



**CITY COUNCIL
MEETING AGENDA**

**December 20, 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 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 – December 6, 2022, City Council Meeting
- b. Payables – November 29, 2022 – December 12, 2022
- c. Ashlar Ranch Annexation Agreement and Dedications of Right-of-Way and Easement
- d. Joseph Family Trust Reasoned Decision
- e. Corbin's Meadows Subdivision Plat Application
- f. Wildflower Meadows Subdivision Plat Application
- g. Farwest Steel Annexation Agreement and Dedications of Right-of-Way and Easement

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. Resolution – Fiscal Year 2023 Fee Resolution Revision #1
- b. Ordinance – Ashlar Ranch Annexation File No. ANNX-0004-2022
- c. Ordinance – Gabourie Annexation File No. ANNX-22-9
- d. Ordinance – Farwest Steel Annexation File No. ANNX-22-10

4. NEW BUSINESS

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ACTION ITEMS:

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEM (To enter into executive session only):

RETURN TO REGULAR SESSION

ADJOURNMENT

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

Mayor Ronald G. Jacobson

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

Mission

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

Vision

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

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

Calendar of Meetings & Events

Dec 20	6:00 pm	<u>City Council</u>
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	<u>City Council</u>
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	<u>Council Workshop</u>
Jan 17	6:00 pm	<u>City Council</u>
Jan 19	8:00 am	Urban Renewal Agency
Jan 24	6:00 pm	Parks and Recreation Commission
Feb 7	6:00 pm	<u>City Council</u>
Feb 14		Valentine's Day
Feb 14	5:30 pm	Planning and Zoning Commission
Feb 16	8:00 am	Urban Renewal Agency
Feb 20		City Business offices will be closed in Observance of Presidents' Day
Feb 21	5:00 pm	<u>City Council Workshop</u>
Feb 21	6:00 pm	<u>City Council</u>
Feb 28	6:00 pm	Parks and Recreation Commission

Post Falls City Council Meeting

December 20th, 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

1. Consent Calendar

- c. Ashlar Ranch Annexation Agreement and Dedications of Right-of-Way and Easement – The Planning Division requests approval of the abovementioned agreement and dedications of Right-of-Way and Easement. The 9.962 acre property with a Single-Family (R1) zoning designation is located north of 12th Avenue and east of Highway 41. The annexation request and proposed zoning were approved by Council at the August 16th, 2022, meeting. If approved, the Mayor will sign the provided documents.
- d. Joseph Family Trust Annexation Reasoned Decision – The Planning Division requests approval of the annexation decision document. The 41 acre property with 20.26 acres zoned Community Commercial Mixed and 20.74 acres zoned Community Commercial Services is located on the northeast corner of West Prairie Avenue and North Greensferry Road. 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.
- e. Corbin's Meadows Subdivision Plat Application – The Engineering Division requests approval of the final plat for the development. The developer has provided surety for the remaining improvements. If approved, the Mayor shall sign the documents.
- f. Wildflower Meadows Subdivision Plat Application – The Engineering Division requests approval of the final plat for the development. The developer has provided surety for the remaining improvements. If approved, the Mayor shall sign the documents.
- g. Farwest Steel Annexation Agreement and Dedications of Right-of-Way and Easement – The Planning Division requests approval of the abovementioned agreement and dedications of Right-of-Way and Easement. The 14.46 acre property with an Industrial zoning designation is located west of the North Pleasant View Road and West of Seltice Way. The annexation and zoning were approved at the October 18, 2022, Council public hearing. If approved, the Mayor will sign the provided documents.

2. [Public Hearings](#)

None

3. [Unfinished Business](#)

- a. Resolution: Fiscal Year 2023 Fee Resolution Revision #1– This resolution formalizes the changes to the Fiscal Year 2023 Fees approved at the December 6, 2022, Council meeting. Council may adopt the resolution or take no action.
- b. Ordinance: Ashlar Ranch Annexation File No. ANNEX-0004-2022 – This ordinance formalizes the annexation approved at the August 16, 2022, Council public hearing. Council may adopt the ordinance or take no action.
- c. Ordinance: Gabourie Annexation File No. ANNEX-22-9 – This ordinance formalizes the annexation approved at the October 18, 2022, Council public hearing. Council may adopt the ordinance or take no action.
- d. Ordinance: Farwest Steel Annexation Ordinance File No. ANNEX-22-10 – This ordinance formalizes the annexation approved at the October 18, 2022, Council public hearing. Council may adopt the ordinance or take no action.

4. [New Business](#)

None

6. [Administrative / Staff Reports](#)

None

8. [Executive Session](#)

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



**CITY COUNCIL
MEETING MINUTES**

**December 6, 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: Planning and Zoning – Revenue Per Square Foot

Jon Manley, Planning Manager presenting: Jon showed several GIS maps that had data sets pertaining to property taxes per square foot. This included historical information and changes depending on homeowners' exemptions.

Workshop ended at 5:38pm

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:

None

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

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 15, 2022, City Council Meeting
- b. Minutes – November 22, 2022, Special City Council Meeting
- c. Payables – November 8, 2022 – November 28, 2022
- d. Hydrilla Estates Master Development Agreement
- e. Frontage Improvement Waiver Request for 513 W. 14th Ave
- f. Disposal of a 2013 John Deere Mulching Mower by the Parks Department
- g. Revised Schedule 1 Agreement with Gunnerson Consulting and Communications Site Services.
- h. Cash and Investment Report for September 2022
- i. Jacklin Highway 41 Project Construction Improvement Agreement

Mayor Jacobson: Had a question about payables, under the Mayor’s budget lines was a chipseal payment that should not be from the Mayor’s budget but probably should be on the Streets budget. (from the Audience) Jason Faulkner, Finance Director: He will look into it and change it to the correct code.

Motion by Malloy to approve the Consent Calendar as presented with a double check on the coding for the chipseal.

Second by Borders

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

Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Update to Fee Resolution FY 2023

Public Hearing opened at 6:02pm

Staff Report

Jason Faulkner, Finance Director presenting: There are some updated fees in the resolution for FY 2023. Ross Point Water District wanted to up their fees to \$50 for us to be able to reimburse them. There was also an issue with the Fire and EMS fees on hotels per square foot. Parks also had some changes for next year. The changes are highlighted in the staff report in yellow.

Testimony – None

Public Hearing closed at 6:03pm

Motion by Malloy to bring back a resolution for the updates to the FY 2023 Fees

Second by Borders

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

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Ordinance – Hydrilla Estates Zone Change to R1

Motion by Thoreson to place the Ordinance Hydrilla Estates Zone Change to R1 on its first and only reading by title only while under suspension of the rules.

Second by Borders

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

Motion Carried

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 SUBURBAN (R1S) TO SINGLE-FAMILY RESIDENTIAL (R1). 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 SUBERSEDED; AND PROVIDING AN EFFECTIVE DATE

Motion by Thoreson to approve the Ordinance Hydrilla Estates Zone Change to R1 and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Malloy

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

Motion Carried

- a. Tertiary Treatment Upgrade – Amendment 7 to the Professional Services Agreement with JUB Engineers

Andrew Arbini, Public Works Project Manager presenting: This presentation is for both amendments to the contracts for the Tertiary Treatment Upgrade. Construction will not be completed per the original contract schedule. The extended deadline for the NPDES permit has been approved and previously presented to Council. The new construction completion deadline is November 30, 2023. Delays are mainly due to global supply chain impacts (labor issues are in this category as well), extended lead time for the generators, and masonry work at the Membrane building. These changes add 308 additional days to the construction schedule, hence the need for updates to these two contracts. The JUB amendment is \$1,756,060 plus a 2% contingency, which also includes their

separate consultants. The second amendment with PAC is for \$26,194 plus a 10% contingency to complete wage compliance services required with our loan. \$1M of the cost of the amended agreements will come from Federal funds (ARPA) with the remaining balance from cap fees. In FY 22 the city exceeded projections on cap fees by \$600k which will provide most of the remaining needed funds for these amendments. They don't anticipate any changes to existing projects because of the use of these funds on the Tertiary Treatment Upgrade Project at this time. Public Works will provide another overall update on the project in early 2023.

Mayor Jacobson: \$1.7M for an additional 308 days of contract seems like a significantly large number.

Arbini: This is not an insignificant increase to the project. This isn't just JUB Construction Management, it also includes several other consultants. The amendment also considers the last two years of historical information on the project. They've seen increased submittals from contractors on individual items, which causes more time needed for JUB to review items. It seems to be in line with what Public Works has seen in the past.

Jacobson: We have a good working relationship with JUB but that seems like an extreme number. Second question is what do you mean by "excess Capacity fees" because we just increased our Capacity fees, so if we had excess why did we ask to increase those fees?

John Beacham, Public Works Director: That was simply looking at the budget for FY 2022. Every year we have an estimate for cap fees based on how much gets built out, and we budget conservatively. Based on those conservative estimates, the cap fees came out above what we estimated. That's a result of the increase in the cap fees that were mentioned and just the almost record amount of growth we had in the last year. Those funds are put right into the capital funds budget to work on projects such as this. In a perfect world you could use an excess like what we saw this year towards a project that would decrease future rates, but that project isn't identified yet, and in this case is being used for cost overages.

Jacobson: Will that cause us an issue in the future?

Beacham: We are midway through an update to the Water Reclamation Facility Plan that looks at all the projects out twenty years and that looks at where we are with finances today and in the next twenty years. I don't see any foreseeable major issues.

Jacobson: You guys have done a great job managing a very difficult project, I just wanted to make sure I understand what "excess" cap fees entails and I wanted to make sure you folks are completely comfortable with the increase contract amount for JUB.

Beacham: We are still at about 20% of the contract value for the entire engineering services contract, which is typical for a wastewater project. This project has been a lot more taxing on the engineers because there's more things coming at them than in the past.

Malloy: A lot of the reason for the extension in the project is supply chain issues and lead time on the generators, so the assumption is there's a lot of waiting around. Is JUB charging us more to wait around for the generators to show up?

Beacham: There's not a lot of waiting around, there's a lot of working around. For example, if you don't have piece A that you need for now, you go work on something else while you wait for piece A, but then when you come back with piece A, it's more complicated to complete the first thing you were working on.

Shelly Enderud, City Administrator: There's also a lot of negotiating that our staff and JUB do with our contractors when it comes to some of the pricing because they are overpricing some of the time.

**Motion by Malloy to approve the Tertiary Treatment Upgrade Amendment 7 to the Professional Services Agreement with JUB Engineers.
Second by Borders**

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

- b. Tertiary Treatment Upgrade – Panhandle Area Council, Request for Increase of Contract Amount

Motion by Malloy to approve the Tertiary Treatment Upgrade Panhandle Area Council Request for Increase of Contract Amount

Second by Borders

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

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ACTION ITEMS:

- a. Pursuit of Ordinance to Maintain Protections of Sensitive Resource Aquifer

Craig Borrenpohl, Utility Manager presenting: We have some representatives of the Panhandle Health District here and they may be able to provide more insight on this issue. This is introducing a topic for future consideration. Giving some background on the topic and talking about questions or concerns that you might see. Critical materials are anything that might be a contaminant that could get into our drinking water system. The Critical Materials Program as it is administered now looks at the storage of any of those contaminants and make sure that it's done appropriately. Right now, the Critical Materials Program is a set of rules administered by the Panhandle Health District. What we are considering is taking those rules and converting them into a Post Falls Ordinance. The ordinance would provide for continuation of existing special protections for the Rathdrum Prairie Aquifer. Consideration of an ordinance would be at a future date through the normal process. We are considering this because the rules that are currently protecting our sensitive resource aquifer are in a temporary status which is expected to expire at the end of the next legislative session. City staff and Health District staff met to discuss options. An ordinance with the city would support a local solution to a local problem. Currently there is no treatment required in our system now, we pump, store, and distribute. The existing protections give the Post Falls Citizens a direct benefit by protecting our drinking water and they would benefit from continuation of those protections. If those protections were to go away, we would see direct harm to the citizens. Installing and operating treatment systems at each well would be extremely costly. If adopted, the program would be funded and administered via existing mechanisms (it is currently administered by Panhandle Health District Staff and funded through Aquifer Protection District Appropriation). There are other governing bodies looking at converting these rules. Kootenai County recently adopted the state's five acre rule where it limits the density of septic systems over the aquifer. The state rules have been in place for decades, but it is now in a temporary status and expected to expire.

Eric Kempner, Panhandle Health District: The Health District (PHD) has been involved in aquifer protection since 1977. We are talking about the drinking source for the entire area. Why this is important now is because in the 2019 Legislative Session the Legislature did not move all the administrative rules forward, so they expired. We spent three years trying to get the rules reauthorized. It is a very onerous process, and it wasn't completed. It was considered a local issue

and not a state issue. The current effort is to work with municipalities to continue those same protections that the community has benefited from for the past four decades.

Jacobson: If Council wants to move forward with this, you would bring back a proposed ordinance?

Borrenpohl: Correct. The rules are existing so its not a heavy lift to convert them to the city ordinance.

Councilor Thoreson: The appropriation that pays for this, its \$5.75 is what everyone pays annually for this.

Borrenpohl: That funds more than just this.

Malloy: For all practical purposes nothing changes?

Borrenpohl: Yes. Its analogous to our pretreatment program, this is similar on the drinking water side. I would look to Warren to if we have the ability to delegate to another entity the administration of this ordinance, but that's my understanding.

Warren Wilson, City Attorney: We should be able to do it.

Motion by Malloy to direct staff to prepare an ordinance and bring it back

Second by Borders

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

Motion Carried

5. CITIZEN ISSUES

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Jacobson: The City's Facebook posts on snow plowing - there's always those that have an issue or concern, and they should reach out and let City Staff know. For each negative comment there were probably four of five positive ones. The Streets Department spent a lot of time and effort in creating a plan and keeping people updated. During that first snowfall there was a crew on throughout the night until 6am, then another crew started at 6am until 6pm, and they continued to do that until the entire city was plowed. There are times that streets will be missed so call in and let staff know. Thank you to the people who are out there clearing the streets while we are sleeping in our warm houses. Secondly, we lost a true gentleman's gentleman, Ron Oran, who passed away yesterday. He was a banker, there was no finer banker. Keep his family in your thoughts and prayers. Continue to drive safely as we see additional snow approaching, the roads will be slick.

Thoreson: Shoutout to Short Green Company and the beautiful lighting display at the Post Fall Police Department. This is the sixth year they have donated the labor and the lights. It makes a difference for the Police Officers and those that work at the Police Department. Also, Holidays and Heroes was two days ago. The generosity to the people who contribute the funding and time to that is incredible. Thank you to Kootenai County Fire and Rescue and Post Falls Police for doing that.

8. EXECUTIVE SESSION

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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

Motion by Thoreson to enter into Executive Session pursuant to Idaho Code 74-206(1)(c), to acquire and interest in real property which is not owned by a public agency, further that no action will be taken during the session and the session will last approximately 10 minutes.

