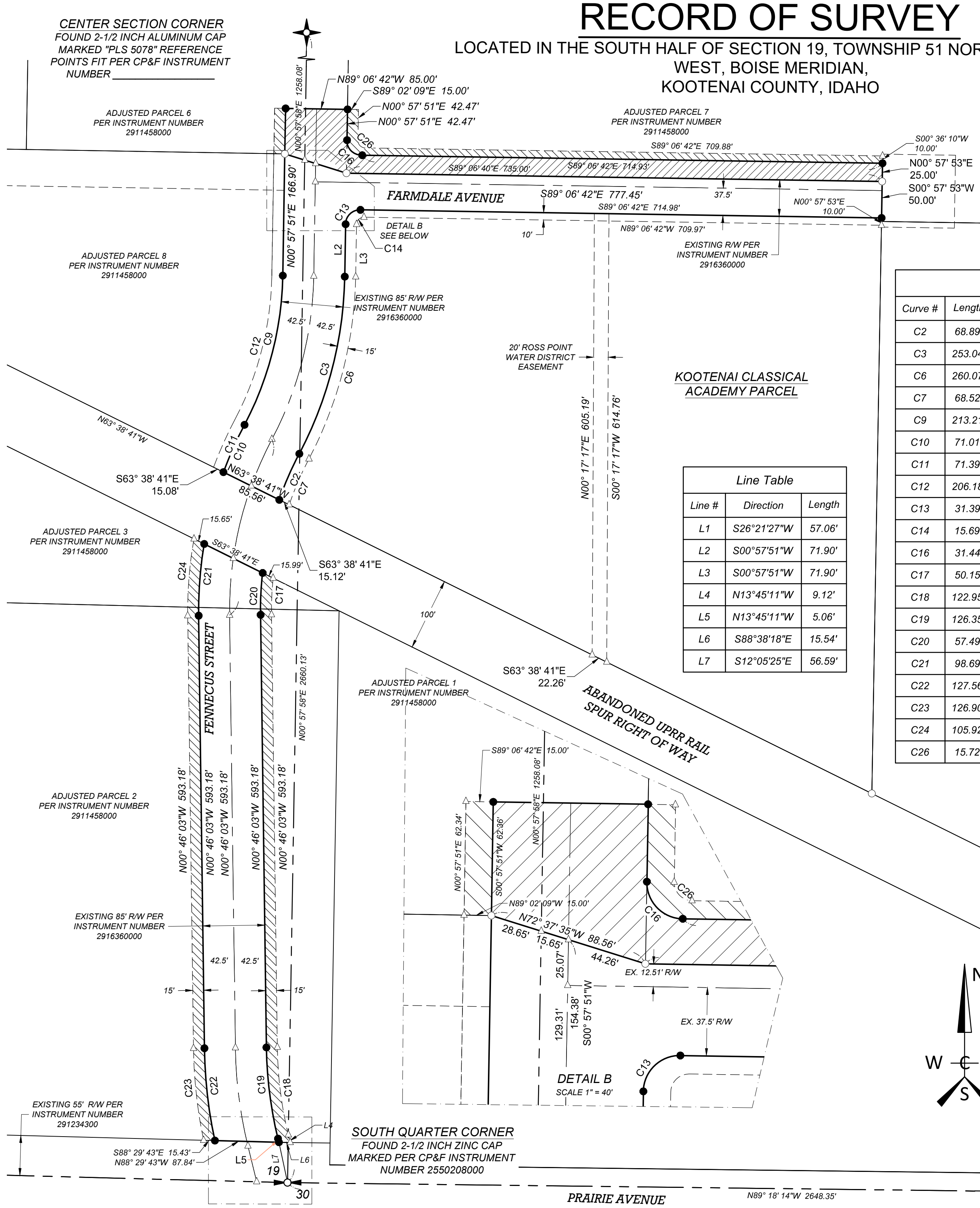
CIVIL	
STRUCTURAL	
<input checked="" type="checkbox"/> SURVEYING	
TRAFFIC	
PLANNING	
LANDSCAPE	
OTHER	



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

PROJ #: 22-3222
DATE: 08/09/2022
PREPARED BY: MAS
REVIEWED BY: WAL

SHEET
1 OF 1
JOB NUMBER
22-3222



Line Table

Line #	Direction	Length
L1	S26°21'27"W	57.06'
L2	S00°57'51"W	71.90'
L3	S00°57'51"W	71.90'
L4	N13°45'11"W	9.12'
L5	N13°45'11"W	5.06'
L6	S88°38'18"E	15.54'
L7	S12°05'25"E	56.59'

Curve Table

Curve #	Length	Radius	Delta	Bearing	Chord
C2	68.89'	460.00'	8°34'52"	S23°31'21"W	68.83'
C3	253.04'	540.00'	26°50'55"	N14°23'19"E	250.73'
C6	260.07'	555.00'	26°50'55"	N14°23'19"E	257.70'
C7	68.52'	445.00'	8°49'21"	S23°24'06"W	68.45'
C9	213.21'	455.00'	26°50'55"	N14°23'19"E	211.27'
C10	71.01'	545.00'	7°27'56"	S24°04'49"W	70.96'
C11	71.39'	560.00'	7°18'15"	S24°09'39"W	71.34'
C12	206.18'	440.00'	26°50'55"	N14°23'19"E	204.30'
C13	31.39'	20.00'	89°55'27"	S45°55'35"W	28.27'
C14	15.69'	10.00'	89°55'27"	S45°55'35"W	14.13'
C16	31.44'	20.00'	90°04'33"	S44°04'25"E	28.30'
C17	50.15'	445.00'	6°27'27"	S02°27'41"W	50.13'
C18	122.95'	542.50'	12°59'09"	S07°15'37"E	122.69'
C19	126.35'	557.50'	12°59'09"	S07°15'37"E	126.08'
C20	57.49'	460.00'	7°09'38"	S02°48'47"W	57.45'
C21	98.69'	545.00'	10°22'31"	S04°25'13"W	98.56'
C22	127.56'	642.50'	11°22'32"	S06°27'19"E	127.35'
C23	126.90'	657.50'	11°03'30"	S06°17'48"E	126.70'
C24	105.92'	560.00'	10°50'12"	S04°39'03"W	105.76'
C26	15.72'	10.00'	90°04'33"	S44°04'25"E	14.15'

SOUTH QUARTER CORNER
FOUND 2-1/2 INCH ZINC CAP
MARKED PER CP&F INSTRUMENT
NUMBER 2550208000

DETAIL B
SCALE 1" = 40'

PRAIRIE AVENUE

N89° 18' 14"W 2648.35'

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: November 15, 2022**

DATE: November 15, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN, CITY ENGINEER
SUBJECT: Millworx Phase 1 CIA Addendum

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council approves the Addendum to Millworx Phase 1 Construction Improvement Agreement, authorizing the Mayor's signature.

DISCUSSION: Following site plan approval and execution of the Millworx Phase 1 Construction Improvement Agreement, the Developer has chosen to process three condominium plats on structures within the original site plan. The CIA Addendum addresses the public and site plan infrastructure associated with the proposed three plats. The condominium plats will move forward as separate agenda items at a future Council Meeting, following execution of this Addendum

Staff and Legal Counsel have reviewed and are recommending approval of the Addendum.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON: The original Millworx Phase 1 CIA was executed on February 1st, 2022, following City Councils approval

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 Millworx CIA Addendum is attached

**ADDENDUM 1
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND**

PF 70, LLC, TH 61, LLC, and AWL, LLC

FOR

MILLWORX PHASE 1 (A and B)

Following the execution of the Construction Improvement Agreement between the **City of Post Falls** and **PF 70, LLC, TH61, LLC, and AWL, LLC**, (hereinafter collectively referred to as the “Developer”) dated February 1st, 2022 (the “Construction Improvement Agreement”), the Developer is seeking City approval to record three (3) condominium plats (Timberworx Ridge, Timberworx Garden, and Timberworx Vista) on Phase 1-A, which is subject to the Construction Improvement Agreement. The three condominium plats are conceptually depicted on the attached Exhibits 1 (“Ridge”), 2 (“Garden”), and 3 (“Vista”), which by this reference are incorporated herein. Each condominium plat contemplates public utilities and services necessary to service the unit(s) contained within each plat. The parties agree that prior to platting any one of the above referenced condominium plat(s), all public utilities and services required by City code or by the Construction Improvement Agreement between the parties must either be: 1) constructed and accepted by the City, or 2) the Developer provides a performance guarantee in accord with Paragraph 2.02 of the Construction Improvement Agreement, ensuring the completion of all required public utilities and services attributable to said condominium plat. The parties agree that the cost estimates attached hereto as Exhibits 4 (for the Ridge plat), 5 (for the Garden plat) and 6 (for the Vista plat) outline the work attributable to each plat and will be used to determine the amount of the required performance guarantee for each plat.

Developer agrees that no Certificates of Occupancy will be issued for any structure within any of the above referenced condominium plat(s) until all attributable site improvements necessary to serve that condominium plat(s) as outlined in Exhibits 4 – 6, and required by City code, the Construction Improvement Agreement between the parties, and this Addendum 1 have been completed and accepted by the City. Developer agrees that it will not allow any occupancy of any structure subject to this Addendum 1 until such improvements attributable to said plat are accepted and Developer waives any and all claims it may have against the City for withholding Certificates of Occupancy as authorized by this Addendum 1.

William J. Lawson – Owner
PF 70, LLC

ACKNOWLEDGMENT

STATE OF _____)
) ss
County of _____)

On this ____ day of _____ 20____, before me, a Notary Public for the State of _____, personally appeared **William J. Lawson**, owner of **PF 70, LLC**, the Developer of **Millworx Phase 1 (A and B)**, known or identified to me to be the person(s), who executed the foregoing Amendment I to the Commercial Construction Improvement Agreement and acknowledged to that they executed such amendment.

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

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

William J. Lawson – Owner
TH 61, LLC

ACKNOWLEDGMENT

STATE OF _____)
) ss
County of _____)

On this ____ day of _____ 20____, before me, a Notary Public for the State of _____, personally appeared **William J. Lawson**, owner of **TH 61, LLC**, the Developer of **Millworx Phase 1 (A and B)**, known or identified to me to be the person(s), who executed the foregoing Amendment I to the Commercial Construction Improvement Agreement and acknowledged to that they executed such amendment.

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

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

_____)
William J. Lawson – Owner
AWL, LLC

ACKNOWLEDGMENT

STATE OF _____)
) ss
County of _____)

On this ____ day of _____, 20____, before me, a Notary Public for the State of _____, personally appeared **William J. Lawson**, owner of **AWL, LLC**, the Developer of **Millworx Phase 1 (A and B)**, known or identified to me to be the person(s), who executed the foregoing Amendment I to the Commercial Construction Improvement Agreement and acknowledged to that they executed such amendment.