Second by Malloy

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

Motion Carried

Entered Executive Session at 6:44pm

RETURN TO REGULAR SESSION 6:54PM

ADJOURNMENT 6:54PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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

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Vision

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

Post Falls Check Approval



City of Post Falls

Packet: APPKT09916 - Check Run 12.12.22 CR 12.21.22
 Vendor Set: 01 - Vendor Set 01

Check Date: 12/13/2022

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN11948	CHUBBS LLC				
APMWB	Check	WRENLEY ESTATE	WRENLEY ESTATES BOND RELEASE	001-22115	43,084.86
VEN14714	Shae Bishop				
APMWB	Check	67373	Trailhead Damage Deposit Refund	001-22080	250.00
Balance Sheet Accounts Total:					43,334.86
Dept: 411 Mayor & Council					
J070	Jobs Plus				
APMWB	Check	221002	Charitable contribution CdAEDC-Jobs plus	001-411.0000.62360	25,000.00
Dept 411 Total:					25,000.00
Dept: 413 General Services					
A510	AIC - Association of Id Cities				
APMWB	Check	200009457	CODC Lunch Shelly	001-413.0000.64010	50.00
Dept 413 Total:					50.00
Dept: 414 Finance					
VEN14240	ACRAnet- CBS Branch				
APMWB	Check	21921	File # 165647 Ficca	001-414.0000.62080	59.00
A4280	Anderson Bros. CPA's				
APMWB	Check	8239	Audit progress billing	001-414.0000.62091	6,000.00
B091	BDS				
APMWB	Check	85338	Delinquency Notices	001-414.1445.62170	1,016.80
		84665	Utility Billing	001-414.1445.62170	5,276.27
		85338	Delinquency Notices	001-414.1445.62190	509.63
		84665	Utility Billing	001-414.1445.62190	3,109.41
D09750	DeVries Info Management				
APMWB	Check	0158694	On-site record destruction for Legal and Financ	001-414.0000.62040	55.00
Dept 414 Total:					16,026.11
Dept: 415 City Clerk					
P4634	PRIMA				
APMWB	Check	10008604	Membership renewal Shannon Howard	001-415.0000.62060	385.00
S570	Sterling Codifiers, Inc.				
APMWB	Check	21814	Annual Web Hosting Fee	001-415.0000.62030	500.00
Dept 415 Total:					885.00
Dept: 418 Human Resources					
VEN13187	Checkr Inc				
APMWB	Check	570364	Background Checks	001-418.0000.64020	18.00
Dept 418 Total:					18.00
Dept: 421 Police					
A0001	Alsco				
APMWB	Check	LSPO2578400	PD Shop uniforms	001-421.4000.72000	12.73
		LSPO2584869		001-421.4000.72000	12.73
		LSPO2576246		001-421.4000.72000	12.73
		LSPO2580540		001-421.4000.72000	12.73
		LSPO2582692		001-421.4000.72000	12.73
		LSPO2587015		001-421.4000.72000	12.73
		LSPO2571913		001-421.4000.72000	12.73
C140	CDW Government Inc.				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	FJ66470	Symantec Email.cloud antispam srv annual rer	001-421.0000.66043	1,625.00
C1799	Cerium Networks						
		APMWB	Check	I098028	Meraki Mobile Device Management Service	001-421.0000.66043	6,246.60
C210	City of Post Falls						
		APMWB	Check	INV0145019	City Utilities December 2022	001-421.0000.65004	61.90
C220	Coleman Oil Co						
		APMWB	Check	CL33597	PD fuel	001-421.0000.64030	4,905.56
C410	Country Lock & Key, Inc.						
		APMWB	Check	10653	Replace security lock on patrol side entrance	001-421.0000.68010	760.00
F030	FedEx						
		APMWB	Check	391063009325	Shipping of evidence - Uhrig	001-421.0000.63070	59.65
VEN13191	Intermax Networks						
		APMWB	Check	232457	Fiber connection to County	001-421.0000.62040	475.00
K080	Knudtsen Chevrolet and GMAC						
		APMWB	Check	6240611	Key fob - PFPD115	001-421.0000.67100	69.49
				6240825	Replace module - PFPD96	001-421.0000.67170	1,077.26
N001	Napa Auto Parts						
		APMWB	Check	3688-202217	Batteries for shop	001-421.0000.63130	53.48
				3688-202196	Step bit for shop	001-421.0000.67090	78.72
				3688-199734	Brakes - PFPD118	001-421.0000.67100	158.16
				3688-200894	Fan assembly, temp sensor - PFPD101	001-421.0000.67100	214.59
				3688-201057	Battery - PFPD146	001-421.0000.67100	201.63
				3688-199787	Credit for rotors	001-421.0000.67100	-93.36
				3688-200255	Sand pads for stock	001-421.0000.67100	10.40
				3688-201156	Gasket - PFPD101	001-421.0000.67100	14.66
				3688-200896	Thermostat - PFPD101	001-421.0000.67100	35.23
				3688-202239	Fuel pressure sensor - PFPD123	001-421.0000.67100	69.73
				3688-201935	HVAC Defrost actr - PFPD118	001-421.0000.67100	98.36
				3688-199662	Sway bar links - PFPD105	001-421.0000.67100	98.70
				3688-202608	Brakes - PFPD96	001-421.0000.67100	195.78
				3688-201368	Tire chains - PFPD105	001-421.0000.67100	122.47
				3688-202568	Battery - PFPD96	001-421.0000.67100	123.93
				3688-199741	Rotors - PFPD118	001-421.0000.67100	172.34
				3688-201919	Dual fan assembly - PFPD118	001-421.0000.67100	168.65
				3688-201970	Battery - Stock	001-421.0000.67100	135.33
				3688-200854	Dual fan assembly - PFPD100	001-421.0000.67100	168.65
				3688-201060	Battery - PFPD100	001-421.0000.67100	123.93
				3688-200154	Stoplight switch - PFPD92	001-421.0000.67100	21.88
P180	Perfection Tire						
		APMWB	Check	1049315	Alignment - PFPD101	001-421.0000.67170	70.00
				1048934	Tires - PFPD101	001-421.0000.67190	568.80
				1047259	Tires - PFPD93	001-421.0000.67190	790.00
VEN12205	SpectraSite Communications, LLC						
		APMWB	Check	4105554	Herborn tower rental	001-421.0000.62040	631.13
Dept 421 Total:							19,602.76
Dept: 423 Oasis							
VEN02102	Stevens, Randi M.						
		APMWB	Check	711	VSU Group counseling	001-423.1153.68400	510.00
Dept 423 Total:							510.00
Dept: 424 Legal							
C220	Coleman Oil Co						
		APMWB	Check	CL36051	November Fuel	001-424.0000.64030	116.36
D09750	DeVries Info Management						
		APMWB	Check	0157682	On-site record destruction	001-424.0000.63060	55.00
				0158694	On-site record destruction for Legal and Financ	001-424.0000.63060	55.00
I115	Idaho Prosecuting Attys. Assoc						
		APMWB	Check	12.08.22	IPAA Membership	001-424.0000.62060	600.00
Dept 424 Total:							826.36

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 427 Animal Control					
A254	Allegra Print & Imaging				
APMWB	Check	200816	Animal Safety adoption forms	001-427.0000.63210	162.23
C220	Coleman Oil Co				
APMWB	Check	CL33597	PD fuel	001-427.0000.64030	217.22
Dept 427 Total:					379.45
Dept: 431 Streets					
C210	City of Post Falls				
APMWB	Check	INV0145019	City Utilities December 2022	001-431.0000.65004	62.57
C220	Coleman Oil Co				
APMWB	Check	CL36051	November Fuel	001-431.0000.64030	9,535.44
L071	Local Highway Technical Assistance Council-		LHTAC		
APMWB	Check	T2111622BMP-5	Environmental BMP training	001-431.0000.64020	840.00
		T2111722BM-4	Basic Math course	001-431.0000.64020	480.00
VEN05363	North 40 Outfitters				
APMWB	Check	041386/E	Grease Gun	001-431.0000.67090	229.99
		041126/E	nozzle & Kerosene	001-431.0000.68080	159.97
P1001	Pape Machinery				
APMWB	Check	70444906	Landscape Loader pick up	001-431.0000.67070	310.00
P230	Post Falls Press/CDA Press				
APMWB	Check	0000001580	Adv for plow bids	001-431.0000.62000	107.84
R251	Serights Ace Hardware				
APMWB	Check	337846/1	Nitrile Gloves	001-431.0000.63000	22.49
VEN14310	US Fleet Tracking LLC				
APMWB	Check	429865	Monthly fleet tracking	001-431.0000.66016	539.10
Dept 431 Total:					12,287.40
Dept: 433 Facility Maintenance					
C220	Coleman Oil Co				
APMWB	Check	CL36051	November Fuel	001-433.0000.64030	296.36
G098	Grainger				
APMWB	Check	9538010548	First Aid kit	001-433.0000.63730	47.28
R251	Serights Ace Hardware				
APMWB	Check	337619/1	snow blower supplies	001-433.0000.67030	39.58
Dept 433 Total:					383.22
Dept: 434 Fleet Maintenance					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	90134	S220	001-434.0000.63011	229.68
		90152	C5515-8	001-434.0000.63011	57.12
		90104	Hoses S210	001-434.0000.63011	39.60
A0001	Alsco				
APMWB	Check	LSPO2588323	Uniforms and Rugs	001-434.0000.63160	137.39
C130	Coeur d'Alene Tractor				
APMWB	Check	CDA-1067298	Kubota service - P442	001-434.0000.67170	1,108.66
		CDA-1067457	Kubota Service	001-434.0000.67170	462.59
		CDA-1067458	oil filters	001-434.0000.67170	-128.04
C220	Coleman Oil Co				
APMWB	Check	CL36051	November Fuel	001-434.0000.64030	287.21
G098	Grainger				
APMWB	Check	9530953539	O-Rings	001-434.0000.63011	18.84
		9530953547	cable ties	001-434.0000.63011	31.50
		9530953539	O-Rings	001-434.0000.63012	18.84
		9530953547	cable ties	001-434.0000.63012	31.50
		9530953539	O-Rings	001-434.0000.63013	18.83
		9530953547	cable ties	001-434.0000.63013	31.50
N001	Napa Auto Parts				
APMWB	Check	3688-201883	air filters - stock	001-434.0000.63011	18.59
		3688-199574	Battery S344	001-434.0000.63011	318.10
		3688-201331	Shop Towels	001-434.0000.63011	30.80

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	3688-203232	Battery S514	001-434.0000.63011	34.68
		3688-199731	Pressure Washer battery	001-434.0000.63011	9.90
		3688-203919	Rotella 30w oil - S217	001-434.0000.63011	6.94
		3688-199730	Battery Core Credit	001-434.0000.63011	-63.00
		3688-197279	Credit memo	001-434.0000.63011	-131.22
		3688-204489	Core Deposit	001-434.0000.63011	-54.00
		3688-197279	Credit memo	001-434.0000.63012	-131.22
		3688-199731	Pressure Washer battery	001-434.0000.63012	9.89
		3688-201883	air filters - stock	001-434.0000.63012	18.59
		3688-201331	Shop Towels	001-434.0000.63012	30.80
		3688-199731	Pressure Washer battery	001-434.0000.63013	9.90
		3688-201883	air filters - stock	001-434.0000.63013	18.60
		3688-197279	Credit memo	001-434.0000.63013	-131.21
		3688-201331	Shop Towels	001-434.0000.63013	30.80
		3688-202202	Snow brush fleet truck	001-434.0000.67090	129.90
		3688-199864	Oil absorption mat	001-434.0000.67120	196.30
		3688-202498	Ice Melt	001-434.0000.68010	29.16
VEN14316	Reliable Towing				
APMWB	Check	22-65180	Towing of S219	001-434.0000.67170	1,126.58
S460	Spray Center Electronics, Inc.				
APMWB	Check	264913	Machined Impellar	001-434.0000.63011	170.38
		264951	Parts for S217	001-434.0000.63011	1,317.88
VEN02288	Superior Fluid Power Inc				
APMWB	Check	18941	welded cylinder S215	001-434.0000.67170	575.76
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240052750-00	Lined Hose clamps	001-434.0000.63011	24.36
				001-434.0000.63012	24.36
				001-434.0000.63013	24.35
T106	Titan Truck Equipment				
APMWB	Check	1336879	S211 underbed	001-434.0000.63011	1,000.25
		1338292	Cupholder mount M118	001-434.0000.63013	88.00
		C87197	Winch replacement	001-434.0000.67020	-544.00
VEN13987	Western Peterbilt, LLC				
APMWB	Check	027P225998	Battery S211	001-434.0000.63011	282.50
Dept 434 Total:					6,817.94
Dept: 441 Urban Forestry					
C220	Coleman Oil Co				
APMWB	Check	CL36051	November Fuel	001-441.0000.64030	406.28
Dept 441 Total:					406.28
Dept: 442 Cemetery					
C210	City of Post Falls				
APMWB	Check	INV0145019	City Utilities December 2022	001-442.0000.65004	148.59
C2961	Cold Spring Granite Company				
APMWB	Check	RI 1970327	Peterson Peggy	001-442.0000.63760	277.00
		RI 1970328	Nichols Laurie	001-442.0000.63760	277.00
		RI 1967114	Rosalia Church	001-442.0000.63760	1,019.00
		RI 1970236	Atchison, Elaine	001-442.0000.63760	277.00
C220	Coleman Oil Co				
APMWB	Check	CL36051	November Fuel	001-442.0000.64030	430.96
Dept 442 Total:					2,429.55
Dept: 443 Parks					
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003009099	Acetylene for the Welder	001-443.0000.64030	8.79
A365	American On-Site Services				
APMWB	Check	490206	Skate Park Portable Restroom	001-443.0000.65050	132.50
		490207	White Pine Portable Restroom	001-443.0000.65050	132.50
		490205	Black Bay Portable Restroom	001-443.0000.65050	100.70
		490248	Falls Park Portable Restroom	001-443.0000.65050	79.50

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
	APMWB	Check			
		490209	Tullamore Portable Restroom	001-443.0000.65050	79.50
		490208	Kiwanis Portable Restroom	001-443.0000.65050	79.50
		490204	Corbin Portable Restrooms	001-443.0000.65050	159.00
		490203	Portable Restroom Q'emiln	001-443.0000.65050	484.00
		490595	Tullamore Portable Vandalism	001-443.0000.67050	440.04
A497	Arrow Construction Supply, Inc				
	APMWB	Check			
		356925	Snow Markers	001-443.0000.67030	188.00
C210	City of Post Falls				
	APMWB	Check			
		INV0145019	City Utilities December 2022	001-443.0000.65004	2,848.32
C280	Coeur d'Alene Power Tool				
	APMWB	Check			
		2-226192	nails and sand belts for warehouse	001-443.0000.67030	93.00
		2-225252	Tool Repair	001-443.0000.67050	44.25
C130	Coeur d'Alene Tractor				
	APMWB	Check			
		CDA-31736	Paddle snow thrower	001-443.0000.66190	849.00
C220	Coleman Oil Co				
	APMWB	Check			
		CL36051	November Fuel	001-443.0000.64030	2,775.93
C360	Consolidated Supply Co.				
	APMWB	Check			
		S011129280.001	Gloves & Knee Pads for safety	001-443.0000.63110	45.59
C410	Country Lock & Key, Inc.				
	APMWB	Check			
		10045	Lock install	001-443.0000.62180	62.25
		10390	Q'emiln dead bolt installation	001-443.0000.62180	243.40
		10512	Install dead bolt at Sportsmans Park	001-443.0000.62180	404.90
		10265	Tullamore & White Pine lock install	001-443.0000.62180	1,138.35
		10700	Keys for Shop Gate	001-443.0000.67030	9.96
F020	Fastenal Company				
	APMWB	Check			
		IDCOE169476	Bungee Cords for Mow Crew	001-443.0000.67030	29.94
		IDCOE170854	Hardware for Stock	001-443.0000.67030	35.73
		IDCOE171040	Bolts for Tent	001-443.0000.67030	287.17
G098	Grainger				
	APMWB	Check			
		9531976331	Cable Ties for Stock	001-443.0000.67030	32.36
H1957	Horizon				
	APMWB	Check			
		2S181004	Electrical Tape - Christmas lights	001-443.0000.67030	5.10
I110	Idaho Fence Co, Inc.				
	APMWB	Check			
		46634	Shop Gate Repair	001-443.0000.62180	360.00
L109	Lowe's Credit Services				
	APMWB	Check			
		358176841	Bolts & wedges for Lean-to	001-443.0000.67030	90.29
G0204	Playcore Wisconsin, Inc				
	APMWB	Check			
		PJI-0197233	Woodbridge Playground Parts	001-443.0000.68013	1,705.08
VEN14123	PlayCreation, Inc.				
	APMWB	Check			
		2211-11410	Tullamore Playground Parts	001-443.0000.68013	172.95
R1691	River City Paint & Decorating				
	APMWB	Check			
		52024	Stain for Brett James dugout	001-443.0000.68160	168.69
		52042	Paint for Brett James Dugout	001-443.0000.68160	44.64
VEN09319	Rolled Steel Products, Inc				
	APMWB	Check			
		301367	Rolled Steel for Lean-to	001-443.0000.68160	544.36
S050	Saturday Night Inc.				
	APMWB	Check			
		103367	Uniform Shirts for Parks	001-443.4000.72000	1,359.26
S0760	Seltice Laundry				
	APMWB	Check			
		2222	Car Washes for Parks	001-443.0000.63150	39.16
R251	Serights Ace Hardware				
	APMWB	Check			
		337729/1	Propane for Warehouse	001-443.0000.64030	91.79
		337248/1		001-443.0000.64030	93.16
		337690/1	Part for Museum Electric	001-443.0000.67030	12.59
		337299/1	Electrical Tape for Christmas Lights	001-443.0000.67030	14.30
		337549/1	Hardware	001-443.0000.67030	2.24
		337529/1		001-443.0000.67030	33.35
		337847/1	Hardware for shop	001-443.0000.67030	11.44
		337592/1	Paint stain and brushes	001-443.0000.68160	22.45
		337861/1	Sand for Dugout	001-443.0000.68170	5.93
VEN12934	Valmont Composite Structures				
	APMWB	Check			
		630611	Pilot Hole Driver	001-443.0000.80150	270.11

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>Z026</u>	Ziegler Lumber Co #017				
APMWB	Check	<u>369865</u>	Burn Barrels - Winterfest	001-443.0000.63080	10.96
		<u>367340</u>	Lumber for Construction	001-443.0000.68160	756.20
Dept 443 Total:					16,598.23
Dept: 445 Recreation					
<u>VEN08150</u>	Bradley C Andrysiak				
APMWB	Check	<u>12-3-22</u>	Referee	001-445.0000.62040	88.00
<u>VEN14701</u>	Damon Taggart				
APMWB	Check	<u>12-3-22</u>	Referee	001-445.0000.62040	50.00
<u>VEN12751</u>	David Mallrie				
APMWB	Check	<u>12-3-22</u>	Referee	001-445.0000.62040	44.00
<u>VEN04489</u>	Kroc Center				
APMWB	Check	<u>11-14-22</u>	Theater rental	001-445.0000.63080	675.00
<u>VEN14029</u>	Lamont Miles				
APMWB	Check	<u>12-3-22</u>	Referee	001-445.0000.62040	22.00
<u>VEN07852</u>	Leanna Brenner				
APMWB	Check	<u>12-3-22</u>	Referee	001-445.0000.62040	132.00
<u>VEN11585</u>	Mathew R. Colwell				
APMWB	Check	<u>12-3-22</u>	Referee	001-445.0000.62040	176.00
<u>VEN09700</u>	Michael Bull				
APMWB	Check	<u>12-3-22</u>	Referee	001-445.0000.62040	66.00
<u>VEN09553</u>	Michael E Buratto				
APMWB	Check	<u>12-3-22</u>	Referee	001-445.0000.62040	132.00
<u>VEN09552</u>	Randall Scott Brown				
APMWB	Check	<u>12-3-22</u>	Referee	001-445.0000.62040	132.00
<u>VEN12753</u>	Todd Bitterman				
APMWB	Check	<u>12-3-22</u>	Referee	001-445.0000.62040	110.00
Dept 445 Total:					1,627.00
Dept: 451 Planning & Zoning					
<u>C291</u>	Coeur d' Alene Press				
APMWB	Check	<u>0000002760</u>	Annexation Publication	001-451.0000.62000	192.50
		<u>0000002766</u>	Special Use Permit Publication	001-451.0000.62000	127.82
Dept 451 Total:					320.32
Dept: 452 Building Inspector					
<u>C220</u>	Coleman Oil Co				
APMWB	Check	<u>CL36051</u>	November Fuel	001-452.0000.64030	517.07
<u>VEN14711</u>	Idaho Permit Techs				
APMWB	Check	<u>202212</u>	Olivia Guzman -Dec 1st training	001-452.0000.64020	30.00
Dept 452 Total:					547.07
Dept: 453 Engineering					
<u>C220</u>	Coleman Oil Co				
APMWB	Check	<u>CL36051</u>	November Fuel	001-453.0000.64030	325.87
Dept 453 Total:					325.87
Dept: 481 Capital Improvements/Contracts					
<u>A281</u>	Allied Fire & Security				
APMWB	Check	<u>1278903</u>	Fire services for 1/123-3/31/23	001-481.0000.68390	173.97
<u>C210</u>	City of Post Falls				
APMWB	Check	<u>INV0145019</u>	City Utilities December 2022	001-481.0000.68390	55.13
<u>VEN14713</u>	Iron Mountain Studios LLC				
APMWB	Check	<u>1846</u>	Rear gate signage	001-481.0000.68395	835.00
Dept 481 Total:					1,064.10
Fund 001 Total:					149,439.52

Fund: 003 - PERSONNEL BENEFIT POOL
 Dept: 482 Personnel Pool

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN09421	Assurance Fitness Repair				
APMWB	Check	10258	Equipment Fix	003-482.4000.73000	250.00
VEN08243	Awards Network				
APMWB	Check	00087015	Employee Recognition Awards	003-482.0000.73020	100.65
PRREHN	Rehn & Associates Inc				
APMWB	Check	IN000168116	COBRA Annual Renewal Fee	003-482.0000.62160	150.00
Y0180	Yoga By Cindy				
APMWB	Check	00057	Wellness	003-482.4000.73000	400.00
Dept 482 Total:					900.65
Fund 003 Total:					900.65

Fund: 007 - DRUG SEIZURE PROGRAM

Balance Sheet Accounts

VEN06027	Kootenai County Prosecutor				
APMWB	Check	112922	*Do Not Mail * 22PF22163 Seizure return	007-20020	5,979.00
VEN14712	Randy Ness				
APMWB	Check	112822	*Do Not Mail *22PF15733 Release of funds	007-20020	668.00
Balance Sheet Accounts Total:					6,647.00

Dept: 425 Drug Seizure Program

D070	Dell Marketing LP				
APMWB	Check	10636397165	Mealer and Kirby laptops	007-425.0000.67020	4,324.87
Dept 425 Total:					4,324.87
Fund 007 Total:					10,971.87

Fund: 017 - ANNEXATION FEES

Dept: 410 General Government Services

VEN06558	ARCHITERRA HOMES				
APMWB	Check	12.7.22	BLDR-22-614 Annexation Fee partial refund	017-410.1440.39105	3,376.70
VEN12718	VIKING CONSTRUCTION				
APMWB	Check	12.7.22	BLDR-22-614 Annexation Fee refund	017-410.1440.39105	3,249.70
Dept 410 Total:					6,626.40
Fund 017 Total:					6,626.40

Fund: 023 - SPECIAL EVENTS

Dept: 446 Special Events

H1957	Horizon				
APMWB	Check	2S180915	Christmas Lights	023-446.1603.63000	775.32
		2S180803		023-446.1603.63000	187.47
		2S180810	Credit for Light Return	023-446.1603.63000	-22.00
Dept 446 Total:					940.79
Fund 023 Total:					940.79

Fund: 035 - PUBLIC SAFETY IMPACT FEES

Dept: 420 Public Safety Impact Fees

T105	TischlerBise, Inc.				
APMWB	Check	2022120000028	Impact Fee Study December 2022	035-420.0000.80300	954.00
Dept 420 Total:					954.00
Fund 035 Total:					954.00

Fund: 037 - STREETS IMPACT FEES

Dept: 431 Streets

J105	J-U-B Engineers, Inc.				
APMWB	Check	0157361	SPOKANE ST - PRAIRIE AVE PROJECT	037-431.0000.95134	27,495.08
T105	TischlerBise, Inc.				
APMWB	Check	2022120000028	Impact Fee Study December 2022	037-431.0000.80300	1,956.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14715	Tombstone Investments, LLC				
APMWB	Check	Grange Ave Improve	Grange Ave Improvements Reimbursement	037-431.1305.62040	9,243.95
Dept 431 Total:					38,695.03
Fund 037 Total:					38,695.03
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
T105	TischlerBise, Inc.				
APMWB	Check	2022120000028	Impact Fee Study December 2022	038-443.0000.80300	954.00
Dept 443 Total:					954.00
Fund 038 Total:					954.00
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	90066	PAC Echo 3/8-9/16	650-463.0000.63400	271.66
		89915	Lab Hose	650-463.0000.63400	543.32
		89984	Diaphragm Pump 3/4"	650-463.0000.68025	625.71
		90096	Prevost Regulator 1/4"	650-463.0000.68025	21.94
A424	Anatek Labs, Inc.				
APMWB	Check	2221125	Burly Nov 2022 Follow Up	650-463.0000.68360	45.00
		2219277	Buck Knives Pretreatment compliance samplin	650-463.0000.68360	1,735.00
		2217278	WRF Yearly Pretreatment sampling	650-463.0000.68360	1,950.00
		2221151	BLM at Corbin Park	650-463.0000.68360	330.00
VEN03129	Barr Tech LLC				
APMWB	Check	8567	Bio Soilids Disposal Nov 2022	650-463.0000.62150	42,752.46
VEN14648	Beveridge and Diamond PC				
APMWB	Check	221100056	Legal support for IPDES discharge matters	650-463.0000.62010	1,130.00
B250	Brown Bearing Company, Inc.				
APMWB	Check	9502821593	JAW Coupling Insert	650-463.0000.68025	27.12
C220	Coleman Oil Co				
APMWB	Check	CL36051	November Fuel	650-463.0000.65005	553.87
C360	Consolidated Supply Co.				
APMWB	Check	S011125570.001	6" MJ Cap , 6" Grip Ring	650-463.0000.68025	276.07
C3818	Cooper Fabrication, Inc.				
APMWB	Check	24718	Snowdogg Harness - D104	650-463.0000.67170	513.33
VEN03982	Dally Environmental LLC				
APMWB	Check	2664	Avista Contract No. R-39492 10/28-11/30/2022	650-463.0000.62040	1,053.00
VEN02383	EMD Millipore Corporation				
APMWB	Check	10640551	millipore supplies	650-463.0000.63400	3,633.63
		10656486	Millipak Express Filter	650-463.0000.63400	858.32
F030	FedEx				
APMWB	Check	9-638-68774	Late Fee for invoice 7-912-67293	650-463.0000.68360	10.54
VEN06984	Gravity Consulting, LLC				
APMWB	Check	22202	PCB Water Sampling Oct 2022	650-463.0000.68360	512.42
H030	Hach Company				
APMWB	Check	13358782	Pipet Tip	650-463.0000.63400	78.95
I2731	Inland Environmental Resources				
APMWB	Check	2022-1550	mag 11/22/22	650-463.0000.63008	7,497.16
N001	Napa Auto Parts				
APMWB	Check	3688-202352	Impact Socket	650-463.0000.67090	13.99
		3688-202255	Bottle Jack	650-463.0000.67090	44.06
		3688-202591	Impact Socket	650-463.0000.67090	21.08
		3688-203390	Antifreeze	650-463.0000.68025	71.94
		3688-202215	Bottle Jack	650-463.0000.68025	44.06
		3688-203641	V-Belt, Lighting Cable	650-463.0000.68025	37.28
		3688-202420	Anti-Seize	650-463.0000.68025	27.24
		3688-202346	Bottle Jack & Wrench	650-463.0000.68025	116.34
N500	NSI Solutions, Inc				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	412923	Universal Wastewater Standard	650-463.0000.63400	240.00
P079	Panhandle Health District						
		APMWB	Check	11.01.2022	HEPA/HEP B Vaccine Naomi Job, Lorenzo De	650-463.0000.63110	350.00
P1001	Pape Machinery						
		APMWB	Check	14077898	Air Filters T303	650-463.0000.67170	40.69
				14076792	Filter & Orings T303	650-463.0000.67170	48.66
P310	Platt Electric Supply						
		APMWB	Check	3M60389	Proof Seal	650-463.0000.68025	163.94
P4900	Pumptech, Inc						
		APMWB	Check	0185733-IN	digester pump	650-463.3122.68400	20,289.00
R251	Serights Ace Hardware						
		APMWB	Check	337864/1	Treatment Supplies	650-463.0000.68010	83.66
				337478/1	Nuts & Bolts	650-463.0000.68025	9.00
				337810/1	Thread Tape, Nipple	650-463.0000.68025	17.07
				337787/1	Hot Water Nozzle, Mounting Strips	650-463.0000.68025	54.50
VEN02288	Superior Fluid Power Inc						
		APMWB	Check	18921	welded cylinder	650-463.0000.67170	808.98
T11390	T-O Engineers, Inc.						
		APMWB	Check	210756-12	Phase 2 Hydrogeo CF	650-463.0000.62040	6,525.10
VEN13163	Wapiti Consulting, LLC						
		APMWB	Check	358	Installation of Flip Flop Timer for Mag	650-463.0000.68025	600.00
Z026	Ziegler Lumber Co #017						
		APMWB	Check	370772	Foam Caulk, Sealant	650-463.0000.68010	59.95
				372121	Gray Sealant	650-463.0000.68010	33.98
				372032	Foam Caulk, Expanding Insulating Foam	650-463.0000.68010	38.37
Dept 463 Total:							94,158.39

Dept: 466 Wastewater - Collections

C210	City of Post Falls						
		APMWB	Check	INV0145019	City Utilities December 2022	650-466.0000.65080	33.26
						650-466.0000.65081	815.51
C280	Coeur d'Alene Power Tool						
		APMWB	Check	2-225492	20V Battery, Magnetic Vise, Compact Organiz	650-466.0000.67090	144.98
C220	Coleman Oil Co						
		APMWB	Check	CL36051	November Fuel	650-466.0000.65005	2,034.32
C3090	Columbia Electric Supply						
		APMWB	Check	1120-1011441	transducers	650-466.0000.63006	2,018.26
R251	Serights Ace Hardware						
		APMWB	Check	337819/1	Shop Supplies	650-466.0000.63006	33.44
				337745/1	Paracord, Headlamp	650-466.0000.63330	39.57
				337836/1	Extension Cord	650-466.0000.63330	10.79
VEN05954	Toby's Battery & Auto Electric, LLC						
		APMWB	Check	22120017	Noco - AC Port Plug	650-466.0000.63006	37.90
Dept 466 Total:							5,168.03

Dept: 468 Wastewater - Surface Water

C210	City of Post Falls						
		APMWB	Check	INV0145019	City Utilities December 2022	650-468.0000.65080	95.18
						650-468.0000.65081	4,466.92
C220	Coleman Oil Co						
		APMWB	Check	CL36051	November Fuel	650-468.0000.65005	916.99
Dept 468 Total:							5,479.09

Fund 650 Total: 104,805.51

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating

A293	Allwest Testing & Engin., LLC						
		APMWB	Check	27623	Allwest Tertiary Project November 2022	651-463.3213.90015	1,859.70
J105	J-U-B Engineers, Inc.						
		APMWB	Check	0158187	November WRF Facility Plan Invoice	651-463.3209.95500	13,762.74

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	0158183	Tertiary Upgrade JUB Invoice November 2022	651-463.3213.90015	100,999.88
P050	Panhandle Area Council				
APMWB	Check	31-PFLM	Tertiary Project PAC November 2022	651-463.3213.90015	1,871.00
VEN14291	Sletten Construction Company				
APMWB	Check	AFP-024 1	Tertiary Sletten Pay App 24	651-463.3213.90015	567,672.44
		AFP-024		651-463.3213.90015	567,672.45
Dept 463 Total:					1,253,838.21
Fund 651 Total:					1,253,838.21

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating

VEN14614	Strider Construction Co, Inc				
APMWB	Check	Pay App #6	Ponderosa Strider Pay App #6	652-463.3214.95520	237,665.24
T11390	T-O Engineers, Inc.				
APMWB	Check	200143-30	Ponderosa Lift Station T-O October 2022	652-463.3214.95520	19,553.35
		210583-9	Bentley Lift Station T-O October 2022	652-463.3230.95520	2,912.00
Dept 463 Total:					260,130.59
Fund 652 Total:					260,130.59

Fund: 700 - SANITATION

Dept: 461 Sanitation

VEN04268	Coeur d'Alene Garbage Service				
APMWB	Check	1737980	Q'emiln Dumpsters	700-461.0000.65050	282.42
Dept 461 Total:					282.42
Fund 700 Total:					282.42

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

A090	Accurate Testing Labs LLC				
APMWB	Check	128056	Haloacetic Acids & trihalomethanes	750-462.0000.68360	1,180.00
VEN14124	Badger Meter, Inc.				
APMWB	Check	80113260	Beacon Hosting	750-462.0000.66012	32.76
C210	City of Post Falls				
APMWB	Check	INV0145019	City Utilities December 2022	750-462.0000.65004	352.16
C220	Coleman Oil Co				
APMWB	Check	CL36051	November Fuel	750-462.0000.64030	1,941.38
VEN01107	Filtration Technology				
APMWB	Check	S8283/8901	MIOX Stock Parts	750-462.0000.68025	3,393.67
VEN14482	Gunnerson Consulting and Communication Site Services, LLC				
APMWB	Check	4821	Cell tower lease support October 2022	750-462.0000.62040	2,577.50
H003	H.D. Fowler Company				
APMWB	Check	I6266441	Shop Supplies / Shop Supplies	750-462.0000.63280	1,567.00
VEN09639	McHugh Bromley PLLC				
APMWB	Check	1000 3310	November 2022 water rights legal support	750-462.0000.62010	185.50
P180	Perfection Tire				
APMWB	Check	1050084	Pinion seal W116	750-462.0000.67170	334.47
R251	Serights Ace Hardware				
APMWB	Check	337748/1	Economy Torch Kit	750-462.0000.63280	57.59
		337591/1	Truck Supplies - BD	750-462.0000.63280	63.87
		337541/1	Well 6 Miox Spill Containment	750-462.0000.68025	119.36
Dept 462 Total:					11,805.26
Fund 750 Total:					11,805.26
Report Total:					1,840,344.25