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

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

CITY OF POST FALLS

BY: _____

ATTEST:

City Clerk

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: _____

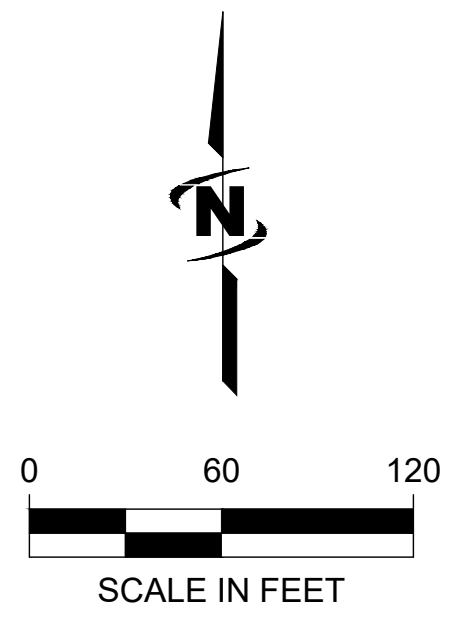
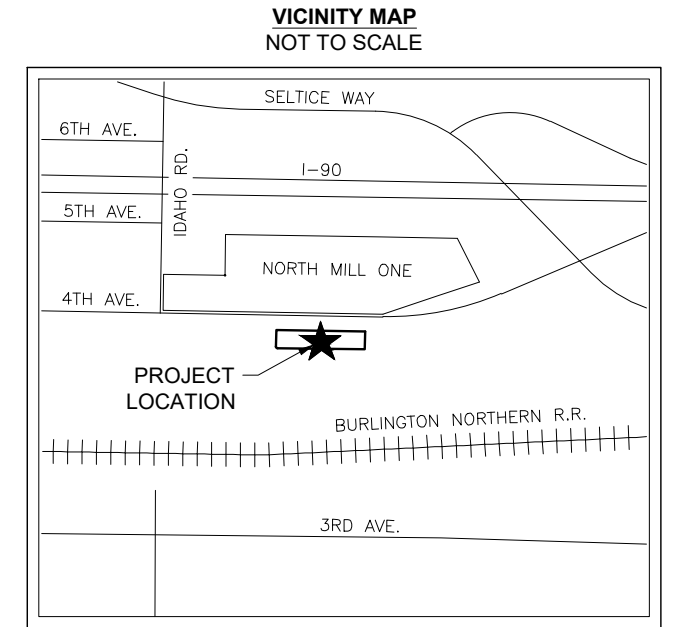
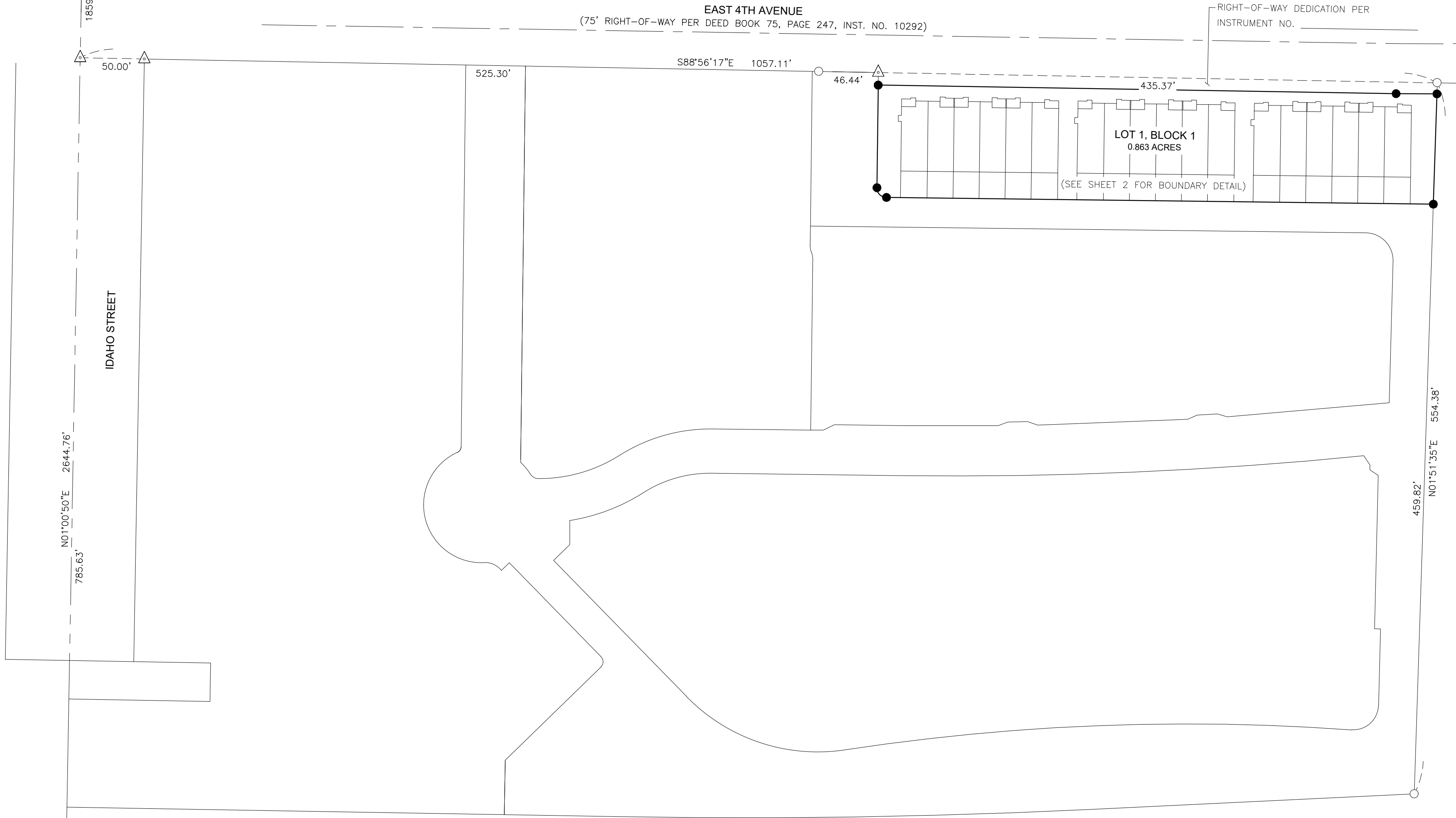
**TIMBERWORX RIDGE TOWNHOMES
A CONDOMINIUM**

EXHIBIT 1

A PORTION OF THE SW1/4 OF THE NW 1/4 OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 5 WEST, B.M.
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

PLAT BOOK _____ PAGE _____
INSTRUMENT NO. _____

34 35
3 2
NORTHWEST CORNER SEC. 2
FOUND 3" BRASS CAP
PER CP&F NO. 2466043000



- LEGEND**
- SECTION CORNER, AS NOTED
 - QUARTER SECTION CORNER, AS NOTED
 - FOUND BRASS CAP, AS NOTED
 - FOUND ALUMINUM CAP, AS NOTED
 - FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, STAMPED "PLS 6374"
 - SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, STAMPED "JUB ENGINEERS PLS 13419"
 - CALCULATED POINT

BENCHMARK / DATUM
5/8" REBAR WITH CAP, STAMPED "JUB CONTROL" AT THE NORTHEAST CORNER INTERSECTION OF IDAHO AND 4TH STREET, 10' NORTH OF A CATCH BASIN.

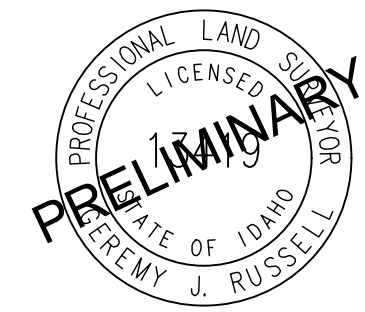
ELEVATION: 2178.86'
VERTICAL DATUM: NAVD 88

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 01°00'50" EAST AS MEASURED BETWEEN THE MONUMENTED WEST 1/4 CORNER OF SECTION 2 AND THE MONUMENTED NORTHWEST CORNER OF SAID SECTION 2, TOWNSHIP 50 NORTH, RANGE 5 WEST, B.M., KOOTENAI COUNTY, IDAHO AS ESTABLISHED BY GPS OBSERVATIONS. IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, ALL BEARINGS ARE SHOWN AT GRID AZIMUTH, ALL DISTANCES ARE PROJECTED TO GROUND VALUES.

SURVEYOR'S CERTIFICATE
I, GEREMY J. RUSSELL, PROFESSIONAL LAND SURVEYOR NO. 13419 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION AND ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

1 2
WEST 1/4 SEC. 2
FOUND 2" ALUMINUM CAP
PER CP&F NO. 1435496

CW1/16 SEC. 2
FOUND 2" ALUMINUM CAP
PER CP&F NO. 1925015



 J-U-B ENGINEERS, INC.	7825 Meadowlark Way Coeur d'Alene, ID 83815 p 208 762 8787 w www.jub.com	
	Dwg Name: 20-20-066_Condo Plat_Timberworx Ridge	Date: May 27, 2022
Dr: DFG	Ch: GJR	Sheet 1 of 6

TIMBERWORX VISTA TOWNHOMES
A CONDOMINIUM

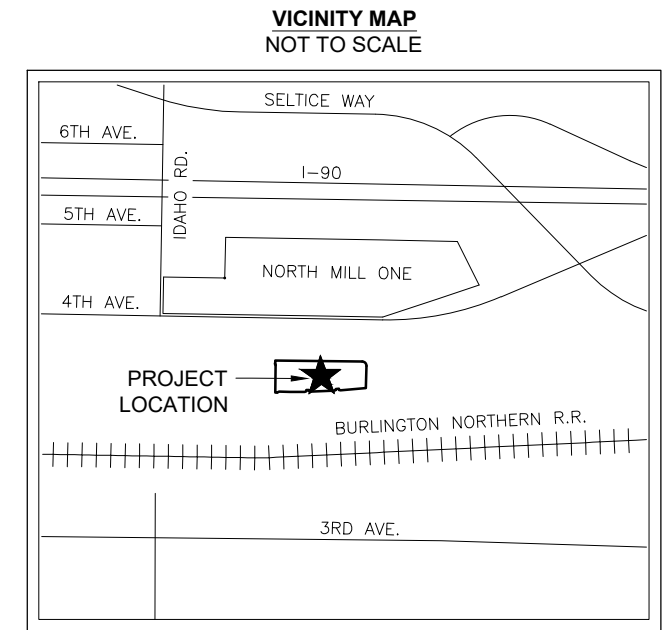
EXHIBIT 2

A PORTION OF THE SW1/4 OF THE NW 1/4 OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 5 WEST, B.M.
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

PLAT BOOK _____ PAGE _____
INSTRUMENT NO. _____

34 35
3 2
NORTHWEST CORNER SEC. 2
FOUND 3" BRASS CAP
PER CP&F NO. 2466043000

EAST 4TH AVENUE
(75' RIGHT-OF-WAY PER DEED BOOK 75, PAGE 247, INST. NO. 10292)



IDAHO STREET

N01°00'50"E 2644.76'

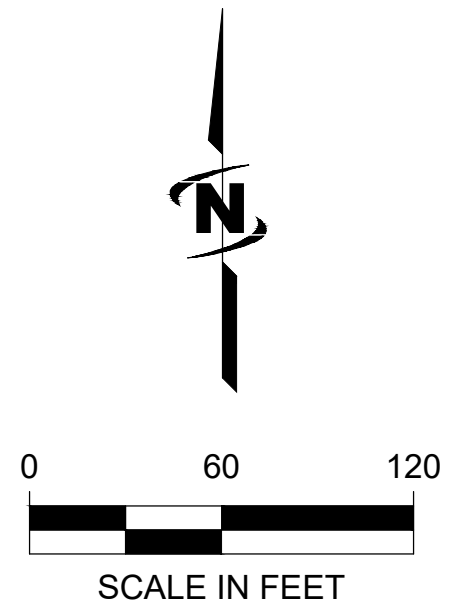
N49°37'54"E 764.90'

BURLINGTON NORTHERN RAILROAD

(SEE SHEET 2 FOR BOUNDARY DETAIL)

LOT 1, BLOCK 1
1.528 ACRES

1124 E 4TH (POST FALLS) LLC



- LEGEND**
- SECTION CORNER, AS NOTED
 - QUARTER SECTION CORNER, AS NOTED
 - FOUND BRASS CAP, AS NOTED
 - FOUND ALUMINUM CAP, AS NOTED
 - SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, STAMPED "JUB ENGINEERS PLS 13419"

BENCHMARK / DATUM
5/8" REBAR WITH CAP, STAMPED "JUB CONTROL" AT THE NORTHEAST CORNER INTERSECTION OF IDAHO AND 4TH STREET, 10' NORTH OF A CATCH BASIN.