Fund	Account	Amount
001 - GENERAL FUND		
	001-22080	250.00
	001-22115	43,084.86
	001-411.0000.62360	25,000.00
	001-413.0000.64010	50.00
	001-414.0000.62040	55.00
	001-414.0000.62080	59.00
	001-414.0000.62091	6,000.00
	001-414.1445.62170	6,293.07
	001-414.1445.62190	3,619.04
	001-415.0000.62030	500.00
	001-415.0000.62060	385.00
	001-418.0000.64020	18.00
	001-421.0000.62040	1,106.13
	001-421.0000.63070	59.65
	001-421.0000.63130	53.48
	001-421.0000.64030	4,905.56
	001-421.0000.65004	61.90
	001-421.0000.66043	7,871.60
	001-421.0000.67090	78.72
	001-421.0000.67100	2,110.55
	001-421.0000.67170	1,147.26
	001-421.0000.67190	1,358.80
	001-421.0000.68010	760.00
	001-421.4000.72000	89.11
	001-423.1153.68400	510.00
	001-424.0000.62060	600.00
	001-424.0000.63060	110.00
	001-424.0000.64030	116.36
	001-427.0000.63210	162.23
	001-427.0000.64030	217.22
	001-431.0000.62000	107.84
	001-431.0000.63000	22.49
	001-431.0000.64020	1,320.00
	001-431.0000.64030	9,535.44
	001-431.0000.65004	62.57
	001-431.0000.66016	539.10
	001-431.0000.67070	310.00
	001-431.0000.67090	229.99
	001-431.0000.68080	159.97
	001-433.0000.63730	47.28
	001-433.0000.64030	296.36
	001-433.0000.67030	39.58
	001-434.0000.63011	3,342.90
	001-434.0000.63012	2.76
	001-434.0000.63013	90.77
	001-434.0000.63160	137.39
	001-434.0000.64030	287.21
	001-434.0000.67020	-544.00
	001-434.0000.67090	129.90
	001-434.0000.67120	196.30
	001-434.0000.67170	3,145.55
	001-434.0000.68010	29.16
	001-441.0000.64030	406.28
	001-442.0000.63760	1,850.00
	001-442.0000.64030	430.96
	001-442.0000.65004	148.59

001-443.0000.62180	2,208.90
001-443.0000.63080	10.96
001-443.0000.63110	45.59
001-443.0000.63150	39.16
001-443.0000.64030	2,969.67
001-443.0000.65004	2,848.32
001-443.0000.65050	1,247.20
001-443.0000.66190	849.00
001-443.0000.67030	845.47
001-443.0000.67050	484.29
001-443.0000.68013	1,878.03
001-443.0000.68160	1,536.34
001-443.0000.68170	5.93
001-443.0000.80150	270.11
001-443.4000.72000	1,359.26
001-445.0000.62040	952.00
001-445.0000.63080	675.00
001-451.0000.62000	320.32
001-452.0000.64020	30.00
001-452.0000.64030	517.07
001-453.0000.64030	325.87
001-481.0000.68390	229.10
001-481.0000.68395	835.00
Fund 001 Total:	149,439.52
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62160	150.00
003-482.0000.73020	100.65
003-482.4000.73000	650.00
Fund 003 Total:	900.65
007 - DRUG SEIZURE PROGRAM	
007-20020	6,647.00
007-425.0000.67020	4,324.87
Fund 007 Total:	10,971.87
017 - ANNEXATION FEES	
017-410.1440.39105	6,626.40
Fund 017 Total:	6,626.40
023 - SPECIAL EVENTS	
023-446.1603.63000	940.79
Fund 023 Total:	940.79
035 - PUBLIC SAFETY IMPACT FEES	
035-420.0000.80300	954.00
Fund 035 Total:	954.00
037 - STREETS IMPACT FEES	
037-431.0000.80300	1,956.00
037-431.0000.95134	27,495.08
037-431.1305.62040	9,243.95
Fund 037 Total:	38,695.03
038 - PARKS IMPACT FEES	
038-443.0000.80300	954.00
Fund 038 Total:	954.00
650 - RECLAIMED WATER OPERATING	
650-463.0000.62010	1,130.00
650-463.0000.62040	7,578.10
650-463.0000.62150	42,752.46
650-463.0000.63008	7,497.16
650-463.0000.63110	350.00
650-463.0000.63400	5,625.88
650-463.0000.65005	553.87
650-463.0000.67090	79.13
650-463.0000.67170	1,411.66
650-463.0000.68010	215.96
650-463.0000.68025	2,092.21
650-463.0000.68360	4,582.96
650-463.3122.68400	20,289.00
650-466.0000.63006	2,089.60
650-466.0000.63330	50.36

650-466.0000.65005	2,034.32
650-466.0000.65080	33.26
650-466.0000.65081	815.51
650-466.0000.67090	144.98
650-468.0000.65005	916.99
650-468.0000.65080	95.18
650-468.0000.65081	4,466.92
Fund 650 Total:	104,805.51
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3209.95500	13,762.74
651-463.3213.90015	1,240,075.47
Fund 651 Total:	1,253,838.21
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3214.95520	257,218.59
652-463.3230.95520	2,912.00
Fund 652 Total:	260,130.59
700 - SANITATION	
700-461.0000.65050	282.42
Fund 700 Total:	282.42
750 - WATER OPERATING	
750-462.0000.62010	185.50
750-462.0000.62040	2,577.50
750-462.0000.63280	1,688.46
750-462.0000.64030	1,941.38
750-462.0000.65004	352.16
750-462.0000.66012	32.76
750-462.0000.67170	334.47
750-462.0000.68025	3,513.03
750-462.0000.68360	1,180.00
Fund 750 Total:	11,805.26
Report Total:	1,840,344.25

Post Falls Check Approval



City of Post Falls

Packet: APPKT09918 - Check run #2 12.12.22 CR 12.12.22
 Vendor Set: 01 - Vendor Set 01

Check Date: 12/13/2022

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Dept: 414 Finance					
B091	BDS				
APMWB	Check	85676	Utility Billing- Monthly statements	001-414.1445.62170	5,273.04
				001-414.1445.62190	3,076.22
				Dept 414 Total:	8,349.26
Dept: 421 Police					
VEN14572	Axon Enterprise, Inc				
APMWB	Check	INUS115971	License for Records	001-421.0000.62040	421.20
				Dept 421 Total:	421.20
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	85676	Utility Billing- Monthly statements	001-452.0000.62040	50.00
				Dept 452 Total:	50.00
				Fund 001 Total:	8,820.46
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
VEN06538	SGS AXYS Analytical Services Ltd				
APMWB	Check	11550974	PCB sampling for river (1/3 cost)	650-463.0000.68360	1,485.22
				Dept 463 Total:	1,485.22
				Fund 650 Total:	1,485.22
				Report Total:	10,305.68



Fund	Account	Amount
001 - GENERAL FUND		
	001-414.1445.62170	5,273.04
	001-414.1445.62190	3,076.22
	001-421.0000.62040	421.20
	001-452.0000.62040	50.00
	Fund 001 Total:	8,820.46
650 - RECLAIMED WATER OPERATING		
	650-463.0000.68360	1,485.22
	Fund 650 Total:	1,485.22
	Report Total:	10,305.68

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 12.21.22

12/1/2022	\$75.48	90291 AT&T- Long Distance	Pay Before Due Date	001-431.0000.65030
12/1/2022	\$56.62	90292 AVISTA Utilities	Pay Before Due Date	Various
12/1/2022	\$139.98	90293 Charter Communications	Pay Before Due Date	001-412.0000.65040
12/1/2022	\$139.98	90294 Charter Communications	Pay Before Due Date	001-442.0000.65030
12/1/2022	\$134.98	90295 Charter Communications	Pay Before Due Date	001-443.0000.65030
12/1/2022	\$169.98	90296 Charter Communications	Pay Before Due Date	001-443.0000.65030
12/1/2022	\$350.00	90297 East Greenacres Irr Water Shut offs	Past Due	750-462.3317.33610
12/1/2022	\$41.93	90298 Kootenai Electric	Pay Before Due Date	001-443.0000.65021
12/1/2022	\$457.69	90299 Level 3 Communications	Pay Before Due Date	Various
12/1/2022	\$2,420.36	90300 Level 3 Communications	Pay Before Due Date	Various
12/1/2022	\$719.34	90301 One Call Concepts	Pay Before Due Date	Various
12/1/2022	\$720.37	90302 Ricoh USA Inc	Pay Before Due Date	Various
12/1/2022	\$140.00	90303 Ross Point Water	Past Due	750-462.3317.33610
12/1/2022	\$513.59	90304 Verizon Wireless	Pay Before Due Date	Various
12/1/2022	\$11.04	90305 Ziplly Fiber	Pay Before Due Date	650-463.0000.65030
12/1/2022	\$82.63	90306 Ziplly Fiber	Pay Before Due Date	001-445.0000.65030
12/1/2022	\$1,141.57	90307 Ziplly Fiber	Pay Before Due Date	001-421.0000.65030
12/5/2022	\$472,617.00	90308 Owen Equipment Company	Pay Before Due Date	650-466.0000.90040
12/8/2022	\$255.97	90317 Charter Communications	Pay Before Due Date	001-421.0000.65030
12/8/2022	\$6,369.17	90318 Kootenai County Treasurer	Pay Before Due Date	Various
12/8/2022	\$2,030.70	90319 T-Mobile USA	Pay Before Due Date	001-421.0000.65030
12/8/2022	\$289.91	90320 Ziplly Fiber	Pay Before Due Date	001-421.0000.65030
12/8/2022	\$75.60	90321 Ziplly Fiber	Pay Before Due Date	001-421.0000.65030
12/8/2022	\$50.04	90322 Ziplly Fiber	Pay Before Due Date	001-421.0000.65030
12/9/2022	\$289.32	90323 Idaho State Tax Comission	Pay Before Due Date	001-22095
12/9/2022	\$2,500.00	90324 Janet Best	Pay Before Due Date	Various
12/9/2022	\$631.00	90325 Post Falls Food Bank	Pay Before Due Date	001-22110
	\$492,424.25			

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 12/20/2022

DATE: 12/13/2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Ashlar Ranch Annexation Agreement and Dedications File No. ANNX-0004-2022

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes the mayors signature on the Annexation Development Agreement, Right-of-Way, and Easement Dedications for Ashlar Ranch Annexation.

DISCUSSION:

The applicant Ryne Stoker, VS Development LLC, has requested to annex approximately 9.962-acres with the Single-Family Residential (R1) zoning designation. The proposed property is generally located north of 12th Ave and to the east of Highway 41, and west of Maverick Lane.

On June 14, 2022 a public hearing was held before the Planning Department. After hearing the staff report and public testimony, the Commission recommended approval of the zoning request with the annexation. City Council moved to approve the annexation request with the Single-Family Residential (R1) zoning designation after hearing the staff report and public testimony on August 16, 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

DEVELOPMENT AND ANNEXATION AGREEMENT

Ashlar Ranch Annexation

(File No. ANNX-0004-2022)

THIS AGREEMENT is made this 28 day of Nov, 2022 by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **VS Development LLC**, a Nevada Limited Liability Company organized and existing pursuant to the laws of the State of Nevada, with its principal place of business at **8720 Kulka Rd., Las Vegas, NV 89161**.

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

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement in order to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located east of Highway 41, north of 12th Avenue, and west of Maverick Lane and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

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

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

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

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

authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 90 days of the date that service is requested by the Owner, the Owner is authorized to provide temporary service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity from the City, the owner will disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not inhibit the expansion, progression, or continuity of the City's wastewater collection system.
 - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
 - 3.2.2 Sanitary Sewer Surcharges: Owner acknowledges that the Property is within the 12th Avenue Force Main Surcharge Basin and agrees to pay the sewer surcharges established to fund the downstream collection system infrastructure needed to provide permanent sewer service to the Property. The surcharge is based on supplementing the City's existing sewer infrastructure to meet anticipated buildout conditions, as identified within the Cities Wastewater Collection System Master Plan (May 2019 – Keller Associates) and the NE Quadrant Sewer Study (July 2018 – JUB Engineers). The surcharge is currently established as \$2,918.73 per service unit for the 12th Avenue Force Main). Owner agrees to pay the surcharges at the time of building permit issuance for any structures that will be connected to the City's wastewater collection system. Owner further agrees that the amount of the surcharge will be adjusted annually to account for inflation based on the ENR-CCI Index.
 - 3.2.3. Limitation on Development Based on Sewer Flows: The parties agree that the surcharge for the 12th Avenue Force Main Surcharge is based on the need to provide a force main from the 12th Avenue Lift Station to the Water Reclamation Facility. Original facilities within the State Highway 41 Corridor were constructed in 2005 to temporarily utilize

excess capacity that existed within the City's sewer infrastructure south of Interstate 90. Development along the State Highway 41 Corridor and within the City south of the Interstate have consumed a significant amount of the previous excess capacity. In 2020 the City upgraded the 12th Avenue Lift Station to handle regional flows from the State Highway 41 Corridor and to act as a "flow equalization station" to preserve capacity south of the Interstate until sufficient funding is acquired to install the force main to the Water Reclamation Facility. The 12th Avenue Force Main must be constructed prior to flows in the Caton Line reaching 2.1 cubic feet per second. Owner agrees that if the 12th Avenue Force main has not been constructed by the time that the capacity trigger is reached, the City may withhold approval of further subdivision, building permit, or other development permits for the Property until such time as the 12th Avenue Force Main has been constructed and accepted by the City.

- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees that sizes for on-site water mains will be determined by the water system agreeing to provide service to the Property. The Owner agrees to provide on-site sewer lines sized in accordance with the City's Water Reclamation Master Plan – Collections, and to accommodate the projected flows from the Property and from any upstream property with no reimbursement for oversizing.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along 12th Avenue for utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate 20 feet of additional rights-of-way along 12th Avenue, measured from the existing north line of 12th Avenue.
 - 4.1.3. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Zorros Street Avenue for utilities, sidewalks, and storm drainage.
 - 4.1.4. By grant of right-of-way in a form acceptable to the City, Owner will dedicate the west 53 feet of the Property as right-of-way for Zorros Street.
- 4.2. No Impact Fee Credit for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not

granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. CONSIDERATION/FEEES

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

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.

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

be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

- 6.14. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 6.15. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section 6.15.

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

CITY OF POST FALLS

VS DEVELOPMENT LLC

By: _____
Ronald G. Jacobson, Mayor

By:  _____
**Eagle Crest Land, LLC, Manager
Ryne Stoker as Manager of Eagle
Crest Land, LLC**

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO)

County of Kootenai) : ss

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

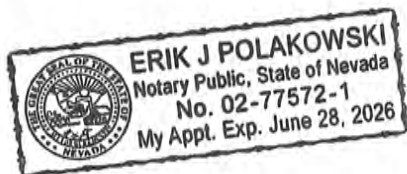
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

STATE OF ^{Nevada} ~~IDAHO~~)
County of ^{Clerk} ~~Kootenai~~) :ss

On this 21 day of November, 2022, before me, a Notary for the State of ^{Nevada} ~~Idaho~~, personally appeared **Ryne Stoker**, known, or identified to me to be **Manager of Eagle Crest Land, LLC**, who is the manager of **VS Development, LLC** and the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **VS Development, LLC** and that the entity authorized him to execute the same on its behalf.

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~~ ^{Nevada}
Residing at: 5637 Fairmeade Way . LV. NV 89131
Commission Expires: June 28, 2026

EXHIBIT "A"

ASHLER RANCH ANNEXATION

A PARCEL OF LAND BEING TRACT 43 BLOCK 31 AND THAT PORTION OF THE PLATTED 12TH AVENUE ADJOINING SAID TRACT 43 PER THE PLAT OF POST FALLS IRRIGATED TRACTS RECORDED IN BOOK C AT PAGE 78 RECORDS OF KOOTENAI COUNTY, IDAHO. SITUATE IN THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP; FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S 00°51'42" W A DISTANCE OF 2642.28 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 31, S 00°51'42" W A DISTANCE OF 1321.14 FEET TO THE INTERSECTION WITH THE CENTERLINE OF 12TH AVENUE, THENCE ALONG SAID CENTER LINE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO THE INTERSECTION WITH THE EXISTING CITY LIMITS OF POST FALLS AND THE **TRUE POINT OF BEGINNING**;

THENCE, ALONG THE EXISTING CITY LIMITS OF POST N 00°49'07" E A DISTANCE OF 657.24 FEET TO THE PROPOSED CITY LIMITS OF POST FALLS;

THENCE, CONTINUING ALONG THE PROPOSED CITY LIMITS, S 88°54'21" E A DISTANCE OF 661.06 FEET;

THENCE, S 00°48'26" W A DISTANCE OF 675.57 FEET TO THE PLATTED SOUTH RIGHT OF WAY LINE OF 12TH AVENUE;

THENCE, ALONG SAID SOUTH RIGHT OF WAY, N 89°03'01" W A DISTANCE OF 661.23 FEET TO THE INTERSECTION OF THE EXISTING POST FALLS CITY LIMITS;

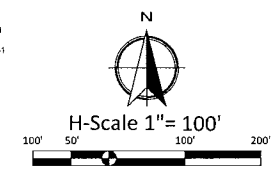
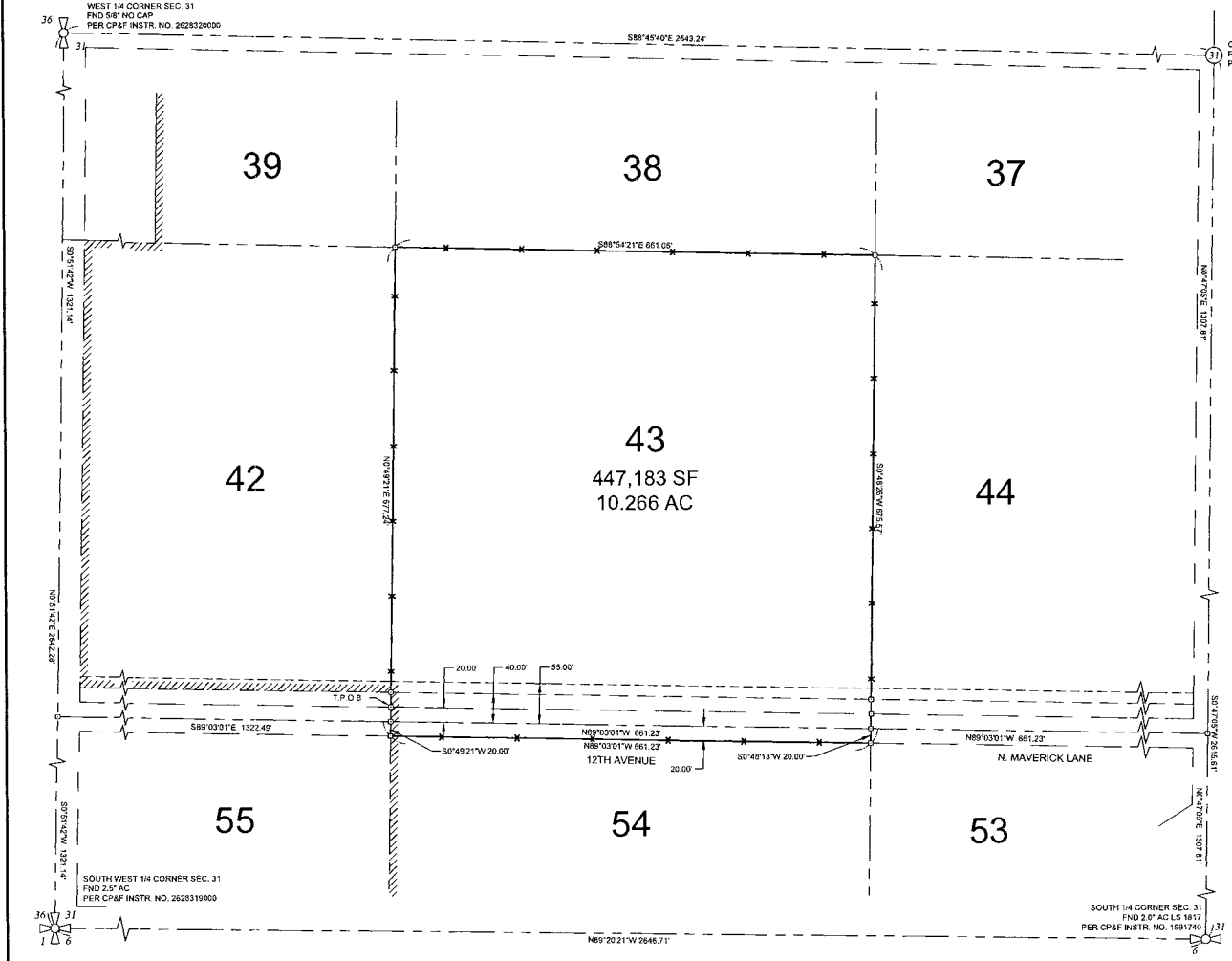
THENCE, ALONG THE EXISTING CITY LIMITS OF POST FALLS, N 00°49'21" E A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 9.962 ACRES, MORE OR LESS.

RECORD OF SURVEY

CITY OF POST FALLS ORDINANCE #
 SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
 INST.# _____



LEGAL DESCRIPTION: EXHIBIT "A"
 THAT PART OF THE SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP;
 THENCE ALONG THE CENTER LINE OF HIGHWAY 41, S 00°51'42" W A DISTANCE OF 1321.14 FEET; THENCE ALONG THE CENTER LINE OF 12TH AVENUE, S 89°03'01" E A DISTANCE OF 1322.48 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N 00°49'00" E A DISTANCE OF 657.24 FEET;
 THENCE S 88°54'21" E A DISTANCE OF 661.05 FEET;
 THENCE S 00°48'27" W A DISTANCE OF 675.57 FEET TO THE SOUTH RIGHT OF WAY LINE OF 12TH AVENUE;
 THENCE N 89°03'01" W A DISTANCE OF 661.23 FEET TO THE INTERSECTION OF THE POST FALLS CITY LIMITS;
 THENCE N 00°49'21" E A DISTANCE OF 20.00 FEET ALONG THE POST FALLS CITY LIMITS TO THE TRUE POINT OF BEGINNING;
 CONTAINING 9.992 ACRES, MORE OR LESS.

- REFERENCES**
 IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 RECORD OF SURVEY BY JON A. GORDON P.L.S. 13911, RECORDED IN BOOK 28, OF SURVEYS AT PAGE 408, UNDER INSTRUMENT NO. 2509253000.
 - R-2 ANNEXATION MAP BY MARK W. DUFFER P.L.S. 9095, RECORDED IN BOOK 21 OF SURVEYS, AT PAGE 353, UNDER INSTRUMENT NO. 1748293.
 - R-3 RECORD OF SURVEY BY JAMES W. STILLINGER P.L.S. 5078, RECORDED IN BOOK 14 OF SURVEYS, AT PAGE 14, UNDER INSTRUMENT NO. 1330307.
 - R-4 PLAT OF POST FALLS IRRIGATED TRACTS, RECORDED IN BOOK C OF PLATS AT PAGE 80.

BASIS OF BEARING
 AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011) (EPOCH 2010 0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 0.99992125. A CONVERGENCE ANGLE OF -00°50'34" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

RECORDER'S CERTIFICATE
 THIS MAP WAS FILED IN THE OFFICE OF THE RECORDER, COUNTY OF KOOTENAI STATE OF IDAHO, AT THE REQUEST OF JOHNSON SURVEYING

ON DATE _____ AT _____ O'CLOCK _____ M
 AS INSTRUMENT _____ IN BK _____ OF SURVEYS AT PG _____
 BY _____
 DEPUTY,
 JIM BRANNON, RECORDER, FEE: _____

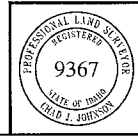
NOTES
 1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.

LEGEND

	N-S 1/4 SECTION CORNER AS NOTED		R.O.W. RIGHT-OF-WAY
	SECTION CORNER AS NOTED		T.P.O.B. TRUE POINT OF BEGINNING
	E-W 1/4 SECTION CORNER AS NOTED		EXISTING POST FALLS CITY LIMITS
	CENTER SECTION CORNER AS NOTED		PROPOSED POST FALLS CITY LIMITS

SURVEYOR'S CERTIFICATE
 I, CHAO J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.

CHAO J. JOHNSON PLS 9367 DATE _____



RECORD OF SURVEY			
ANNEXATION ORDINANCE # SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 31, T 51 N., R 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: 12-08-2021	DRAFTED BY: ATM	PLAT DATE: DEC. 2021	SHEET 1
FILE NAME: 21-288 SURVEY	CHECKED BY: C.JJ	PROJECT No.: 21-288	1

Johnson Surveying

P.O. Box 2544 Post Falls, ID 83877
 208-660-2351
 johnsonsurveying@gmail.com

GRANT OF RIGHT-OF-WAY

Ashlar Ranch Annexation

12th Ave.

File No. ANNX-0004-2022

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

A PARCEL OF LAND BEING A PORTION OF TRACT 43 BLOCK 31 PER THE PLAT OF POST FALLS IRRIGATED TRACTS RECORDED IN BOOK C AT PAGE 78 RECORDS OF KOOTENAI COUNTY, IDAHO. SITUATE IN THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP; FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S 00°51'42" W A DISTANCE OF 2642.28 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 31, S 00°51'42" W A DISTANCE OF 1321.14 FEET TO THE INTERSECTION WITH THE CENTERLINE OF 12TH AVENUE, THENCE ALONG SAID CENTER LINE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO THE INTERSECTION WITH THE EXISTING CITY LIMITS OF POST FALLS; THENCE, ALONG THE EXISTING POST FALLS CITY LIMITS, N 00°49'21" E A DISTANCE OF 20.00 FEET TO THE EXISTING NORTH RIGHT OF WAY OF 12TH AVENUE AND THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING N 00°49'21" E A DISTANCE OF 20.0 FEET TO THE PROPOSED NORTH RIGHT-OF-WAY OF 12TH AVENUE;

THENCE, ALONG THE PROPOSED NORTH RIGHT-OF-WAY, S 89°03'01" E A DISTANCE OF 661.21 FEET;

THENCE, LEAVING PROPOSED NORTH RIGHT OF WAY, S 00°48'13" W A DISTANCE OF 20.0 FEET THE EXISTING NORTH RIGHT OF WAY OF 12TH AVENUE;

THENCE, ALONG THE EXISTING NORTH RIGHT OF WAY, N 89°03'01" W A DISTANCE OF 661.22 FEET TO THE **TRUE POINT OF BEGINNING**.

As depicted in the attached **Exhibit A**

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

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

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

VS Development, LLC

By  _____
Eagle Crest Land, LLC Manager Ryne Stoker as Manager of Eagle Crest Land, LLC

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

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

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

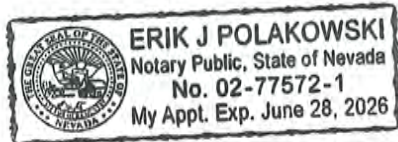
Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

STATE OF Nevada)
 :ss
County of Clark)

On this 28 day of November, 2022, before me, a Notary for the State of Nevada, personally appeared **Ryan Stoker**, known, or identified to me to be the Manager of **Eagle Crest Land, LLC**, whose name is the manager of **VS Development, LLC** and the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of **VS Development, LLC** and that the entity authorized to him to execute the same on its behalf.

Ryan

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

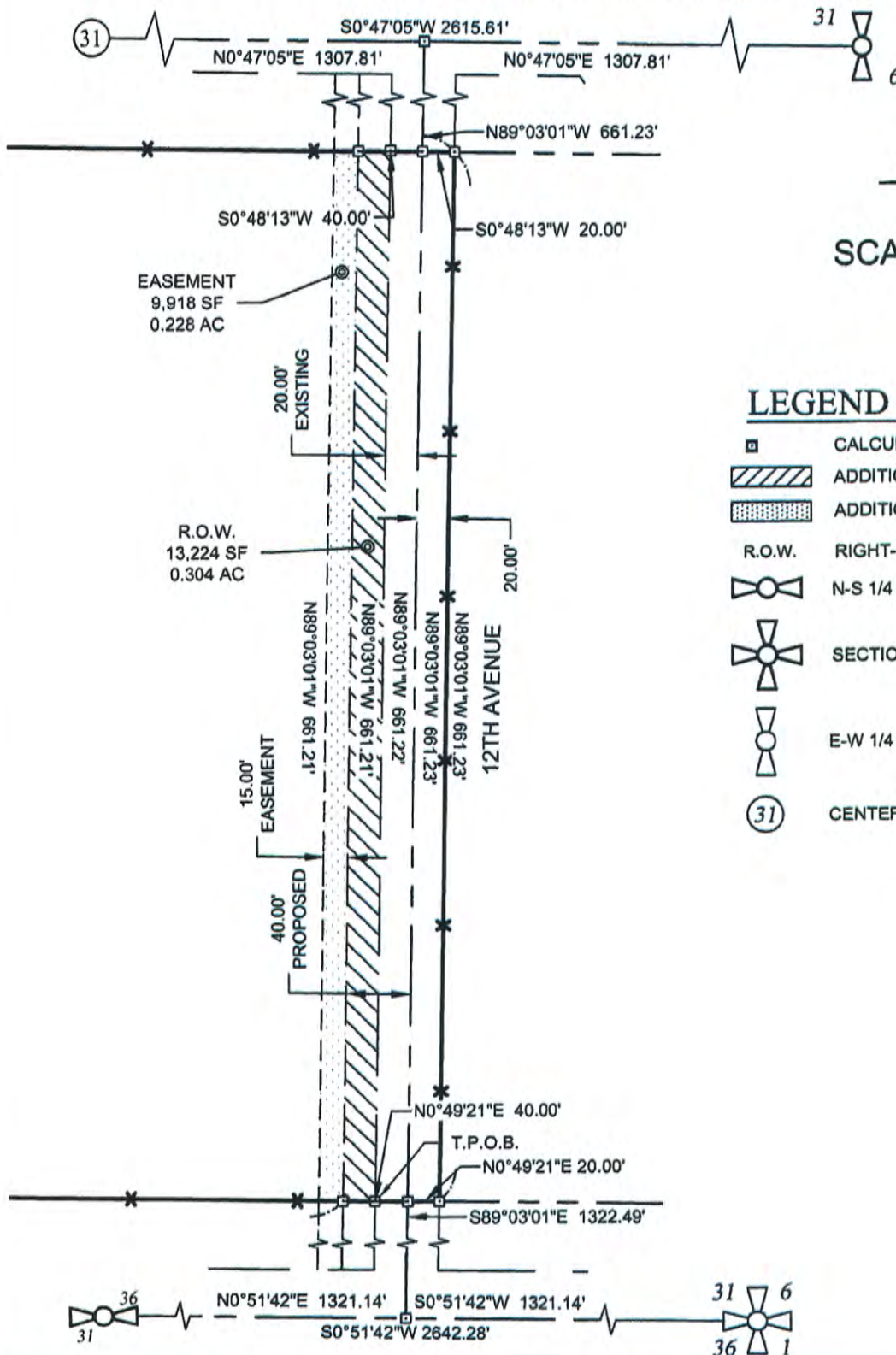


[Signature]

Notary Public for the State of Nevada
Residing at: 5633 Fairmeade Way, Las Vegas NV 89135
Commission Expires: June 28, 2026

EXHIBIT A

12 TH AVENUE RIGHT OF WAY DEDICATION



SCALE: 1"=100'

LEGEND

- CALCULATED POSITION
- ADDITIONAL R.O.W. DEDICATION
- ADDITIONAL UTILITY EASEMENT
- R.O.W. RIGHT-OF-WAY
- N-S 1/4 SECTION CORNER AS NOTED
- SECTION CORNER AS NOTED
- E-W 1/4 SECTION CORNER AS NOTED
- CENTER SECTION CORNER AS NOTED



EXHIBIT B

SW 1/4 NE 1/4 SW 1/4 OF SEC. 31, TOWNSHIP 51 N., RANGE 4 W.,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

Johnson
surveying

DATE SURVEYED: 12-08-2021	DRAFTED BY: ATM	PLOT DATE: NOV. 2022	SHEET 1 / 1
FILE NAME: 21-288 SURVEY	CHECKED BY: CJJ	PROJECT No.: 21-288	

GRANT OF EASEMENT

Ashlar Ranch Annexation

12th Ave.

File No. ANN-0004-2022

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

A PARCEL OF LAND BEING A PORTION OF TRACT 43 BLOCK 31 PER THE PLAT OF POST FALLS IRRIGATED TRACTS RECORDED IN BOOK C AT PAGE 78 RECORDS OF KOOTENAI COUNTY, IDAHO. SITUATE IN THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP; FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S 00°51'42" W A DISTANCE OF 2642.28 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 31, S 00°51'42" W A DISTANCE OF 1321.14 FEET TO THE INTERSECTION WITH THE CENTERLINE OF 12TH AVENUE, THENCE ALONG SAID CENTER LINE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO THE INTERSECTION WITH THE EXISTING CITY LIMITS OF POST FALLS;

THENCE, ALONG THE EXISTING POST FALLS CITY LIMITS, N 00°49'21" E A DISTANCE OF 40.00 FEET TO THE PROPOSED NORTH RIGHT-OF-WAY OF 12TH AVENUE AND THE **TRUE POINT OF BEGINNING**;

THENCE, CONTINUING, N 00°49'21" E A DISTANCE OF 15.00 FEET TO THE NORTH LINE OF THE PROPOSED UTILITY, DRAINAGE AND SIDEWALK EASEMENT;

THENCE, ALONG SAID NORTH LINE, S 89°03'01" E A DISTANCE OF 661.21 FEET;

THENCE, LEAVING SAID NORTH LINE, S 00°48'13" W A DISTANCE OF 15.00 FEET THE PROPOSED NORTH RIGHT OF WAY OF 12TH AVENUE;

THENCE, ALONG PROPOSED NORTH RIGHT OF WAY, N 89°03'01" W A DISTANCE OF 661.22 FEET TO THE **TRUE POINT OF BEGINNING**.