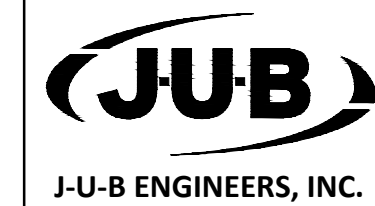
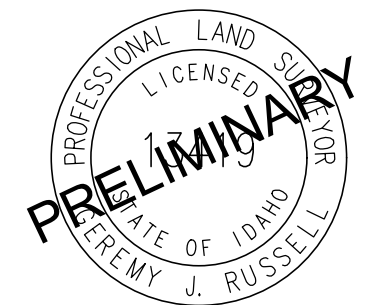
ELEVATION: 2178.86'
VERTICAL DATUM: NAVD 88

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 01°00'50" EAST AS MEASURED BETWEEN THE MONUMENTED WEST 1/4 CORNER OF SECTION 2 AND THE MONUMENTED NORTHWEST CORNER OF SAID SECTION 2, TOWNSHIP 50 NORTH, RANGE 5 WEST, B.M., KOOTENAI COUNTY, IDAHO AS ESTABLISHED BY GPS OBSERVATIONS. IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, ALL BEARINGS ARE SHOWN AT GRID AZIMUTH, ALL DISTANCES ARE PROJECTED TO GROUND VALUES.

CW1/16 SEC. 2
FOUND 2" ALUMINUM CAP
PER CP&F NO. 1925015

3 1
2
WEST 1/4 SEC. 2
FOUND 2" ALUMINUM CAP
PER CP&F NO. 1435496

SURVEYOR'S CERTIFICATE
I, GEREMY J. RUSSELL, PROFESSIONAL LAND SURVEYOR NO. 13419 IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION AND ALL CORNERS AND DIMENSIONS ARE CORRECTLY SHOWN AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.



7825 Meadowlark Way Coeur d'Alene, ID 83815 p 208 762 8787 w www.jub.com		
Dwg Name: 20-20-066_Condo Plat_Timberworx Vista		
Date: May 27, 2022		
Dr: DFG	Ch: GJR	Sheet 1 of 6

TIMBERWORX GARDEN TOWNHOMES
A CONDOMINIUM

EXHIBIT 3

A PORTION OF THE SW1/4 OF THE NW 1/4 OF SECTION 2, TOWNSHIP 50 NORTH, RANGE 5 WEST, B.M.
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

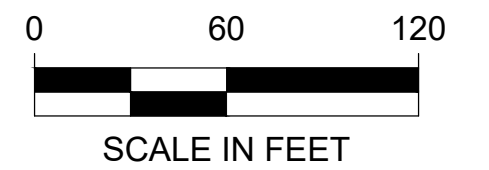
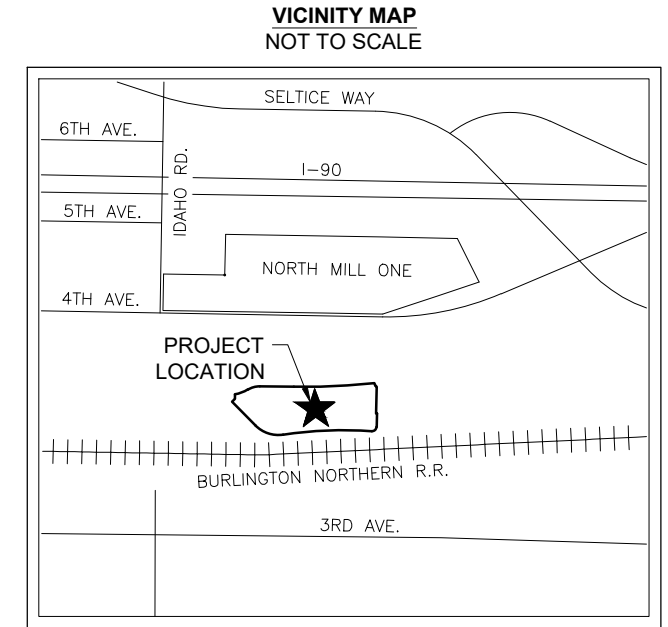
PLAT BOOK _____ PAGE _____

INSTRUMENT NO. _____

34 35
3 2
NORTHWEST CORNER SEC. 2
FOUND 3" BRASS CAP
PER CP&F NO. 2466043000

EAST 4TH AVENUE
(75' RIGHT-OF-WAY PER DEED BOOK 75, PAGE 247, INST. NO. 10292)

IDAHO STREET



1124 E. 4TH (POST FALLS) LLC

- LEGEND**
- SECTION CORNER, AS NOTED
 - QUARTER SECTION CORNER, AS NOTED
 - FOUND BRASS CAP, AS NOTED
 - FOUND ALUMINUM CAP, AS NOTED
 - SET 5/8" X 30" REBAR WITH YELLOW PLASTIC CAP, STAMPED "JUB ENGINEERS PLS 13419"

LOT 1, BLOCK 1
2.735 ACRES

(SEE SHEET 2 FOR BOUNDARY DETAIL)

BURLINGTON NORTHERN RAILROAD

BENCHMARK / DATUM
5/8" REBAR WITH CAP, STAMPED "JUB CONTROL" AT
THE NORTHEAST CORNER INTERSECTION OF IDAHO
AND 4TH STREET, 10' NORTH OF A CATCH BASIN.

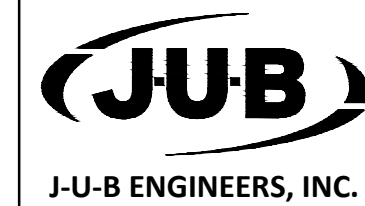
ELEVATION: 2178.86'
VERTICAL DATUM: NAVD 88

BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 01°00'50" EAST AS MEASURED BETWEEN THE
MONUMENTED WEST 1/4 CORNER OF SECTION 2 AND THE MONUMENTED NORTHWEST CORNER OF
SAID SECTION 2, TOWNSHIP 50 NORTH, RANGE 5 WEST, B.M., KOOTENAI COUNTY, IDAHO AS
ESTABLISHED BY GPS OBSERVATIONS. IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, ALL
BEARINGS ARE SHOWN AT GRID AZIMUTH, ALL DISTANCES ARE PROJECTED TO GROUND VALUES.

CW1/16 SEC. 2
FOUND 2" ALUMINUM CAP
PER CP&F NO. 1925015

31 2
WEST 1/4 SEC. 2
FOUND 2" ALUMINUM CAP
PER CP&F NO. 1435496

SURVEYOR'S CERTIFICATE
I, GEREMY J. RUSSELL, PROFESSIONAL LAND SURVEYOR NO. 13419 IN THE STATE OF
IDAHO, DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY MADE BY
ME OR UNDER MY SUPERVISION AND ALL CORNERS AND DIMENSIONS ARE CORRECTLY
SHOWN AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.



7825 Meadowlark Way Coeur d'Alene, ID 83815 p 208 762 8787 w www.jub.com		
Dwg Name: 20-20-066_Condo Plat_Timberworx Garden		
Date: May 26, 2022		
Dr: DFG	Ch: GJR	Sheet 1 of 12

Exhibit 4


		ENGINEER'S OPINION OF PROBABLE COST			
PROJECT:		Condo Plat - Timberworx Ridge			
PROJECT DESCRIPTION:		Remaining Public Infrastructure			
CLIENT:		A&A Construction			
CLIENT PROJ. NO.		J-U-B PROJ. NO.: 20-20-066			
ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Domestic Water					\$146,000
1	Mobilization	1	LS	\$6,900	\$6,900
2	10" PVC Water Main	270	LF	\$100	\$27,000
3	8" PVC Water Main	0	LF	\$95	\$0
4	6" Water Pipe	0	LF	\$90	\$0
5	3" Water Pipe	0	LF	\$65	\$0
6	2" Water Pipe	255	LF	\$50	\$12,735
7	1.5" Water Pipe	10	LF	\$45	\$455
8	1" Water Pipe	0	LF	\$45	\$0
9	1" water meter	18	EA	\$4,500	\$81,000
10	1.5" water meter	1	EA	\$8,000	\$8,000
11	3" water meter	0	EA	\$28,000	\$0
12	Fire Hydrant	0	EA	\$6,000	\$0
13	6" Gate Valve	0	EA	\$3,800	\$0
14	8" Gate Valve	0	EA	\$4,400	\$0
15	10" Gate Valve	0	EA	\$5,000	\$0
16	8"x8" Cross	0	EA	\$950	\$0
17	8"x6" or 8"x8" TEE	1	EA	\$850	\$850
18	10"x10" TEE	0	EA	\$1,200	\$0
19	10"x8" Reducer	1	EA	\$650	\$650
20	8"x3" TEE	0	EA	\$600	\$0
21	8"x2" or 8"x1.5" or 8"x1" Tapping Saddle	12	EA	\$400	\$4,800
22	8" PVC Elbow (all angles)	0	EA	\$750	\$0
23	10" PVC Elbow (all angles)	4	EA	\$850	\$3,400
24	8" Cap and Mark	0	EA	\$350	\$0
Roadway					\$72,000
1	Concrete Sidewalk with 4" thickness and 2" CSTC	454	SY	\$125	\$56,750
2	Concrete ADA Ramps with Truncated Domes	0	EA	\$4,200	\$0
3	Concrete Driveways	1	EA	\$9,500	\$9,500
4	Roadway Signage	0	EA	\$1,000	\$0
5	Trees in Public ROW	12	EA	\$450	\$5,400
Electrical					\$44,000
1	LED Street Light in ROW	3	EA	\$7,000	\$21,000
2	Antique Decorative Pedestrian Light in ROW	5	EA	\$4,500	\$22,500
3	Dry Utility Trenching	0	LF	\$5	\$0
4	Power Service	0	LS	\$10,000	\$0
TOTAL ESTIMATED COSTS					\$262,000
CCH J-U-B ENGINEERS, INC.					
7825 MEADOWLARK WAY, COEUR D'ALENE, ID 83815 (208) 762-8787					