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

TO HAVE AND TO HOLD said easement for public sidewalk, storm water drainage and utilities purposes so long as the same shall be used, operated and maintained as such. The Grantors herein

expressly limits the grant and quitclaim of this easement to its respective interest, and that of its successors, in that parcel of land over, under, upon and across which said easement lies.

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

CITY OF POST FALLS


By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR(S):

VS Development, LLC

By  _____
Eagle Crest Land, LLC Manager Ryne Stoker as Manager of Eagle Crest Land, LLC

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

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

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

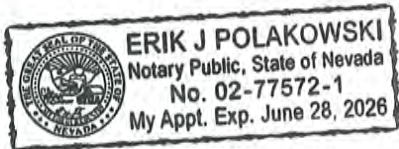
Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

STATE OF Nevada)
 :ss
County of Clark)

On this 28 day of November, 2022, before me, a Notary for the State of Nevada, personally appeared **Ryan Stoker**, known, or identified to me to be the Manager of **Eagle Crest Land, LLC**, whose name is the manager of **VS Development, LLC** and the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of **VS Development, LLC** and that the entity authorized to him to execute the same on its behalf.

Ryan

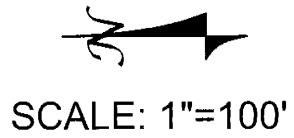
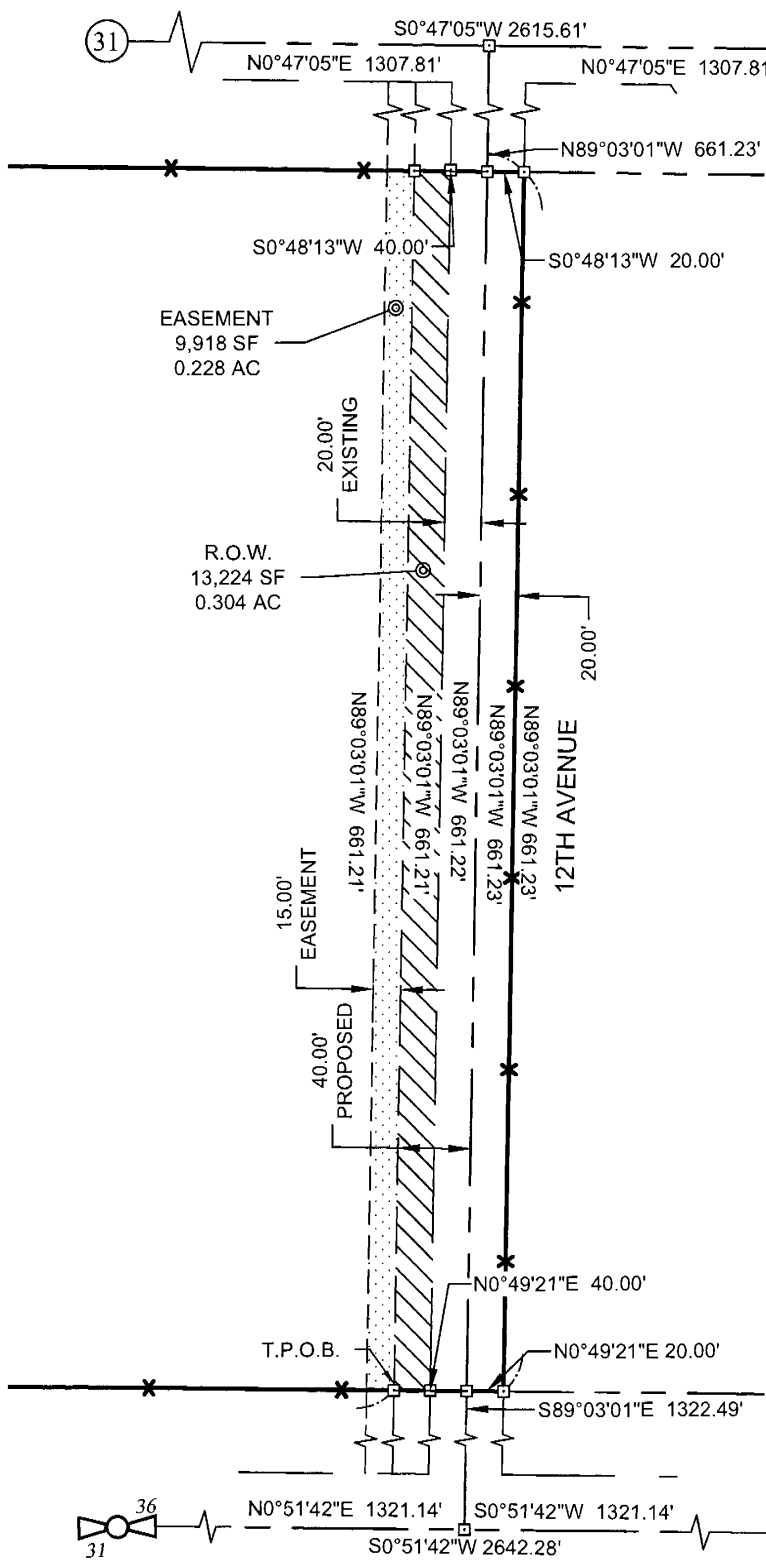
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.



[Signature]
Notary Public for the State of Nevada
Residing at: 5633 Fairmeade Way, LV, NV 89135
Commission Expires: June 28, 2026

EXHIBIT A

12 AVENUE UTILITY, DRAINAGE & SIDEWALK EASEMENT



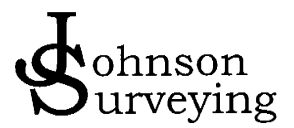
LEGEND

- CALCULATED POSITION
- ADDITIONAL R.O.W. DEDICATION
- ADDITIONAL UTILITY EASEMENT
- R.O.W. RIGHT-OF-WAY
- N-S 1/4 SECTION CORNER AS NOTED
- SECTION CORNER AS NOTED
- E-W 1/4 SECTION CORNER AS NOTED
- CENTER SECTION CORNER AS NOTED



EXHIBIT B

SW 1/4 NE 1/4 SW 1/4 OF SEC. 31, TOWNSHIP 51 N., RANGE 4 W.,
BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



DATE SURVEYED: 12-08-2021	DRAFTED BY: ATM	PLOT DATE: DEC. 2021	SHEET 1 / 1
FILE NAME: 21-288 SURVEY	CHECKED BY: CJJ	PROJECT No.: 21-288	

P.O. Box 2544 Post Falls, ID 83877
208-660-2351
johnsonsurveyingnw.com

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 12/20/2022

DATE: 12/14/2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Joseph Family Trust Reasoned Decision File No. ANNX-22-7

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes the mayors signature on the Reasoned Decision for the Joseph Family Trust Annexation.

DISCUSSION:

The applicant, Joseph Family Trust, requested to annex approximately 41 acres with 20.26 acres zoned as Community Commercial Mixed and 20.74 zoned as Community Commercial Services (CCS). (Requires a Development Agreement). The property is generally located on the northeast corner of W. Prairie Ave. and N. Greensferry Rd.

On July 25, 2022 a public hearing was held before the Planning and Zoning Commission. After hearing the staff report and public testimony, the Commission recommended approval of the requested zones. City Council moved to approved the annexation with requested zoning designations and added conditions that were entered into the Development Agreement, after hearing the staff report and public testimony 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

**Joseph Family Trust Annexation
File No. ANNX-22-7
City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Olson Engineering

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

REQUEST: Zoning recommendation of Community Commercial Mixed (CCM) on 20.26 acres and Community Commercial Services on 20.74 acres for a total of approximately 41 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 Zoning Map
4. A-4 Vicinity Map
5. A-5 Legal and Exhibit Map
6. A-6 Auth Letter
7. A-14 Oliver Deed
8. A-15 Denesha Deed
9. A-16 Turner Deed
10. A-17 Johnson Deed
11. A-18 Merged Title Reports
12. S-1 Vicinity Map
13. S-2 Zoning Map
14. S-3 Future Land Use Map
15. S-4 Draft Annexation Development Agreement
16. PA-1 PFPD Comments
17. PA-2 KCFR Comments
18. PA-3 DEQ Comments
19. PA-4 PFSD Comments
20. PA-5 PFPD Comments
21. PA-6 PFHD Comments
22. PA-7 DEQ Comments
23. PC-1 Burns Comments
24. PC-2 Dehaven Comments
25. PC-3 Leach Comments
26. PC-4 Greene Comments
27. PC-5 Wagoner 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-8 YPL Comments
33. PA-9 DEQ Comments

34. PC-6 Macaulay Comments
35. PC-7 Burns Comments
36. PC-8 Hotaling Comments
37. PC-9 Wagoner Comments
38. PC-10 Kearney Comments
39. PC-11 Balk Comments
40. PC-12 S Kearney Comments
41. PC-13 PAHA Comments
42. PC-14 Petition Letter and Signatures
43. Testimony at the October 18, 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 41 acres with initial zoning for approximately 20.74 acres of Community Commercial Services (CCS) and the remaining 20.26 acres zoned Community Commercial Mixed (CCM). He noted that the Planning and Zoning Commission recommended the requested zoning following a public hearing held on July 25, 2022. He indicated that the property is located on the northeast corner of Prairie Avenue and Greensferry Road.

Mr. Manley testified that the north portion of the property, where CCS zoning is requested has limitations sewer availability. The Applicant is intending to have uses, such as storage, that do not create much sewer. To the south, closer to Prairie Avenue, where CCM zoning is requested, the Development Agreement would limit multi-family uses to 17% of the site rather than the 50% that could be allowed under the CCM zoning.

Mr. Manley testified that the property is currently used as large lot residential homes in unincorporated Kootenai County. He testified that city zoning in the area has commercial uses to the southwest, limited commercial and residential (R2) zoning to the south, and Technology Mixed further to the east. He noted that the property is located over the Rathdrum Prairie Aquifer.

Following development, the site would receive sewer service from the City and water service from Ross Point Water District. He also noted that with development of this property the north side of Prairie Avenue and the east side of Greensferry Road would be improved to city standards including a multi-use path or sidewalk providing connectivity in all directions. He testified that Cecil Road will be extended north of Prairie Avenue soon and noted that a planned interchange between Pleasant View Road and Highway 53 is going to create additional traffic along Prairie Avenue.

He noted that the Future Land Use Map, within the adopted Post Falls Comprehensive Plan, designates the area as Transitional. He testified that that the area is located within a Commercial Activity Node, where commercial activities are encouraged to serve the community. The area is also contained within the Highway 41 North Focus Area in the Comprehensive Plan which provides for multi-family, commercial, and tech uses near higher classified roadways. The Focus Area calls for these types of uses to be focused along arterial and collector streets where traffic volumes exceed 4,000 trips per day. He explained that Prairie Ave is a Principal Arterial and Greensferry Road is a Minor Arterial. He noted that development will provide pedestrian connectivity to all multi-use paths and trails, including the Prairie Trail.

Jeramie Terzulli, Olson Engineering, Applicant

Mr. Terzulli testified that the applicant is not seeking any multi-family housing on the site and is open to changing the Development Agreement to note that no multi-family will be constructed on the site. He noted that the property is located at the northwest corner of Greensferry Road and Prairie Avenue. He noted that the property has a Transitional designation in the Comprehensive Plan and is in a designated Commercial Node.

Mr. Terzulli noted that the property is right on the border of the 41 North and Central Prairie Focus Areas and some of the key points overlap between the two areas. He noted that their proposed zoning is consistent with the guidance in the Future Land Use Map and the Focus Area as they are requesting commercial uses.

Mr. Terzulli testified that commercial uses tend to be constructed following the creation of new residential uses as has been happening in the area. He noted that they are looking to provide storage uses on the northern portion of the site that should provide storage for the residential uses in the area.

Mr. Terzulli testified that with development they will widen Prairie Avenue and Greensferry Road consistent with the Transportation Master Plan. He noted that Greensferry Road as of right now, other than 41, is the only north-south corridor that is not impeded by the Burlington Northern train line.

Mr. Terzulli testified that this does protect and maintain Post Falls' natural resources, clean air, river, and aquifer and minimizes light and noise pollution citywide. He explained that Panhandle Health District does offer some guidance on that and one of the best ways they indicate protect clean water and the aquifer is by eliminating some of these residential septic systems that are becoming outdated and are not always maintained at an appropriate level. He championed that redevelopment holds the developer to a stringent standard regarding storm water remediation storage and injection back into the aquifer. He noted that Panhandle Health issued a report a couple of years ago and stated the health of the aquifer is improving as the septic systems come offline.

Mr. Terzulli testified regarding the goal to maintain and improve Post Falls' small-town scale, charm, and aesthetic beauty, explaining that those that created the Comp Plan saw these commercial nodes as a critical element to maintaining that small town feel. He advocated that having these commercial nodes on the periphery of town will minimize the need for people to come back into town clogging up the roadways and allow them alternative routes home. He explained that uses such as vet clinics, dental clinics, physical therapy, convenience stores, coffee shops, smoothie bars, etc. these types of neighborhood spaces that people can satisfy their needs for shopping and services without the need to go down to Spokane St, Seltice Way, or 41. He expounded that if we only view these particular areas like Seltice, Mullan, etc. we will eventually run out of available land for commercial uses and will end up going vertical with more parking lots. So, he opined, these commercial nodes do help with the small-town scale and charm.

Mr. Terzulli testified about high traffic areas for commercial centers and encouraging pedestrian uses, when possible, commercial services in proximity to parks and additional rooftops will tend to blend. He explained that this will work with the tech park, when it develops sometime soon, and individuals that are working there can come to this site for lunch, or coffee. He testified that this is consistent and adjacent to the principal arterials this intersection is signalized and the Post Falls Highway District is in support saying it is consistent with their master plan. He testified that they are proposing commercial frontage along Prairie with depth for multi-tenant commercial buildings for a mix of office uses, a convenience store, and to the north it will ultimately be some form of storage: self-storage, commercial storage, possibly contractor yard storage those types of things up there.

Mr. Terzulli testified that the developer is responsible for the improvements of the infrastructure along Greensferry and Prairie, sewer, water, swales, sidewalks/trail systems, and the widening of the roadway as well as payment of impact fees and taxes to the city. He believes this development is a key component to the long-term fiscal health of the city. He professed that he has been approached by members of the commercial brokers community and residents in the area asking when this project is going to be built because they feel the location is great for their business.

In rebuttal, Mr. Terzulli testified that he focused on the areas south of Prairie Avenue knocking on doors and didn't get time to go north of Prairie Avenue. He started with City residents and planned to get to the north side of Prairie Avenue but ran out of time. He noted that they never proposed multi-family for the site. Concerning sewer service, he noted that the sewer basin splits the property

and a future sewer basin will be built to serve the northern part of the property but the city engineering staff felt that a small amount of sewer from the northern part of the property can be handled in the southern basin as such they will be building storage uses.

Samantha Steigleder

Ms. Steigleder testified that she is in favor of the development with no residential development on the site but noted that she has a small concern over the allowed heights.

Kelvin Tanner

Mr. Tanner testified that he lives nearby and like the idea of having commercial uses closer for the residents in the area because its currently a long drive to get anything. He noted that there is a lot of pushback on development but he doesn't believe that is representative of the people who must live and work in the community. Good planned out development provides jobs for those that have been here for a long time.

Tony Vilelli

Mr. Vilelli testified that he lives on Prairie Avenue and supports this proposal because it will provide jobs and places for his kids to live in the area.

William Matson

Mr. Matson testified that this type of proposal with shops is critical to the long term development of the community. He noted that he is a life-long resident in the area. He noted that there is nothing like this project in the area.

Chad Burd

Mr. Burd testified as a commercial real estate broker that there is very limited retail space available. The need for additional shops is following the housing that has been constructed. He noted that retail vacancy rates in the county is about 3.7%, meaning that the retail space is essentially fully leased.

Ron Mendell

Mr. Mendell testified that he is a residential real estate agent and he often gets questions from potential purchasers about how far away services are located and he must tell them that its 3 miles away. Having something like this closer to those homes will help those homes.

Justin Sternberg

Mr. Sternberg testified that he owns Steel Structures of America and Giant Storage. He noted that it is challenging to get gas and groceries in this area and more good commercial is needed. He noted that this is the right location for this type of use.

Don Ashenbrenner

Mr. Ashenbrenner testified that the proposed annexation is good for Post Falls and will allow for more services in the area. He noted that this corner should be commercial. Prairie Avenue will be 5 lanes with increased traffic making this a good spot for commercial development.

Connie Krueger

Ms. Krueger testified that she has friends who live in this area who drives to Hayden to get services because its easier than getting into Post Falls so providing more commercial opportunities in the area

will be helpful and will keep some of that traffic local, which will help to minimize traffic.

Amy Hotaling

In addition to her written comments, Ms. Hotaling testified that Mr. Terzulli did not come talk to her and she lives close to the area.

Dennis Wagoner

Mr. Wagoner testified that Mr. Terzulli did not talk to him. He noted that the initial plan had multi-family development but sewer was too expensive. He believes that the City is allowing the developer to drain their sewer into a lower sewer basin and he is concerned that sewer may not be available to him if he wants it. He testified that he does not like CCS zoning because they can something other than storage units if sewer service is developed for the site. He doesn't want to see a liquor store or smoke shop across from him.

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 City Council finds that the Future Land use map designates this area as Transitional and a Commercial Node within the Highway 41 Focus Area. The applicant has proposed two commercial zoning districts for the property. Community Commercial Services (CCS) on approximately 20.74 acres and Community Commercial Mixed (CCM) on approximately 20.26 acres. This is documented in the staff report and was testified to by Jon Manley and Jeramie Terzulli. There was not contrary testimony or other evidence received. As such, the City Council finds that the proposed 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 zoning 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 that the requested zoning will provide for diverse commercial uses near developing residential neighborhoods as testified to by Connie Kreuger and others. These commercial uses, located in proximity to residents, will help to reduce traffic and allow more ready access to commercial uses.

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

The City Council finds that, with development, the applicant with need to improve its frontages along both Prairie Avenue and Greensferry Road as testified to by Jeremie Terzulli and Jon Manley. This will allow the transportation network to improve in concert with the needs of the city as called for with this goal.

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

The Council finds that this property is partially located within a commercial node as outlined in the Comprehensive Plan. The proposed commercial zones will help to accomplish the goal of the Commercial Node by providing commercial services within walking distances to developing residential uses.

- 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 proposed is located at the northeast corner of Greensferry Rd. (Minor Arterial) and Prairie Ave. (Principal Arterial). The requested commercial zoning is consistent with the anticipated land uses and trip generations within the City's Transportation Master Plan as discussed in the Staff Report. Given that, the Council finds that the requested zoning is consistent with the street network and anticipated traffic volumes in the area.

Compatibility with Existing Development:

The Council finds that the other corners on the Prairie Avenue and Greensferry Road intersection are commercial uses making this property consistent with those other uses.

Future Land Use Designation:

For the reasons discussed above, the City Council finds that the proposed zoning is consistent with the Future Land Use Map in the Comprehensive Plan and, as such, is consistent with the future uses in the area.

Geographic/Natural Features:

The site is located of over the Rathdrum Prairie Aquifer and contains no other geographic or other 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 proposed zone is located along higher classified roadways. Prairie Avenue is a Principal Arterial, and Greensferry Road is a minor arterial. The Council finds, based on the testimony and evidence provided, that the proposed zoning along these higher road classifications is in line with this review criteria and is consistent with this criterion.

- 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 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-22-7, INITIAL ZONING: Based on the record developed during the public hearing process, and the recommendation of the Planning and Zoning Commission, the City Council finds that all the relevant approval criterion have been met and hereby approves the requested Commercial Services (CCS) on approximately 20.74 acres and Community Commercial Mixed (CCM) on approximately 20.26 acres upon the successful annexation of approximately 41 acres into the city of Post Falls.

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 AGENDA
MEETING DATE: DECEMBER 20TH, 2022**

DATE: DECEMBER 13TH, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN – CITY ENGINEER
SUBJECT: CORBIN’S MEADOW SUBDIVISION PLAT APPLICATION

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor’s signature of the final plat for the Corbin’s Meadow Subdivision.

DISCUSSION: The Developer has provided surety for the remaining improvements.

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

APPROVED OR DIRECTION GIVEN: Under the Subdivision Ordinance the plat application is returned to Council, for authorization of the Mayor’s signature. Certification is required from the Engineering Division that infrastructure improvements have been completed, or that surety has been provided to guarantee the completion of the improvements.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: A copy of the plat application, surety, and engineer’s estimate are available in the Community Development Department for review.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: DECEMBER 20TH, 2022**

DATE: DECEMBER 13TH, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN – CITY ENGINEER
SUBJECT: WILDFLOWER MEADOWS SUBDIVISION PLAT APPLICATION

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor’s signature of the final plat for the Wildflower Meadows Subdivision.

DISCUSSION: The Developer has provided surety for the remaining improvements.

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

APPROVED OR DIRECTION GIVEN: Under the Subdivision Ordinance the plat application is returned to Council, for authorization of the Mayor’s signature. Certification is required from the Engineering Division that infrastructure improvements have been completed, or that surety has been provided to guarantee the completion of the improvements.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: A copy of the plat application, surety, and engineer’s estimate are available in the Community Development Department for review.

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 12/20/2022

DATE: 12/14/2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Farwest Steel Annexation Agreement, ROW and Easement Dedications File No. ANN-22-10

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes the mayor's signature on the Annexation Agreement and both Right-of-Way and Easement Dedication documents for the Farwest Steel Annexation.

DISCUSSION:

The applicant, 4301 W Seltice Way LLC, requested to annex approximately 14.46 acres with an Industrial (I) zoning designation. The property is generally located west of the N. Pleasant View Rd and W. Seltice Way intersection along the north side 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 public testimony the Commission moved to recommend approval of the requested zoning. City Council moved to approve the annexation with the requested zoning after hearing both staff report and public testimony 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

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT
Farwest Steel/4301 W Seltice Way LLC Annexation
(File No. ANNX-22-10)

THIS AGREEMENT is made this November 9, 2022, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **4301 W Seltice Way LLC**, an Oregon limited liability company, with its principal place of business at PO Box 889 Eugene, OR 97440.

WHEREAS, 4301 W Seltice Way LLC, (hereinafter the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located to the west of the N. Pleasant View Rd and W. Seltice Way intersection along the north side of W. Seltice Way and is more particularly described in Exhibit "A".

ARTICLE II: STANDARDS

The following standards regarding the development of the Property will only be applicable if and when the Property has been annexed into the City:

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the applicable standards

of any public agency providing service to the Property. Owner agrees to adhere to all City policies relating to the construction of sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner reasonably acceptable to the City to make service available to the border of adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

The following requirements related to utilities serving the Property will only be applicable if and when the Property has been annexed into the City:

- 3.1. Water: The Owner agrees to use the City's water supply system as the domestic water supply system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Domestic water will be provided in accordance with rules and regulations of the City. The City does not warrant that domestic water supply capacity will be available at the time Owner requests connection to the specified public systems. If water capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon public water service becoming available, the Owner agrees to disconnect from the temporary service and connect to the public water service.
 - 3.1.1. Water Rights: The City agrees to allow Owner to retain the water rights associated with the Property (WR-95-10374 for 0.04 cfs) to provide irrigation for the Property only. Owner agrees to ensure that any irrigation system constructed on the site is not connected with the City's domestic water system to prevent the risk of cross contamination. Owner agrees that, in the event that a cross connection is created, the City may terminate domestic water service until such time as the cross connection is corrected.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
 - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the City. Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to

oversize water or sewer mains (including additional depth), the Owner shall be entitled to reimbursement for oversizing costs.

- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City upon annexation of the Property into the City:
 - 4.1.1. By grant of easement in a form reasonably acceptable to the City, Owner will grant a 15-foot wide easement along Seltice Way for utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form reasonably acceptable to the City, Owner will dedicate additional rights-of-way along Seltice Way for a half width right of way width of 55 feet measured from the existing centerline in Seltice Way.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of the street right way and easements provided above. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. CONSIDERATION/FEES

- 5.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 5.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

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

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property except to the extent caused by the City's negligence or willful misconduct. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's reasonable legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.

- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 6.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District

of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

[Signature Page Follows]

CITY OF POST FALLS

4301 W Seltice Way LLC

By: _____
Ronald G. Jacobson, Mayor

By: Patel S. J. M.
Its: **Manager & Legal Signatory**

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

On this ____ day of November, 2022, before me, a Notary for the State of Idaho, personally appeared **Ronald G. Jacobson and Shannon Howard** known, or identified to me to be the **Mayor and City Clerk**, respectively of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

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

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

STATE OF OREGON)
 : ss
County of Lane)

On this 11 day of November, 2022, before me, a Notary for the State of Oregon personally appeared **Patrick Eagen**, known, or identified to me to be the President of Farwest Steel Properties, Inc., the sole member of 4301 W Seltice Way LLC, an Oregon limited liability company, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **4301 W. Seltice Way, LLC** and that he is duly authorized to do the same.

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



Dianna May Duran
Notary Public for the State of Oregon
Residing at: Lane County
Commission Expires: April 27, 2024

EXHIBIT A



July 22, 2022

Job No. 21-3041

**FARWEST STEEL
ANNEXATION INTO THE CITY OF POST FALLS, ID**

A part of the South one-half of the Southeast one-quarter of Section 31, Township 51 North, Range 5 West, Boise meridian, Kootenai County, Idaho, being described as follows:

BEGINNING at a point that is on the North Right of Way line of Seltice Way, said point being North $00^{\circ}55'11''$ West 37.90 feet and North $88^{\circ}22'03''$ West, 330.14 feet from the Southeast Corner of Section 31, said point being in the Southwest corner of that certain parcel described in the that certain Annexation into the City of Post Falls by Ordinance No. 1399, recorded July 22, 2020 as Recording Number 2765647000; thence North $88^{\circ}22'03''$ West along said Right of Way line, 341.23 feet; thence along a spiral right of way line that has a total deflection of 02° , with a Chord Bearing of North $89^{\circ}50'36''$ West, 201.49 feet; thence westerly along a curve to the left that has a radius of 2914.79 feet, through a central angle of $07^{\circ}07'07''$ for an arc length of 362.14 feet to the South line of said Section 31; along said South line, North $88^{\circ}29'07''$ West 570.70 feet to the northwesterly Right of Way line of the Union Pacific Railroad; thence along said northwesterly line, North $61^{\circ}25'07''$ West 2015.35 feet to the West line of Pleasant View Road; thence along said West line, South $00^{\circ}55'11''$ West 114.90 feet to the southeasterly Right of Way of the Union Pacific Railroad, also being the North line of said Annexation Ordinance No. 1399; thence along said southeasterly Right of Way, South $61^{\circ}25'07''$ West 321.84 feet to the Northwest corner of said Annexation No. 1399; thence along the West line of said Annexation No. 1399 South $00^{\circ}55'11''$ West 695.78 feet to the said Point of Beginning of this description, containing 14.46 acres, more or less.

Prepared by:

Mitchell Duryea

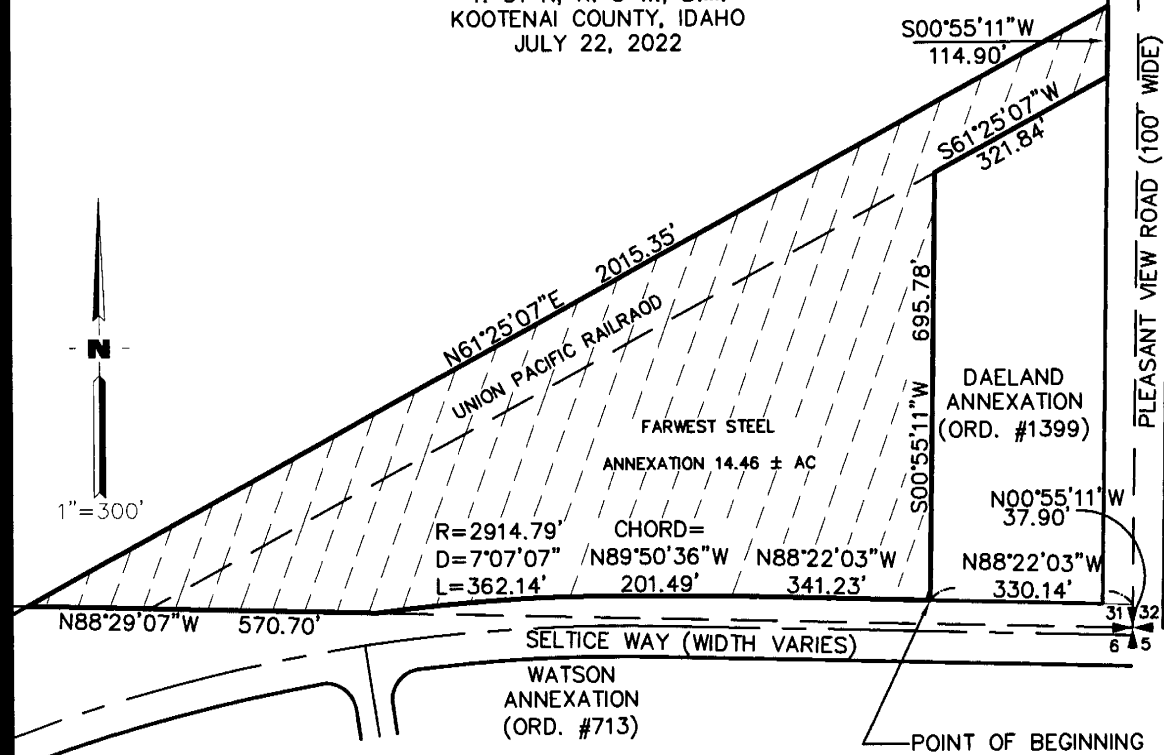
PLS 8693

Expires: September 30, 2022



FARWEST STEEL ANNEXATION
CITY OF POST FALLS ANNEXATION
ORDINANCE # _____

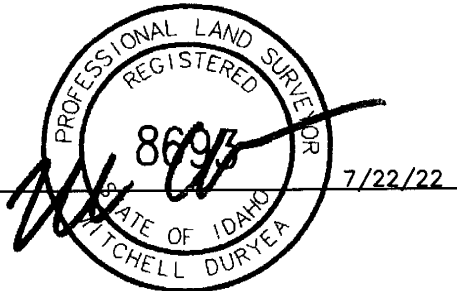
LOCATED IN THE SE 1/4, SECTION 31
T. 51 N, R. 5 W., B.M.
KOOTENAI COUNTY, IDAHO
JULY 22, 2022



SURVEYOR'S CERTIFICATE

I, MITCHELL DURYEA, PROFESSIONAL LAND SURVEYOR NO. 8693 IN THE STATE OF WASHINGTON, DO HEREBY CERTIFY THAT THIS EXHIBIT WAS MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF FARWEST STEEL.

MITCHELL DURYEA
P.L.S. NO. 8693



DURYEA & ASSOCIATES

2702 N. Perry Street
Spokane, WA 99207
JOB NO. 21-3041

November 8, 2022

Job No. 21-3041

**FARWEST STEEL
SELTICE WAY STREET DEDICATION
CLOSURE CALCULATIONS**

North: 2207998.9861 East : 2316222.7316
Line Course: N 88-22-03 W Length: 341.23
North: 2208008.7073 East : 2315881.6401
Line Course: N 89-50-36 W Length: 201.49
North: 2208009.2582 East : 2315680.1508
Curve Length: 362.14 Radius: 2914.79
Delta: 7-07-07 Tangent: 181.30
Chord: 361.90 Course: S 86-02-35 W
Course In: S 00-23-51 E Course Out: N 07-30-58 W
RP North: 2205094.5384 East : 2315700.3726
End North: 2207984.2849 East : 2315319.1035
Line Course: N 88-29-07 W Length: 32.53
North: 2207985.1447 East : 2315286.5849
Curve Length: 502.61 Radius: 2920.00
Delta: 9-51-44 Tangent: 251.93
Chord: 502.00 Course: N 86-35-41 E
Course In: S 08-20-11 E Course Out: N 01-31-33 E
RP North: 2205095.9977 East : 2315709.9400
End North: 2208014.9624 East : 2315787.6928
Line Course: S 88-28-27 E Length: 435.25
North: 2208003.3727 East : 2316222.7885
Line Course: S 00-55-11 W Length: 4.39
North: 2207998.9832 East : 2316222.7180

Perimeter: 1879.65 Area: 4,818 sq. ft. 0.11 %%AC

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0139 Course: S 78-02-32 W

Error North: -0.00288 East : -0.01358

Precision 1: 135,225.90



GRANT OF RIGHT-OF-WAY
Farwest Steel Annexation
W. Seltice Ave.
File No. ANNX-22-10

KNOWN ALL MEN BY THESE PRESENTS, that **4301 W Seltice Way LLC, an Oregon Limited Liability Company**; the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, does hereby grant, quitclaim and convey unto the said City of Post Falls, 408 N. Spokane St., Post Falls, ID 83854, a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property:

All that certain real property situates in the County of Kootenai being a portion of the Southeast one-quarter of Section 31, Township 51 North, Range 5 West, Boise Meridian and being more particularly described as follows:

BEGINNING at a point that is on the North Right of Way line of Seltice Way, said point being North 00°55'11" West 37.90 feet and North 88°22'03" West, 330.14 feet from the Southeast Corner of Section 31; thence North 88°22'03" West along said Right of Way line, 341.23 feet; thence along a spiral right of way line that has a total deflection of 02°, with a Chord Bearing of North 89°50'36" West, 201.49 feet; thence westerly along a curve to the left that has a radius of 2914.79 feet, through a central angle of 07°07'07" for an arc length of 362.14 feet to the South line of said Section 31, said point having a radial bearing of North 07°30'58" West; thence along said South line of Section 31, North 88°29'07" West 32.53 feet to a line parallel with, and 55.00 feet northerly of, being measured at right angles to the centerline of Seltice Way as said centerline is shown upon that certain map entitled "Expo at Post Falls Fourth Addition" filed in Book 1 of Plats, pages 325 and 325A, under Recording File Number 1713417, Kootenai County Records; thence along said parallel line the following two courses and distances:

Easterly, along a curve to the right, from a point with a radial bearing of North 08°20'11" West, having a radius of 2,920.00 feet, through a central angle of 09°51'44", an arc distance of 502.61, and

South 88°28'27" East 435.25 feet to the East line of that certain parcel of land described in that certain Warranty Deed from Greenacres Gypsum and Lime, Inc. to 4301 W Seltice Way LLC, recorded September 1, 2021, under Recording No. 2856690000, Kootenai County Records; thence along said East line, South 00°55'11" West 4.39 feet to the said Point of Beginning of this description, containing 4.818 square feet of land, more or less.