Exhibit 5



 ENGINEER'S OPINION OF PROBABLE COST					
PROJECT:		Condo Plat - Timberworx Vista			
PROJECT DESCRIPTION:		Remaining Public Infrastructure			
CLIENT:		A&A Construction			
ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Domestic Water					
1	Mobilization	1	LS	\$6,800	\$6,800
2	10" PVC Water Main	270	LF	\$100	\$27,000
3	8" PVC Water Main	0	LF	\$95	\$0
4	6" Water Pipe	0	LF	\$90	\$0
5	3" Water Pipe	0	LF	\$65	\$0
6	2" Water Pipe	400	LF	\$50	\$19,995
7	1.5" Water Pipe	14	LF	\$45	\$644
8	1" Water Pipe	0	LF	\$45	\$0
9	1" water meter	12	EA	\$4,500	\$54,000
10	1.5" water meter	1	EA	\$8,000	\$8,000
11	3" water meter	0	EA	\$28,000	\$0
12	Fire Hydrant	0	EA	\$6,000	\$0
13	6" Gate Valve	0	EA	\$3,800	\$0
14	8" Gate Valve	1	EA	\$4,400	\$4,400
15	10" Gate Valve	0	EA	\$5,000	\$0
16	8"x8" Cross	0	EA	\$950	\$0
17	8"x6" or 8"x8" TEE	1	EA	\$850	\$850
18	10"x10" TEE	0	EA	\$1,200	\$0
19	10"x8" Reducer	1	EA	\$650	\$650
20	8"x3" TEE	0	EA	\$600	\$0
21	8"x2" or 8"x1.5" or 8"x1" Tapping Saddle	10	EA	\$400	\$4,000
22	8" PVC Elbow (all angles)	0	EA	\$750	\$0
23	10" PVC Elbow (all angles)	4	EA	\$850	\$3,400
24	8" Cap and Mark	0	EA	\$350	\$0
TOTAL ESTIMATED COSTS					\$130,000
CCH		J-U-B ENGINEERS, INC.			
7825 MEADOWLARK WAY, COEUR D'ALENE, ID 83815 (208) 762-8787					

Exhibit 6

 ENGINEER'S OPINION OF PROBABLE COST					
PROJECT:		Condo Plat - Timberworx Garden			
PROJECT DESCRIPTION:		Remaining Public Infrastructure			
CLIENT:		A&A Construction			
ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES			
		QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Domestic Water					
1	Mobilization	1	LS	\$18,200	\$18,200
2	10" PVC Water Main	270	LF	\$100	\$27,000
3	8" PVC Water Main	998	LF	\$95	\$94,810
4	6" Water Pipe	20	LF	\$90	\$1,814
5	3" Water Pipe	0	LF	\$65	\$0
6	2" Water Pipe	580	LF	\$50	\$29,004
7	1.5" Water Pipe	82	LF	\$45	\$3,686
8	1" Water Pipe	0	LF	\$45	\$0
9	1" water meter	31	EA	\$4,500	\$139,500
10	1.5" water meter	3	EA	\$8,000	\$24,000
11	3" water meter	0	EA	\$28,000	\$0
12	Fire Hydrant	2	EA	\$6,000	\$12,000
13	6" Gate Valve	2	EA	\$3,800	\$7,600
14	8" Gate Valve	2	EA	\$4,400	\$8,800
15	10" Gate Valve	0	EA	\$5,000	\$0
16	8"x8" Cross	0	EA	\$950	\$0
17	8"x6" or 8"x8" TEE	1	EA	\$850	\$850
18	10"x10" TEE	0	EA	\$1,200	\$0
19	10"x8" Reducer	1	EA	\$650	\$650
20	8"x3" TEE	0	EA	\$600	\$0
21	8"x2" or 8"x1.5" or 8"x1" Tapping Saddle	22	EA	\$400	\$8,800
22	8" PVC Elbow (all angles)	4	EA	\$750	\$3,000
23	10" PVC Elbow (all angles)	4	EA	\$850	\$3,400
24	8" Cap and Mark	0	EA	\$350	\$0
TOTAL ESTIMATED COSTS					\$383,000
J-U-B ENGINEERS, INC.					
7825 MEADOWLARK WAY, COEUR D'ALENE, ID 83815 (208) 762-8787					

CCH

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR**

MEETING DATE: 11/15/2022 08:00:00

DATE: 11/08/2022 19:12:15
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Farwest Steel Annexation Reasoned Decision File No. ANN-22-10

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

The applicant, Specht Development, Inc., requested to annex approximately 10 acres into the City of Post Falls with an Industrial (I) zone. The property is located west of N. Pleasant View Rd. and north of W. Seltice way.

On August 9, 2022 a public hearing was held before the Planning and Zoning Commission. After hearing the staff report and receiving testimony, the moved to recommend approval of the requested Industrial (I) zone. The City Council approved the requested annexation and zone of Industrial (I) on October 18, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approval

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**Farwest Steel Annexation
File No. ANNX-22-10
City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Specht Development, Inc

LOCATION: Generally located west of N. Pleasant View Rd. and north of W. Seltice Way.

REQUEST: Zoning recommendation of Industrial (I) on approximately 10.1 acres, As depicted in A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-4 Maps
5. A-5 Title Report
6. A-7 Owner Authorization
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. S-4 Draft Annexation Development Agreement
11. PA-1 PFPD Comments
12. PA-2 YPL Comments
13. PA-3 DEQ Comments
14. PA-4 PFHD Comments
15. PA-5 KCFR Comments
16. S-5 PZ Staff Report
17. S-6 Signed Minutes 80902922
18. S-7 Signed Zoning Recommendation
19. PA-6 KCFR Comments
20. PA-7 YPL Comments
21. PA-8 PFHD Comments
22. PA-9 DEQ Comments
23. Testimony at the October 18, 2022, City Council hearing including:

Laura Jones, Associate Planner

Ms. Jones presented the staff report. She testified that the applicant is seeking annexation of approximately 10 acres with an initial zoning designation of Industrial (I). She noted that the property is located west of Pleasant View Rd. along Seltice Way.

Ms. Jones testified that the property had been an industrial use in the county and is surrounded by other industrial and commercial uses and vacant land. She noted that the only natural characteristic of the site is that it is over the Rathdrum Prairie Aquifer. She testified that the water and wastewater will be provided by the city of Post Falls.

Ms. Jones testified that the Future Land Use Map designates the area as Commercial, which allows for a wide variety of general service, retail, professional office, and mixed (commercial and multi-family) uses that serve local and regional residents as well as the traveling public. She noted, however, that the Industrial Zone is not an implementing zoning district for the Commercial designation. However, the property is also located in the West Prairie Focus Area which provides that industrial and commercial uses are envisioned west of Pleasant View Road, which is where this property is located.

Ms. Jones testified that W. Seltice Way and N. Pleasant View Rd. are both designated as Principal Arterial roadways, which are designed to accommodate traffic volumes of 12,000-32,000 trips per day. Seltice Way currently has 14,400 trips/day and Pleasant View Rd has 12,410 trips/day, which is well below the traffic that they can accommodate. Ms. Jones testified that Pleasant View Road provides a direct interchange with I-90. She further noted that the property is not located adjacent/near any residential development.

Tyler Reeves, Applicant's Representative

Mr. Reeves testified that they are working on behalf of Farwest Steel Corp., which is a steel processing and distribution company headquartered in Eugene Oregon. He noted that they identified this site as an opportunity to expand business operations east of Oregon and Washington and to help bolster the Spokane market.

Mr. Reeves testified that this site is well positioned given its proximity to existing zoning in addition to the economic base they think we can help grow for a long time in the future and they look forward to being a part of the community for an exceptionally long time. He also provided a rendering of the structures.

Michael Chen, Applicant's Representative

Mr. Chen testified that the current zoning is in the county and they are asking for the annexation and zoning to industrial because the planned use meets the industrial designation. He noted that all the structures have been demolished and the site has been prepared for development. He noted that they will be making improvements to Seltice Way to meet the principal arterial requirements. He noted that they intend to use the rail access for distribution.

Samantha Stegleider

Ms. Stegleider testified questioned how access to the railroad will impact Pleasant View Road but she noted that she supports the annexation and zoning.

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 Industrial (I) on approximately ten (10) acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as Commercial within the West Prairie focus area.

While the Commercial designation does not list the Industrial zone as an implementing zoning district but the West Prairie Focus Area does note that industrial uses are envisioned west of Pleasant View Road, which is where this property is located. As such, the City Council finds that the requested zoning 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 testimony provided and the staff report, the Council finds the requested zone change being consistent with the following goals and policies contained in the comprehensive plan:

Goals:

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

The Council finds there is a need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base within City limits. This plan supports strategies that build and sustain a diverse, balanced economic base, retain existing quality of life assets, and helps keep Post Falls prosperous.

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.

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 Council finds, based on the staff report, that the property is adjacent to the Principal Arterials of Seltice Way and Pleasant View Rd. which are designed to accommodate traffic volumes of 12,000 - 32,000 vehicles per day. Further, both roadways have current additional capacity to provide service to the property, at the requested zoning, without reducing levels of service below existing standards.

The Council finds that site also has close access to I-90 and can use the railroad for distribution.

As such, the Council finds that the requested zoning is in conformance with the anticipated land uses and trip generations within the City's Transportation Master Plan. The Zoning is not anticipated to have any negative impacts to the City's transportation network.

Compatibility with Existing Development and Future Uses:

The Council finds that the proposed industrial zone would be considered compatible with both the existing industrial uses to the north across the railroad right of way as well as the existing industrial uses to the south across W Seltice Way and is compatible with the future use of the commercial property to the east. Compatibility with future land uses was addressed by analyzing the Future Land Use Map.

Geographic/Natural Features:

The site is located over the Rathdrum Prairie Aquifer and contains no other geographic or other natural features that would adversely affect development of the site. The Council finds that the previous user was an industrial use that was not connected to sanitary sewer. Connecting the new industrial use to the sanitary sewer will help to protect the Aquifer.

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

The Council finds this criterion inapplicable to the request.

- 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 Council finds this criterion inapplicable to the request.

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

The Council finds the subject site is located away from residential areas and is within half a mile of the Pleasant View interchange with Interstate 90 making Industrial zoning the perfect fit. There was not testimony or other evidence to the contrary. As such, the City Council finds that this criterion has been met.

D. CONCLUSIONS AND DECISION OF THE CITY COUNCIL:

ANNX-22-10, INITIAL ZONING: Based on the record developed through the public hearing process, and the recommendation of the Planning and Zoning Commission, the City Council finds that all the relevant approval criteria have been met and hereby approves the requested Industrial (I) zoning for the property 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: 11/15/2022**

DATE: 11/08/2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Field Herrington
SUBJECT: Reallocation of Opioid Settlement Funds

ITEM AND RECOMMENDED ACTION:

Last year the city elected to sign on to the national opioid settlement which allocated a portion of the proceeds to the City of Post Falls to be used for opioid abatement strategies. City staff explored uses for the funds but due to the city not having an established opioid abatement program and the rather small size of the disbursements ultimately determined the funds would be better directed to the local health district. By signing this reallocation, future payments will be directed to the Panhandle Health District.

Staff recommends signing the amended sign-on agreement.

DISCUSSION:

In Idaho the Total Abatement Funds Anticipated is \$127,891,556.00
Total Funds Received to Date: \$26,071,308.39
State Funds Received: \$12,127,346.47
Health District Funds Received: \$5,836,903.91
City and County Funds Received: \$8,107,058.01

The City of Post Falls share is 0.67813288260% and has received \$10,167.07

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item was last reviewed on 11/16/2021

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Settlement funds will no longer be allocated to the city for Abatement strategies.

BUDGET CODE:

**IDAHO OPIOID SETTLEMENT INTRASTATE ALLOCATION AGREEMENT
BETWEEN THE STATE OF IDAHO, HEALTH DISTRICTS, AND ELIGIBLE LOCAL
GOVERNMENTS**

SIGN-ON

By signing below I represent that I am fully authorized to enter into the Idaho Opioid Settlement Allocation Agreement on behalf on the named governmental entity, and that all necessary approvals and conditions precedent to my execution have been satisfied.

Signature:



Name:

Ron Jacobson

Title:

Mayor

Governmental Entity:

City of Post Falls

Date:

November 16th, 2021

VOLUNTARY REALLOCATION

[DO NOT FILL OUT UNLESS YOUR GOVERNMENT HAS SIGNED ON ABOVE AND
WISHES TO VOLUNTARILY REALLOCATE ITS SHARE OF FUNDS TO ITS REGIONAL
PUBLIC HEALTH DISTRICT]

By signing below I represent that the named governmental entity does not wish to receive the funds allocated to it under the Idaho Opioid Settlement Allocation Agreement and has authorized that its share of funds instead be allocated to the following regional public health district established under Title 39, Chapter 4, Idaho Code.

Name of Public Health District: Panhandle Health District

Signature:

Name:

Ron Jacobson

Title:

Mayor

Governmental Entity:

City of Post Falls

Date:

November 15th, 2022

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR**

MEETING DATE: 11/15/2022 08:00:00

DATE: 11/08/2022 19:51:24
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Gabourie Annexation Reasoned Decision File No. ANNX-22-9

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

The applicant, Fred Gabourie, has requested to annex approximately .3 acres into the City of Post Falls with a Single-Family Residential (R1) zone. The property is located between the south side of Rodkey Dr. and the Spokane River just west of Greensferry Rd.

On September 13, 2022 a public hearing was held before the Planning and Zoning Commission. After hearing the staff report and testimony the Commission moved to recommend approval of the Single-Family Residential (R1) zoning. After City Council heard the staff report and testimony they moved to approve the requested annexation and zoning on October 18, 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

**Gabourie Annexation
File No. ANNX-22-9
City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Fred Gabourie

LOCATION: Generally located between the south side of Rodkey Dr. and the Spokane River just west of Greensferry Rd.

REQUEST: Zoning recommendation of Single-Family Residential (R1) on approximately .30 acres, specifically for sewer services. As depicted in A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Map
4. A-5 Title Report
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. S-4 Consent to Annex Agreement
9. PA-1 YPL Comments
10. PA-2 PFPD Comments
11. PA-3 PFHD Comments
12. PA-4 KCFR Comments
13. PA-5 PFSD Comments
14. S-5 PZ Staff Report
15. S-6 Signed Minutes 9-13-2022
16. S-7 Signed Zoning Recommendation
17. PA-6 KCFR Comments
18. PA-7 YPL Comments
19. PA-8 PFHD Comments
20. Testimony at the October 18, 2022, City Council hearing including:

Ethan Porter, Assistant Planner

Mr. Porter presented the staff report. He testified that the applicant is annexation of his .30 acre lot with initial zoning of Single-Family Residential (R1). He explained that the property is located south side of Rodkey Dr. along the Spokane River. Mr. Porter testified that the lot contains a single-family residential home that is surrounded by similar lots that are in the city. He noted that the applicant is seeking annexation because his septic tank failed and he needs to connect to sanitary sewer. The City will serve both water and sewer to the property.

Mr. Porter testified that the Future Land Use Map designates the area as Transitional requiring analysis of the applicable focus area, which is Milltown South. Milltown South provides that the city should seek creative methodologies to enhance neighborhood areas and spur reinvestment. This site is already developed as a single-family home, and a connection to city services provides tenant

improvements to the site.

Fred Gabourie, Applicant

Mr. Gabourie testified that he has live on the property since 1978 and that he requested annexation to connect to sanitary sewer because his septic system failed.

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 Single-Family Residential (R1) on approximately .3 acres upon the annexation into the city of Post Falls. The Council finds that the Future Land Use Map designates this area as Transitional within the Milltown South Focus Area.

The Council finds, based on the staff report, that the Milltown South is immediately east of City Center which provides that the city should seek creative methodologies to enhance neighborhood areas and spur reinvestment. The Council finds that connections to city water and sewer provides improvements to existing development and enhances the neighborhood as contemplated by the focus area.

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 Council finds the requested zone change being consistent with the following goals and policies contained in the comprehensive plan:

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

The Council finds that annexing the property will allow the property to connect to sanitary sewer, which will help protect the river.

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

The Council finds that connecting the property to public sanitary service will enhance the community level of service in the area.

Policy 9: Encourage annexation of County "islands".

The Council finds that this request will annex a small county "island".

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 Council finds that the property is already developed as a single family residence and it is located on a local residential street. As such, the Council finds that the request is consistent with this consideration.

Water and Sanitary Sewer:

The Council finds that water service is available to the site and that the property has already been

connected to the sanitary sewer system after the septic system failed. As such, the Council finds that the request is consistent with this consideration.

Compatibility with Existing Development and Future Uses:

The Council finds that the existing residential use is compatible with the neighboring residential uses.

Future Land Use Designation:

The Council finds that the Future Land Use Map depicts the land use designation for this area as Transitional and the Proposed R1 zoning is supported by the applicable focus area as explained above.

Geographic/Natural Features:

The site is already developed and located over the Rathdrum Prairie Aquifer and along the Spokane River. The Council finds that annexation and connection to city sewer protects the Aquifer and the River from septic leaks and contamination.

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

The Council 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 Council finds this lower density residential house is further away from those higher intensity urban activities on the Seltice Way Corridor. Therefore, the Council this criterion satisfied.

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

The 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-22-9, INITIAL ZONING: Based on the record developed through the public hearing process, including the recommendation of the Planning and Zoning Commission, the City Council finds that the request meets the relevant evaluation criteria and hereby approves the requested Single-Family Residential (R1) zoning upon successful annexation of the property.

Date

Mayor

Attest

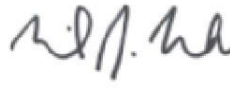
NOTICE OF RIGHTS:

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.

To: Greg McLean, Chief of Police
From: Neil Uhrig, Detective Sergeant 
Date: 11/07/2022
Subject: Request to declare equipment as surplus property

It is requested that the following property item be declared surplus equipment by the City Council:

One (1) Digital Intelligence "FRED" computer (S/N F010B03033529, SSPN 345367)

This property is a digital forensics computer workstation from 2011 that was issued to the Post Falls Police Department by the US Secret Service. It is well past the end of its life-span and is no longer in use by the City. I have removed all parts from the computer that I can put to use in other systems.

As this computer can no longer be put to use by the City, it is requested it be sent to auction. I estimate the value of the computer to be less than \$200.00.

For the record, the US Secret Service has already removed this item from their inventory rolls and they have no object to our agency disposing of this computer.

**CITY OF POST FALLS
AGENDA REPORT**

MEETING DATE: 11/15/2022 08:00:00

DATE: 11/08/2022 19:54:35
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Hargrave-Hathaway Annexation Reasoned Decision File No. ANN-22-8

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes the mayor's signature on the Reasoned Decision for the Hargrave-Hathaway Annexation request.

DISCUSSION:

The applicants, Kimberly and Brett Hargrave and Will and Ute Hathaway, requested to annex approximately 9.3 acres into the City of Post Falls with a Residential Mixed (RM) zoning. The property is located to the northeast of the intersection of Clark Fork Parkway, north of Poleline Ave. and about .4 miles west of Chase Rd.

On July 5, 2022 a public hearing was held before Planning and Zoning Commission. After hearing the staff report and testimony the Commission moved to approve the Residential Mixed (RM) zone. After the Council heard the staff report and received testimony and after deliberations they moved to approve the annexation with a Single-Family Residential (R1) zone.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approval

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

Hargrave-Hathaway Annexation
File No. ANNX-22-8
City Council
Reasoned Decision

A. INTRODUCTION:

APPLICANT: Kimberly and Brett Hargrave

LOCATION: Generally located northeast of the intersection of Clark Fork Parkway, north of Poleline Ave. and about .4 miles west of Chase Rd.

REQUEST: Zoning recommendation of Residential Mixed (RM) on approximately 9.63 acres, which requires a Development Agreement. As depicted in A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal and Exhibit Map
4. A-4 Hargrave Auth Letter
5. A-5 Hathaway Auth Letter
6. A-6 Title Report
7. A-7 Open Space Narrative and Map
8. S-1 Vicinity Map
9. S-2 Zoning Map
10. S-3 Future Land Use Map
11. S-4 Draft Annexation Development Agreement
12. PA-1 PFPD Comments
13. PA-2 PFSD Comments
14. PA-3 KCFR Comments
15. PA-4 DEQ Comments
16. PC-1 Collett Comments
17. PC-2 Mort Comments
18. PC-3 Widman Comments
19. PC-4 O'Neil Comments
20. PC-5 JC O'Neil Comments
21. PC-6 D Collett Comments
22. PC-7 Armbruster Comments
23. PC-8 Williams Comments
24. PC-9 Alvarado Comments
25. PC-10 Schlenker Comments
26. PC-11 Reynolds Comments
27. PC-12 Johnson Comments
28. S-5 PZ Staff Report
29. S-6 Signed Development Agreement
30. S-7 Signed Minutes 7-25-2022
31. S-8 Signed Zoning Recommendation
32. PA-5 DEQ Comments
33. PA-6 YPL Comments
34. PA-7 PFHD Comments

35. PC-13 Forman Comments
36. PC-14 Bumgarner Comments
37. PC-15 Mitchell Comments
38. PC-16 Williams Comments
39. PC-17 Doman Comments
40. PC-18 Reynolds Comments
41. PC-19 Widman Comments
42. PC-20 Bockmann Comments
43. PC-21 Robinson Comments
44. PC-22 Alvarado Comments
45. Testimony at the October 4, 2022, City Council hearing including:

Jon Manley, Planning Manager

Mr. Manley presented the staff report. He testified that the applicant is seeking annexation of approximately 9.63 acres with initial zoning of Residential Mixed (RM). He noted that the applicant is seeking to develop a townhome community with approximately 77 townhomes and approx. 31,000 square feet of supportive commercial uses. He noted that the property is located west of Chase Road and north of Poleline Avenue. The Montrose development is to the south and the Black Stallion subdivision is to the west. He noted that the current use of the property is large residential lots with no significant topology or vegetation and the only natural characteristic or feature is that it is on the Rathdrum Prairie Aquifer.

Mr. Manley testified that the RM has a 35-foot maximum height for duplexes, twin-homes, and single-family with all other structures having a 45-foot maximum. He indicated that this was because the RM zone allows for up to 20% multi-family and 10% Commercial so that 45 feet is allowed to accommodate those uses. He noted that the RM zone does require 7% of the total site to designated as open space and indicated that the applicant has submitted an open space plan with their application. He also noted that multi-family uses cannot exceed 20% and neighborhood commercial or office uses cannot exceed 10% in the RM zone. He noted that the applicant is not seeking any multi-family uses, as townhouses are considered a single family use, and is proposing using 7.4% of the site for commercial uses.

Mr. Manley testified that the Future Land Use Map designates the area as Low Density Residential. He noted that this designation encompasses all types of single-family residential uses up to eight dwelling units per acre. He explained that 77 townhomes on 9.63 acres comes out to about 7.9 units per acre consistent with the Low Density Residential designation. Further, the RM zone is listed as an implementing zone for the Low Density Residential designation. The property is also contained within the Central Prairie Focus Area, which supports provisions for a variety of housing types and densities and allows for commercial uses along arterial and collector streets where traffic volume exceeds 4,000 trips per day. He noted that Poleline Avenue and Chase Road are minor arterials and traffic volumes on these streets are expected to be in the 3,000 trips per day range by 2035 with trips on Poleline Avenue being in the 1,700 trips per day range in 2025.

Mr. Manley testified that the Montrose development to the south is a single family residential development, as is the Black Stallion development to the east. North across the railroad corridor is another single family residential development with larger lots. He also noted that the property is not located near the higher intensity urban corridors along Seltice Way, Spokane Street, and Highway 41. He noted that water will be provided by the East Greenacres Irrigation District and the city of Post Falls will provide wastewater services.

Rob Palus, Assistant City Engineer

Mr. Palus testified that Clark Fork Parkway is classified as a Minor Collector roadway, which typically accommodate 2,000 to 5,000 trips a day. He noted that Clark Fork Roadway is currently operating at about 20% of its capacity and by 2035, it is anticipated to still be below 30% of capacity as noted

in the Staff Report. Mr. Paulus testified that the bridge over the rail corridor is anticipated to be in place by 2035 and it is listed in the City's capital improvement plan for impact fees.

Kimberly Hargrave, Applicant

Ms. Hargrave testified that she is one of the applicant's and that she has lived in the area since the 1980's and she and her husband have raised their family here. She noted that they are invested in the community. She noted that the design of the project is partly driven by the irregular shape of the property, the need to extend Miss Hanna Street and to accommodate the future bridge over the rail corridor.

Bret Hargrave, Applicant

Mr. Hargrave testified that they have owned the property since 2009 and raised their family on the property. He noted that they have become concerned about the affordability of housing for people who live and work here rather than people moving into the area. He noted that this property allows them the opportunity to provide townhouses, which are single family homes, for home ownership. They are aiming for a price point that is affordable but there is not a restriction to limit who can purchase the property. He testified that the commercial is intended as a neighborhood commercial where people can walk to local services and get to know their neighbors.

Will Hathaway, Applicant

Mr. Hathaway testified that he and his wife are co-applicants on this proposal. He noted that they have seen the area grow up around them. He noted that some are concerned about privacy. This issue has been raised by some living on the north side of the rail corridor who are more than 120 feet away. He has also heard concerns about property values. He noted that he has reviewed the MLS to look at property values for homes near other townhouses and an apartment project. He noted that those homes have had their property values increase over the past few years just like other single family residential uses.

Kenny Johnson

Mr. Johnson testified that he has lived in Post Falls for 57 years and is a former builder and lives in Black Stallion Ranch. He noted that over the past couple of years he has noted construction all over town and is concerned about the number of apartments and he is opposed to this annexation because it doesn't fit in with the other homes and the amount of traffic in Post Falls is not good.

Willi Spiclea

Mr. Spiclea testified that he is concerned that 77 homes will create too much traffic on Poleline and Grange. He noted that he is concerned he may have to look at the back of the units across the rail corridor and considers that visual pollution. He also thinks that parking will be a problem because people usually have 2 cars creating the potential for overflow. He believes single family homes would be a better fit. Townhomes would fit better out by Cabela's where the "ugly apartments" are being built.

Lynn Collett

Ms. Collett testified that she has lived in Post Falls for 6 years. She noted that she is concerned that it will create traffic in Black Stallion Ranch. She noted that the property values of all the existing developments will suffer if affordable housing of this type is constructed. She questioned whether it would be safe to live in the area with the Yellowstone Pipeline running across the property frontage. She testified that the R-1 zone is a better fit.

Garv Alvarado

Mr. Alvarado questioned what the developer means by “affordable housing”. He testified that the applicant’s stated goal to give affordable housing back to the community is a platitude. He noted that he couldn’t afford his home today and that growth is inevitable. He noted that development must be sensible and aesthetically pleasing to the surrounding uses. He questioned why high-density homes would be put in the middle of a single family area. Mr. Alvarado showed a video of traffic and parking on Clark Fork Road at the time parents are picking up their children when school gets out.

Cinda Widman

Ms. Widman testified that home on an acre to a half-acre lots would make them happy. She testified that eventually people who live in affordable housing start trashing things creating an eyesore. This would fit better along Mullan Avenue not here.

Samantha Steigleder

Ms. Steigleder testified that she thinks the annexation is reasonable. She testified that she does not believe that RM zoning fits this area because commercial and multi-family residential should be focused along Prairie Avenue not Poleline and it doesn’t fit the surrounding area. She noted that this is multi-family even if its not high density. She testified that the applicant is not bringing much to the community and is not providing a park. She testified that she thinks R-2 would be a better fit and she doesn’t believe the applicant meets any of the policies in the Comprehensive Plan.

Doug Williams

Mr. Williams testified that he is opposed to the application. He does not believe the concentration of housing is justified and does not meet state or local planning guides. He does not believe this plan is safe because of traffic concerns. He does not believe this is consistent with the surrounding housing. He does not believe that 8 units per acre is low density. He testified that “exclusivity” best describes low density housing where there is privacy with like-minded people.

Ava Doman

Ms. Doman testified there are over 15,000 parcels in Post Falls almost 1,500 are bare land. She questioned if the annexation is needed. She testified that she doesn’t think that the commercial area is sustainable because they need a 1,000 people a day to work. She doesn’t believe the area is walkable so no one will come to the commercial area. She testified that this doesn’t fit the area because the surrounding area is R-1.

Kevin O’Neill

Mr. O’Neil testified that the requested RM zone does not meet the City’s Comprehensive Plan. This area has been designated as low density housing on the Future Land Use Map and 77 units and commercial isn’t low density. The neighborhoods in this area are some of the most sought-after neighborhoods in the city. He believes there are better areas around town for low income housing in the city. He doesn’t believe this provides small town charm.

Jean O’Neill

Ms. O’Neill testified that she is concerned about traffic. She is worried that if traffic projections were done in 2014, they are likely not valid given the growth that has occurred and there is a lot of traffic in the area already. She is also concerned about privacy. She noted that she lives across the rail corridor from this property and is concerned that residents from the townhouses might be able to look into her back yard.

Tyler Mort

Mr. Mort testified that if R-1 was being requested, the neighbors would be more supportive. He believes that 77 townhomes are scary to people. He questioned how affordable this project would really be given economic considerations and if they are affordable, then investors will want to buy them and turn them into rentals. He noted that the knuckle at Miss Hana looks like it is set up to transition to larger lots.

Rebuttal

Bret Hargrave, Applicant

Mr. Hargrave testified that the comp plan allows up to 8 units/acre and this project is consistent with that guidance. He noted that the RM is designed for low density areas to provide services for those areas and are not intended for large box commercial uses. The intended uses probably have a building square footage of 4,000 sq feet that will drive pedestrian, rather than vehicular, traffic. Townhomes are a single family use. Regarding traffic, he noted that traffic can be very subjective, based on what your used to, but he noted that even with the anticipated buildout in the area, Poleline Avenue would only be at 30% of its capacity in 2035. Concerning the Yellowstone Pipeline, he noted that there is a significant easement that prevents development within the easement and they will not be building anything within the easement area. He noted that their intent is to provide something more for the community than the million dollar homes that are being built around them.

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 Residential Mixed (RM) on approximately 9.63 acres upon the annexation into the city of Post Falls. The City Council finds that the Future Land Use Map designates this area as Low Density Residential within the Central Prairie Focus Area. The Comprehensive Plan notes that Low Density Residential areas should have a maximum density of 8 units per acre. The Council finds that the applicant's request for RM, that would accommodate a townhome development, meets this criterion based on the staff report and the testimony of Jon Manley and the applicants. However, the Comprehensive Plan also notes that commercial uses should be focused along collector and arterial roads with traffic volumes of 4,000 trips per day. Based on the Staff Report and the testimony of Rob Paulus, the Council finds that even in 2035, with a projected city population exceed 90,000 residents, Poleline Avenue will not have that level of traffic. As such, the City Council finds that the requested RM zone is not consistent with the Future Land Use Map and as such, the request for RM zoning cannot be approved. .

However, the City Council finds that R-1 zoning would be consistent with the Future Land Use Map. As noted, above, the Future Land Use Map designates this area as Low Density Residential within the Central Prairie Focus Area. The Comprehensive Plan notes that Low Density Residential areas should have a maximum density of 8 units per acre. R-1 zoning is consistent with the projected density of the Low Density Residential designation and does not allow the commercial uses that do not meet 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 Council finds that the R-1 zone is consistent with the following goals and policies contained in the Comprehensive Plan:

Goals:

Goal 3: Maintain and Improve Post Falls' small-town scale, charm, and aesthetic beauty.

The Council finds that the R-1 zone would help preserve the existing small town scale consistent with the scale of the surrounding area.

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

The City Council finds that development in the R-1 zone would help to improve the Post Fall's transportation network but completing road and pedestrian facilities with development. All cities require functional, resilient transportation networks providing for the flow of people and materials. This project will 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.

Goal 7: Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.

The Council finds that the R-1 zone would help provide additional needed housing for the community with helps to support the City's long-term sustainability.

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 annexation area is adjacent to the minor arterial of Poleline Avenue, which provides connection to other higher capacity roadways of Chase Rd. (to the east) and Clark Fork Parkway (to the south). Long range master planning anticipates the extension of Poleline Ave. westerly to McGuire Rd. and the extension of Clark Fork Parkway to Seltice Way (1 mile to the south).

Minor Arterials are designed to accommodate traffic volumes of 6,000 - 15,000 vehicles per day. Poleline Avenue is estimated to have 2025 volumes of 1,700 vehicles per day and 2035 volumes of 3,000 vehicles per day. Based on the testimony of Rob Paulus, the Council finds that the street network has capacity to accommodate development at the R-1 level.

Compatibility with Existing Development and Future Uses:

As noted above, the City Council has found that the R-1 zone is consistent with the Future Land Use Map, which addresses potential compatibility with future land uses. The City Council also finds that the R-1 zone will be consistent with existing uses in the area. The bulk of the uses in the area are lower density single family uses, which is what the R-1 zone allows. As such, the Council finds that the R-1 zone is consistent with existing development in the area.

Geographic/Natural Features:

Based on the Staff Report and the testimony of Jon Manley, the City Council finds that the site does not contain any geographic or natural features that would adversely affect development of the site.

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

The Council finds that this criterion inapplicable because neither of the zoning districts in question are for commercial or higher density residential development.

- 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.**

Based on the testimony of Jon Manley and the Staff Report, the Council finds that this area is located away from Spokane Street, and the Seltice and Highway 41 corridors, where the higher intensity urban activities are located. There was not testimony or other evidence to the contrary. Therefore, the Council finds this criterion satisfied by the R-1 zoning.

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

The 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-22-8, INITIAL ZONING: Based on the record developed through the public hearing process, the City Council finds that the requested RM zone does not meet all the required criteria to assign initial zoning and hereby **denies** the requested RM zone upon annexation. The City Council further finds that R-1 zoning meets all the criteria to assign initial zoning upon annexation. As such the City Council hereby **approves** R-1 zoning for the subject property 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: 11/15/2022 08:00:00

DATE: 11/08/2022 21:27:58
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Ashford Place Annexation Decision File No. ANNX-22-5

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes the mayor's signature on the Legislative Decision for the Ashford Place Annexation.

DISCUSSION:

The applicant, Kulka Land LLC, requested to annex approximately 12.26 acres into the City of Post Falls with a Single-Family Residential (R1) zoning. The property is generally located on the southwest corner of Grange Ave. and McGuire Rd.

On May 25, 2022 a public hearing was held before the Planning and Zoning Commission. After hearing the staff report and receiving testimony, the Commission moved to recommend approval the the Single-Family Residential (R1) zoning. City Council held a public hearing on September 20, 2022 and after hearing the staff report and testimony they moved to deny the Annexation at this time.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Denial

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ASHFORD PLACE ANNEXATION
File No. ANNX-22-5
City Council Legislative Decision

A. INTRODUCTION:

APPLICANT: Dobler Engineering on behalf of Kulka Land, LLC
LOCATION: Southwest corner of W. Grange Ave. and N. McGuire Rd.
REQUEST: Annex Approx. 12.34-acres with Single-Family Residential (R1) Zoning.

B. DECISION:

Following a public hearing on September 20, 2022, the Post Falls City Council determined that annexation is not appropriate at this time. The City Council may consider annexing the property in the future. Because the City Council is denying annexation of the property at this time, the City Council does not render a decision on what the property should be zoned if annexed into the City.

Date

Mayor

Attest

NOTICE OF RIGHTS:

THIS DECISION IS NOT APPEALABLE. THE APPLICANT MAY REAPPLY FOR ANNEXATION IN THE FUTURE.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 11/15/2022**

DATE: 11/8/2022 2:18 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Laura Claffey
SUBJECT: Approval of cybersecurity contract

ITEM AND RECOMMENDED ACTION:

The Police Department requests approval of contract for cybersecurity with Sylint, LLC.

DISCUSSION:

The Police Department requests approval of the contract with Sylint, LLC for cybersecurity services. Due to the ever-increasing risk of cyber-attacks, City Council supported staff looking at implementing cyber-security measures. Sylint has successfully thwarted some recent attempted attacks on the City's systems with their offsite monitoring service. To help ensure any future attempts are prevented, the PD requests approval of a three-year contract with Sylint for both the City system and the PD system. Work will be billed monthly at the rate of \$9332. If approved, the Mayor will sign the contract.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

2023

BUDGET CODE:

001-421.0000.66043

MASTER SERVICES AGREEMENT

CITY OF POST FALLS:

City of Post Falls Idaho
C/O City of Post Falls Public Services - Planning Division Department
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: John Mittmann, Post Falls Police, Phone: (208) 773-6352 _____ - _____.
Email: JMittmann@postfallspolice.com

CONSULTANT:

Sylint, LLC

Firm Project Manager: _____, (Title) _____. Phone: (____) ____ - _____.
Email: _____@_____.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 Sylint, LLC having offices for the transaction of business at 240 N. Washington Blvd, Ste. 600, Sarasota, FL, 34236, hereinafter referred to as the "**Consultant**" jointly, hereinafter referred to along with the City as the "Parties."

WITNESSETH:

WHEREAS, in providing services to its residents and visitors, the City operates multiple networked information technology systems;

WHEREAS, these information technology systems must be secured and protected from threats to the confidentiality, integrity and availability of data within these systems; and

WHEREAS, the Consultant provides cybersecurity services related to the protection of information systems and data.

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 in one or more Statements of Work, which are generally described as cybersecurity services ("the Services") to protect and defend the City's information systems from cybersecurity threats.

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 cybersecurity services described in the Scope of Work 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 AND RENEWAL: The term of this Agreement shall be 3 years from the effective date which shall be the date when the agreement is fully executed by all the Parties. The Statement of Work will be renewed annually unless either Party terminates the agreement pursuant to Article 5 of this agreement. 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 at an hourly rate based on the rates listed in the Budget section of **Exhibit "A"**. The Statement of Work will include a not-to-exceed total payment amount that

will not be altered without a change order approved in writing by both parties. Prices and rates shall remain firm for the duration of the Statement of Work unless formally amended or changed by Change Order to the Agreement.

3.2. REIMBURSABLE EXPENSES: The City shall reimburse the Consultant for all reasonable, actual out-of-pocket expenses for travel in connection with the delivery of these Services, as delineated in the Statement of Work. 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. The Statement of Work shall include such reimbursable expenses, which are subject to the total compensation limit addressed in Section 3.1 of this Article. The total compensation limit in the Statement of Work cannot be changed without a change order approved in writing by both parties. 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 30 days of receipt by the City contingent upon review and authorization by the City's Contract Administrator and Project Manager. Each monthly invoice must reflect the total work performed and approved to date. Past due amounts may bear a finance charge as stipulated by law not to exceed 1% of the past due amount per month.

3.5. METHOD OF PAYMENT: The, City, in its sole discretion, may elect to make payment by warrant (check), credit card (payment card or "P" card), Automated Clearing House (ACH) or Electronic Payment (E-payment or E-payables). The pricing submitted by the Consultant and accepted by the City 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 City Clerk, 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, its 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. SURVIVABILITY: The intellectual property and confidentiality provisions of this Agreement shall survive any termination.

5.4.. 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. INTELLECTUAL PROPERTY: All data, works and materials created and stored on a platform controlled by the City or transmitted to or from a platform controlled by the City, supplied by the City to the Consultant in connection with the Consultant's delivery of the Services, or generated by a platform controlled by the City are the property of the City. The Consultant is the owner of all right, title and interest in all intellectual property ("IP") in any work, including but not limited to all inventions, methods, processes, and computer programs (including any source code, object code, enhancements and modifications), developed by the Consultant in connection with the performance of any Services under this Agreement. Consultant may provide the City with periodic reports, either orally or in writing, describing in detail the results of activities and the analysis of these results. The City shall own all right, title, and interest in and to any written summaries, reports, analyses, and findings or other documentation provided to the City in connection with the Consultant's provision of the Services.

7.5. 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.

7.6. CONFIDENTIAL INFORMATION: A Party disclosing confidential information as defined herein is referred to in this Agreement as the "Disclosing Party" and the Party receiving such confidential information is referred to as the "Receiving Party." As used herein, "confidential information" shall mean any information (including the terms of this Agreement) that the Receiving Party knows or has reason to know (either because such information is marked or otherwise identified by the Disclosing Party orally or in writing as confidential or proprietary, has commercial value, or because it is not generally known in the relevant trade or industry) is confidential information of the other Party and will remain the sole property of the Disclosing Party. The Receiving Party will protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and Confidential Information and materials of like kind, but in no event less than a reasonable standard of care. A Receiving Party's right to use the Disclosing Party's Confidential Information expires upon expiration or termination of this Agreement. Except as otherwise required by law, the Receiving Party agrees not to disclose the Confidential Information to any third Parties or to any of its employees except those persons who have a need to know the Confidential Information in order for the Receiving Party to perform its obligations hereunder. The prohibitions contained in this Section will not apply to information (i) already lawfully known to or independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (ii) disclosed in published materials; (iii) generally known to the public; (iv) lawfully obtained from any third Party; or (v) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. In addition, a Party will not be considered to have breached its obligations under this Agreement to the extent Confidential Information is required to be disclosed by any governmental authority or by applicable law including Idaho public record laws, provided the Receiving Party, to the extent practicable, advises the Disclosing Party prior to making such disclosure in order that the Disclosing Party may object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or take such other action as it considers appropriate to protect the Confidential Information. Sylint agrees to maintain the confidentiality of and protect City Data in accordance with applicable state, local, and federal laws and regulations. Upon termination of this agreement, each Party will, at the request of the other Party and to the extent practicable, return, or upon the other Party's request, destroy, all copies of the other Party's IP and Confidential Information in such Party's possession, custody or control.

7.7. 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.

7.8. 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.

7.9. 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.

7.10. 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. 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 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.

1. **Boycotting Israel:** 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).

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.

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. Exhibit "A" Scope of Work; and
4. This Agreement; and
3. 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

_____, Principal

Date: _____

State of _____)
 : SS
County of _____)

On this _____ day of _____, 2022 before me, a notary for the State of Florida, personally appeared _____ who, being by me first duly sworn, declared that s/he is a _____ of Sylint, LLC that s/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 _____
Residing at: _____
My Commission Expires: _____

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.

Post Falls

Information Security Agreement – August 19, 2022

Based on Sylint's discussions and previous work with the City of Post Falls and the Post Falls Police Department, the following Statement of Work (SoW) is proposed for services to assist the City of Post Falls and the Post Falls Police Department in addressing cyber threats the organizations may face and to support their continually evolving information security programs. Through an ongoing relationship, Sylint will conduct activities intended to augment the existing capabilities of the Information Technology teams.

Engagement Plan

Planned activities include participation in the following at various levels (e.g., perform, oversee, review, support or execute). These items include a mix of ongoing activities expected to take place on an ongoing basis over a 12-month period.

Strategic:

Strategic Item	Description
<i>Solution Review & Risk Analysis</i>	Ongoing updates to existing reviews of solutions and applications, with integration of new solutions as presented
<i>Adaptive Risk & Threat Briefings</i>	Ongoing response to threat modifications and current attack scenarios
<i>Governance & Regulatory Compliance</i>	Regulatory and client requirement review and correlation with current and projected security measures. Framework development & integration with requirements (in conjunction with IR/BCP plans if/as necessary)

Tactical:

Tactical Item	Description
<i>Audit & Analysis</i>	Periodic review of FW, DNS, DBs, Permissions, Patching solutions to provide summary info for strategic KPIs
<i>AD Audit</i>	Review of Active Directory credentials and users
<i>Agent Correlation</i>	Testing and confirmation that expected solutions are implemented in desired/expected areas with results reported into strategic KPIs
<i>Internal Vulnerability Scan Review</i>	Review and prioritization of internal vulnerabilities; support in scoping and configuring scans
<i>External Vulnerability Scan Review</i>	Review and prioritization of external vulnerabilities; support in scoping and configuring scans
<i>Threat Intelligence</i>	Collection and compilation of threat data necessary for strategic summaries and briefings
<i>Project Owner Call / On site Update</i>	Regularly scheduled update call cadence outside of other activities

Operational:

Operational Item	Description
Tier 1 SIEM Monitoring & Alerting (SS II - GSA Only)	Initial monitoring & alerting on security events
Internal Vulnerability Scans	Vulnerability scan configuration and execution across internal subnets
External Vulnerability Scans	Vulnerability scan configuration and execution across external IP space
SME: Security Agent Maintenance	Updates to installed security-related agents
SME: Other	Operational support not previously defined

inSyte™ - Annual (unlimited use) license for security metrics, analysis, validation, and tracking, including Threat Intel Module.

Fees

Work will be billed monthly for services on an annualized basis. Based on the currently expected scope, the costs for this project are expected to be approximately \$111,979 (Consulting Analysis \$60,875, Sentinel One Monitoring \$51,104), billed monthly at the rate of \$9,332. Work may be terminated at any time with a bilateral true-up of hours and fees to date.

Other reasonable Sylint provided expenses for dedicated hardware, software, and shipping costs necessary for the engagement will be invoiced as incurred. In the event additional requirements arise, based on information uncovered during any phase of this project, parties will be updated before additional work is performed by Sylint. The City of Post Falls and the Post Falls Police Department may acquire all needed licenses for Sentinel One, Carbon Black and other security tools utilized directly from vendors outside of this SoW.

The above is hereby accepted and agreed to by:

X _____
Accepted by Post Falls Representative Date

Name Title

X _____
Jeff Birnbach, Managing Director, Sylint LLC Date

GSA Contract Number: 47QTCA22D006K

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 11/15/2022 08:00:00

DATE: 11/08/2022 23:26:21
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Froehlich Zone Change Ordinance File No. ZC-22-5

ITEM AND RECOMMENDED ACTION:

With approval of the Ordinances Agenda, City Council authorizes the mayor's signature on the Ordinance for the Froehlich Zone Change.

DISCUSSION:

The applicant, Mark Loudin and Zach Froehlich, requested a zone change approval from Single-Family Residential (R1) to Medium-Density Residential (R2) zoning on approximately 1.88 acres. The property is located on the northwest corner of E. 16th Ave. and N. Cecil Rd.

On July 25, 2022, a public hearing was held before the Planning and Zoning Commission. After hearing the staff report and receiving testimony the Commission recommended approval of the zone change. On September 20, 2022, City Council approved the requested zone change after hearing the staff report and testimony.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approval

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ORDINANCE NO. _____

**ZONE DESIGNATION CHANGE APPROXIMATELY 1.88 ACRES
LOCATED ON THE NORTHWEST CORNER OF E. 16TH AVE AND N. CECIL
RD.**

(File No. ZC-22-5)

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR A CHANGE IN ZONING CLASSIFICATION FOR THE LAND DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM SINGLE-FAMILY RESIDENTIAL (R1) TO MEDIUM-DENSITY RESIDENTIAL (R2); 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 1.88 acres described below in this section and generally located on the northwest corner of E. 16th Ave. and N. Cecil Rd. 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 (R1) to Medium-Density Residential (R2):

A portion of Tract 28 in Block 36 of Second Addition to Post Falls Irrigated Tracts, in Section 36, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

BEGINNING at the center of said Section 36;

Thence North 44°49'17" West, 28.37 feet to the Southeast corner of said Tract 28 and the **TRUE POINT OF BEGINNING** for this description;

Thence North 89°38'30" West, along the South line of said Tract 28 a distance of 288.31 feet;

Thence North 00°29'05" West, 324.02 feet;

Thence South 89°35'22" East, along a line parallel with the North line of said Tract 28 a distance of 291.00 feet to a point on the East line of said Tract 28;

Thence South, along the East line of said Tract 28 a distance of 323.7 feet, to the **TRUE POINT OF BEGINNING** for this description.

Less and except the East 5.00 feet for road purposes.

This description is not to be used for recordation purposes.

END OF DESCRIPTION

Section 2: That the property described above in Section 1 will be designated as Medium-Density Residential (R2) 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 20th, day of September 2022, 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 on the northwest corner of E. 16th Ave. and N. Cecil Rd. within the City of Post Falls from Single Family Residential (R1) to Medium-Density Residential (R2). The rezoned property is legally described as:

A portion of Tract 28 in Block 36 of Second Addition to Post Falls Irrigated Tracts, in Section 36, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

BEGINNING at the center of said Section 36;

Thence North 44°49'17" West, 28.37 feet to the Southeast corner of said Tract 28 and the **TRUE POINT OF BEGINNING** for this description;

Thence North 89°38'30" West, along the South line of said Tract 28 a distance of 288.31 feet;

Thence North 00°29'05" West, 324.02 feet;

Thence South 89°35'22" East, along a line parallel with the North line of said Tract 28 a distance of 291.00 feet to a point on the East line of said Tract 28;

Thence South, along the East line of said Tract 28 a distance of 323.7 feet, to the **TRUE POINT OF BEGINNING** for this description.

Less and except the East 5.00 feet for road purposes.

This description is not to be used for recordation purposes.

END OF DESCRIPTION

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
NEW BUSINESS**

MEETING DATE: 11/15/2022 08:00:00

DATE: 11/08/2022 21:25:35
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Enderud
SUBJECT: 2023 Legislative Session Priorities

ITEM AND RECOMMENDED ACTION:

For the upcoming Idaho Legislative Session scheduled to begin January 9th, 2023, City staff have summarized the issues that will most affect the City of Post Falls and its citizens. We are seeking Council input and direction on these priorities. By focusing on several significant issues, City Staff can economize their efforts and more successfully impact proposed legislation.

DISCUSSION:

A recurring priority for legislative action is effective property tax relief for residents and addressing housing affordability issues more generally. As property values in our area rapidly rise, residential property taxes continue to be a leading concern for the citizens of Post Falls. Many solutions to the issue have been proposed, and some like HB 389 have passed into law with mixed results. City staff maintain that removing the fixed cap of \$125,000 and reinstating indexing the Homeowner's Exemption would provide the most meaningful tax relief to citizens. Had the cap not been repealed by the 2016 Legislature, the Idaho State Tax Commission estimates the 2023 Homeowner's Exemption would be \$224,360, a \$100,000 increase from the current exemption. If the indexed exemption were in place for the 2022 tax year, a home at \$550,000 assessed value in Post Falls would see a reduction of \$582 in property taxes, a 23.4% total reduction. We would also support the repeal of the provisions within HB 389 which reduced the amount that can be collected of new growth, annexation, and taxes in closed urban renewal districts, driving a decrease in service levels as a city grows. Finally, staff would support any measures that aim to address the lack of affordable housing for working families in the community.

A second priority for the City is retaining penalties and interest on delinquent property taxes. In late July of this year, the Kootenai County Treasurer informed all the taxing districts via email that the County would henceforth be retaining penalties and interest associated with delinquent property taxes. The City sent a joint letter signed by most of the cities and many of the taxing districts in the county stating our opposition to the abrupt change and that it is contrary to the law as currently written. Despite the letter and City Staff testimony at the County's budget hearing, the Board of County Commissioners voted to uphold the Treasurer's decision to keep the penalties and interest. Since then, City Attorney Warren Wilson has drafted legislation to clarify the law around delinquent property taxes. The Association of Idaho Cities (AIC) Board has voted to support this legislation. The City of Rathdrum is taking the lead on sponsoring this

legislation and the City of Post Falls staff will continue to work on this issue with the 2023 Idaho Legislature.

Another priority is supporting legislation limiting the period of time we are required to retain police audio and video recordings. In 2018, legislation was approved allowing Sherriff Departments the ability to delete such records that do not have evidentiary value after 60 days. The cost of retaining significant amounts of electronic data that has little value, costs tens of thousands of dollars annually. Both the City of Post Falls and the City of Idaho Falls have presented draft bills to shorten the retention period for such records. AIC's Board voted to support a bill seeking this change. Staff will continue to coordinate with Idaho Falls on supporting this measure.

Our final priority involves the Area of City Impact (ACI) and annexations. ACIs help a city plan for areas where it is likely to grow and protect those areas by establishing negotiated rules that will apply in those areas until they are annexed. We anticipate new legislation that would limit a city's ACI to within one mile of existing city limits and only to areas expected to annex within five years. It would also eliminate the ability of the city to negotiate the rules that would be in effect in the ACI areas. The proposed changes would remove much of our current ACI and would allow for the potential development of substandard uses on our immediate boundaries that could prevent reasonable future growth or create adverse impacts on city residents. We also expect a bill attempting to strictly limit the ability of cities to annex property. We would not support either bills as these proposed changes will harm Idaho cities' autonomy and purposeful planning of potential future growth.

Staff have also discussed contracting a legislative consultant to assist in furthering our legislative efforts. This would allow the City to advocate for specific issues in a way currently not feasible due to limitations on staff time and travel expenses.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS**

MEETING DATE: 11/15/2022 08:00:00

DATE: 11/08/2022 21:26:50

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: David Fair

SUBJECT: Renaming of the Community Garden

ITEM AND RECOMMENDED ACTION:

It is the recommendation of the Parks and Recreation Commission That the Post Falls Community Garden be re-named to the Rick Noordam Community Garden. Staff concurs with this recommendation.

DISCUSSION:

During the July 2022 meeting of the Parks and Recreation Commission they discussed the re-naming of the Post Falls Community Garden after Former Commission Chair, Rick Noordam. This Idea was pushed forward to honor his contributions and to recognize his personal work and support to make the garden become a reality.

In review of the park naming policy the recommendation meets the requirements for naming a park after an individual. It has been more than two years since he passed away. Rick was heavily involved with many civic groups within the community, His church, Rotary, the Community Volunteers, etc. Rick served on the park and recreation commission for over twenty years and chair for five years.

Rick was instrumental in making the garden becoming a reality. He fundraised for donation and materials, worked in the garden for the first two years, oversaw its usage and helped on the Rotary building; grant and construction. Rick was involved in may park and recreation endeavors over the years, but the garden was a labor of love for him.

Per the policy the commission advertised for comments on the proposed name change. No comments were received. During the Park and Recreation Commissions September meeting they may the formal decision to propose the name change. The cost to make this change is limited to signage cost.

It is now the City Council's decision to approve or reject their recommendation.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

First review

APPROVED OR DIRECTION GIVEN:

None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$3,000.00

BUDGET CODE:

001-443.0000. 63260



**PARKS & RECREATION COMMISSION
REGULAR MEETING MARKED AGENDA**

**Sept 27, 2022
6:00 PM**

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

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER

PLEDGE OF ALLEGIANCE

WELCOME – PLEASE TURN OFF CELL PHONES – Thank you

ROLL CALL OF PARKS & RECREATION COMMISSION MEMBERS

Present: Jayson Cornwell, Geena Duczek, Krista Noyes, Christie Vranich, Angela Snyder
Dani Zibell-Wolfe
Not Present: James Hail

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 Commission.

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATIONS

DECLARATION OF CONFLICT

Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.

1. CONSENT CALENDAR

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

ACTION ITEMS

- a. Approval of Minutes – July 26, 2022, Vranich motioned, Cornwell seconded.

Vote: Zibell-wolfe abstain, Vranich aye, Noyes aye, Duczek aye, Cornwell aye, Snyder aye.

2. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Commission on an issue that is not on the agenda. Comments on issues that are planned for future meeting agendas should be held for that meeting.

3. UNFINISHED / OLD BUSINESS

- a. Re-naming of the community garden

Dave Fair stated the family was pleased for the name of the community garden to be Rick Noordam Community Garden. The public comment period of the proposed name was held for twice the required length of time. No comments were received. A motion was made by Zibell-Wolfe to change the name from Post Falls Community Garden to Rick Noordam Community Garden. Vranich seconded.

Vote: Cornwell aye, Noyes aye, Duczek aye, Zibell-Wolfe aye, Vranich aye and Snyder aye.

4. NEW BUSINESS

5. ADMINISTRATIVE / STAFF REPORTS

- a. Dave Fair, Parks and Recreation Director, gave an update on the season parking pass and the boat launch.
Dave stated there were 1236 free resident passes given out through the season. Dave said we had a total revenue of \$107,000. He was worried of a late spring and staffing. Dave said revenue was up from last year. Dave stated there are several vendors want season passes for the boat launch.
Commissioner Cornwell asked if vandalism has decreased. Bryan Myers, Parks Manager, said vandalism is still happening. Bryan said new locks are being installed on the bathrooms in parks and will be changing the swing of the doors to the bathrooms. Bryan did state vandalism in the bathrooms are the costliest.

Commissioner Cornwell asked if vandals are being caught. Bryan said yes, some are.

2. COMMISSION COMMENTS

3. ADJOURNMENT 6:36PM

Questions concerning items appearing on this Agenda should be addressed to the Parks & Recreation Department, 408 Spokane Street or call 208-773-0539.

The City Hall building is handicapped-accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341. Thank you.

Parks & Recreation Commission meetings are broadcast live on post falls city cable on cable channel 1300 (formerly 97.103). City videos are also available as video on demand on the city website.

Commission Chair: Geena Duczek Vice-Chair: Christie Vranich
Members: Jayson Cornwell, Dani Zibell-Wolfe, James A. Hail III, Krista Noyes, Angela Snyder