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

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

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

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

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

OREGON
STATE OF ~~IDAHO~~)
LANE :ss
County of ~~Kootenai~~)

On this 12 day of December, 2022 before me, a Notary for the State of ~~Idaho~~ *OREGON*, personally appeared **Patrick Eagen**, known, or identified to me to be the President of Farwest Steel Properties, Inc., the sole member of 4301 W Seltice Way LLC, an Oregon Limited Liability Company, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **4301 W. Seltce Way, LLC** and that he is duly authorized to do the same.

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



Dianna May Duran
Notary Public for the State of *Oregon*
Residing at:
Eugene, Lane County

Commission Expires: April 27, 2024



November 15, 2022

Job No. 21-3041

LEGAL DESCRIPTION SELTICE WAY RIGHT OF WAY DEDICATION

All that certain real property situate in the County of Kootenai being a portion of the Southeast one-quarter of Section 31, Township 51 North, Range 5 West, Boise Meridian and being more particularly described as follows:

BEGINNING at a point that is on the North Right of Way line of Seltice Way, said point being North $00^{\circ}55'11''$ West 37.90 feet and North $88^{\circ}22'03''$ West, 330.14 feet from the Southeast Corner of Section 31; thence North $88^{\circ}22'03''$ West along said Right of Way line, 341.23 feet; thence along a spiral right of way line that has a total deflection of 02° , with a Chord Bearing of North $89^{\circ}50'36''$ West, 201.49 feet; thence westerly along a curve to the left that has a radius of 2914.79 feet, through a central angle of $07^{\circ}07'07''$ for an arc length of 362.14 feet to the South line of said Section 31, said point having a radial bearing of North $07^{\circ}30'58''$ West; thence along said South line of Section 31, North $88^{\circ}29'07''$ West 32.53 feet to a line parallel with, and 55.00 feet northerly of, being measured at right angles to the centerline of Seltice Way as said centerline is shown upon that certain map entitled "Expo at Post Falls Fourth Addition" filed in Book I of Plats, pages 325 and 325A, under Recording File Number 1713417, Kootenai County Records; thence along said parallel line the following two courses and distances:

Easterly, along a curve to the right, from a point with a radial bearing of North $08^{\circ}20'11''$ West, having a radius of 2,920.00 feet, through a central angle of $09^{\circ}51'44''$, an arc distance of 502.61, and

South $88^{\circ}28'27''$ East 435.25 feet to the East line of that certain parcel of land described in that certain Warranty Deed from Greenacres Gypsum and Lime, Inc. to 4301 W Seltice Way LLC, recorded September 1, 2021 under Recording No. 2856690000, Kootenai County Records; thence along said East line, South $00^{\circ}55'11''$ West 4.39 feet to the said Point of Beginning of this description, containing 4,818 square feet of land, more or less.

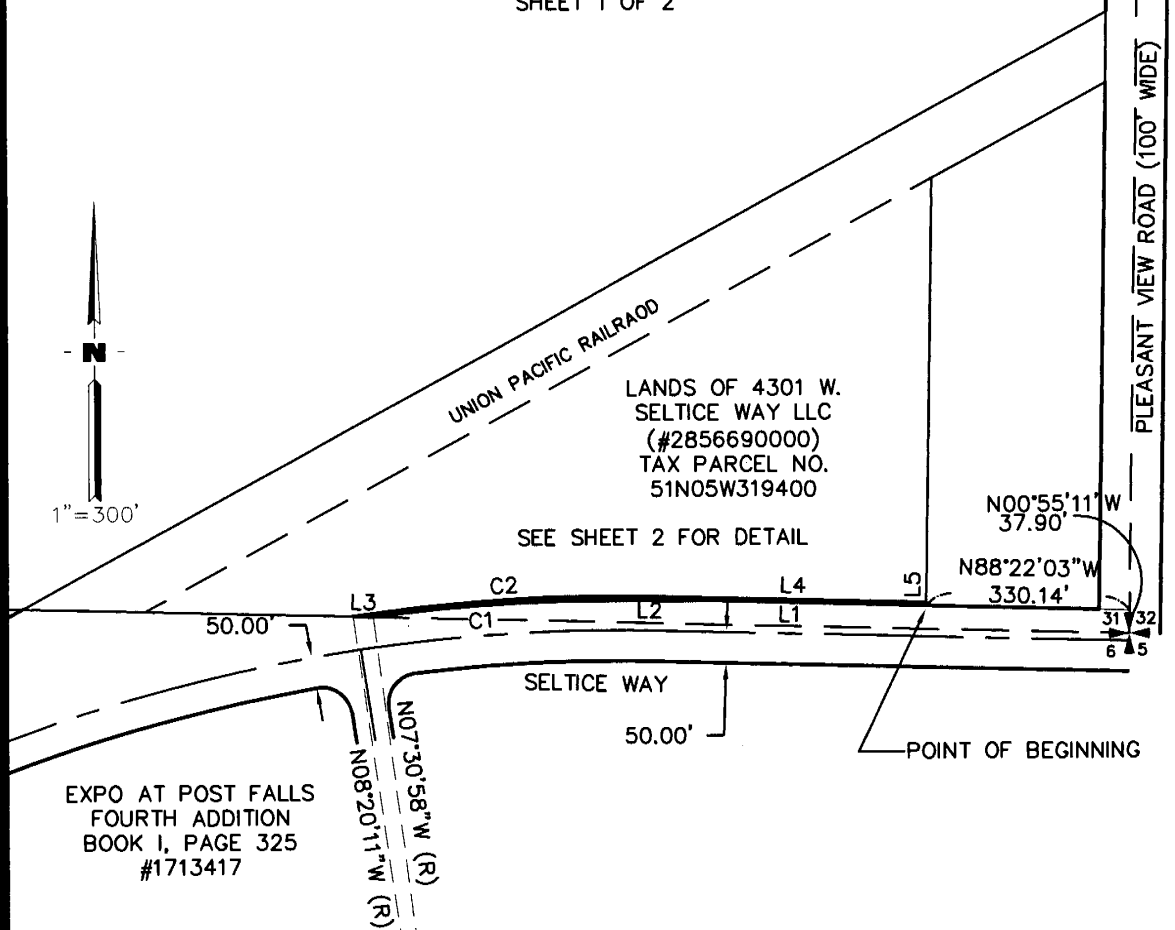
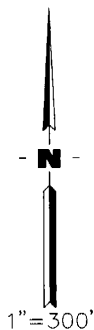
Prepared by:

Mitchell Duryea
PLS 8693
Expires: 9/30/2024



SELTICE WAY STREET DEDICATION

LOCATED IN THE SE 1/4, SECTION 31
 T. 51 N, R. 5 W., B.M.
 KOOTENAI COUNTY, IDAHO
 NOVEMBER 8, 2022
 SHEET 1 OF 2



EXPO AT POST FALLS
 FOURTH ADDITION
 BOOK I, PAGE 325
 #1713417

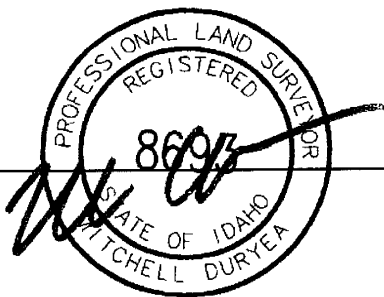
LANDS OF 4301 W.
 SELTICE WAY LLC
 (#2856690000)
 TAX PARCEL NO.
 51N05W319400

SEE SHEET 2 FOR DETAIL

N00°55'11" W
 37.90'
 N88°22'03" W
 330.14'

SURVEYOR'S CERTIFICATE

I, MITCHELL DURYEA, PROFESSIONAL LAND SURVEYOR NO. 8693 IN THE STATE OF WASHINGTON, DO HEREBY CERTIFY THAT THIS EXHIBIT WAS MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF FARWEST STEEL.



MITCHELL DURYEA
 P.L.S. NO. 8693

11/08/22



DURYEA & ASSOCIATES

2702 N. Perry Street
 Spokane, WA 99207
 JOB NO. 21-3041

SELTICE WAY STREET DEDICATION

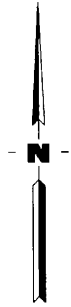
LOCATED IN THE SE 1/4, SECTION 31

T. 51 N., R. 5 W., B.M.

KOOTENAI COUNTY, IDAHO

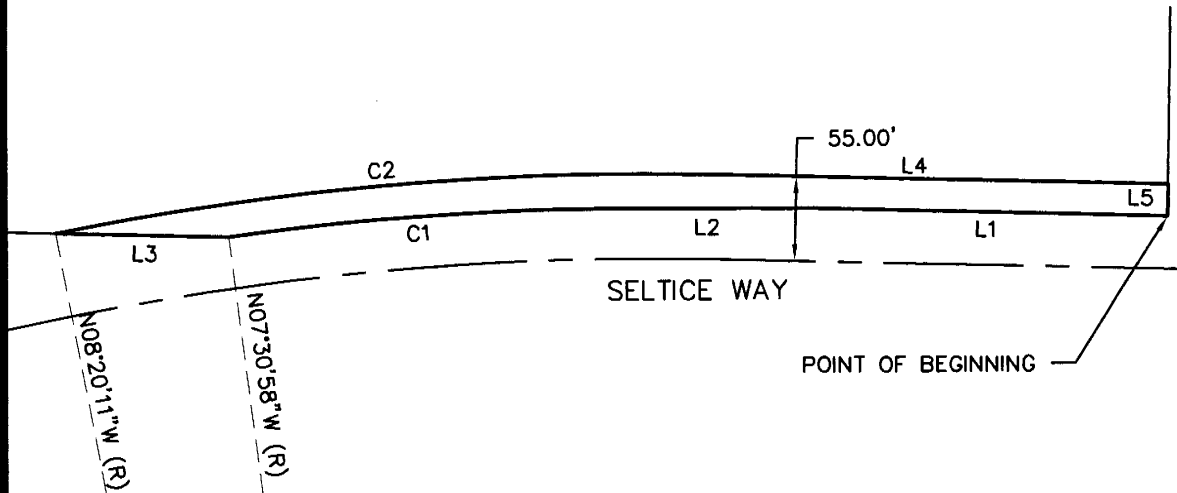
NOVEMBER 8, 2022

SHEET 2 OF 2



NOT TO SCALE

LANDS OF 4301 W.
SELTICE WAY LLC
(#2856690000)
TAX PARCEL NO.
51N05W319400



LINE TABLE			
LINE	BEARING	DISTANCE	
L1	N88°22'03"W	341.23'	
L2	N89°50'36"W	201.49'	
L3	N88°29'07"W	32.53'	
L4	S88°28'27"E	435.25'	
L5	S00°55'11"W	4.39'	
CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	2914.79'	7°07'07"	362.14'
C2	2920.00'	9°51'44"	502.61'



DURYLEA & ASSOCIATES

2702 N. Perry Street
Spokane, WA 99207
JOB NO. 21-3041

GRANT OF EASEMENT
Farwest Steel Annexation
W. Seltice Way
File No. ANNX-22-10

KNOW ALL MEN BY THESE PRESENTS that, **4301 W Seltice Way LLC, an Oregon Limited Liability Company**; herein after termed "Grantor", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, a perpetual non-exclusive easement for the construction, improvement, operation and maintenance of a public sidewalk, storm water drainage and utilities over, under, upon and across the following described property:

A strip of land, 15.00 feet in width, situate in the County of Kootenai being a portion of the Southeast one-quarter of Section 31, Township 51 North, Range 5 West, Boise Meridian, the South line of said strip being described as follows:

BEGINNING at a point that is on the North Right of Way line of Seltice Way, said point being North 0055'11" West 37.90 feet and North 8822'03" West, 330.14 feet from the Southeast Corner of Section 31; thence North 8822'03" West along said Right of Way line, 341.23 feet; thence along a spiral right of way line that has a total deflection of 02', with a Chord Bearing of North 8950'36" West, 201.49 feet; thence westerly along a curve to the left that has a radius of 2914.79 feet, through a central angle of 0707'07" for an arc length of 362.14 feet to the South line of said Section 31, said point having a radial bearing of North 0730'58" West; thence along said South line of Section 31, North 8829'07" West 32.53 feet to a line parallel with, and 55.00 feet northerly of, being measured at right angles to the centerline of Seltice Way as said centerline is shown upon that certain map entitled "Expo at Post Falls Fourth Addition" filed in Book 1 of Plats, pages 325 and 325A, under Recording File Number 1713417, Kootenai County Records, said point being the **TRUE POINT OF BEGINNING** of this description; thence along said parallel line the following two courses and distances:

along a curve to the right, from a point with a radial bearing of North 0820'11" West, having a radius of 2,920.00 feet, through a central angle of 0951'44", an arc distance of 502.62, and

South 8828'27" East 435.25 feet to the East line of that certain parcel of land described in that certain Warranty Deed from Greenacres Gypsum and Lime, Inc. to 4301 W Seltice Way LLC, recorded September 1, 2021, under Recording No. 2856690000, Kootenai County Records, said point being the terminus of this description.

The westerly terminal of said strip being the said South line of said Section 31 and the easterly terminal line of said strip being the said East line said lands of 4301 W Seltice Way LLC.

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

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

This Grant of Easement is subject to the following terms and conditions:

1. When in the process of performing any work in this easement area, Grantee shall use construction procedures so that Grantor's access to its property is not blocked.

2. Upon completion of any work undertaken by Grantee or its agents within the property covered by this easement area, Grantee will restore the surface area of the easement area, as nearly as is practicable, to the condition it was in immediately before commencement of the work. Grantee will also require, as a condition of any necessary permit, that upon completion of any work by any third party with the easement area, that the third party restore the surface area of the easement area, as nearly as is practicable, to the condition it was in immediately before commencement of the work.

3. Grantor shall retain the right to use the surface of the easement area as long as such use does not interfere with the easement rights granted to the Grantee.

In witness whereof, Grantor and Grantee have caused this instrument to be executed this ____ day of _____, 2022.

GRANTEE:

City of Post Falls


By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

GRANTOR:

4301 W. Seltice Way, LLC

By 
Patrick Eagen, President

ACKNOWLEDGEMENTS

STATE OF IDAHO)
) : ss
County of Kootenai)

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

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

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

STATE OF ~~IDAHO~~ ^{OREGON})
County of ~~Kootenai~~ ^{LANE}) :ss

On this 12 day of December, 2022, before me, a Notary for the State of ~~Idaho~~ ^{OREGON}, personally appeared **Patrick Eagen**, known, or identified to me to be the President of Farwest Steel Properties, Inc., the sole member of 4301 W Seltice Way LLC, an Oregon Limited Liability Company, who is the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **4301 W. Seltice Way, LLC** and that he is duly authorized to do the same.

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



Dianna May Duran
Notary Public for the State of Oregon
Residing at: Lane County
Commission Expires:
April 27, 2024



November 15, 2022

Job No. 21-3041

LEGAL DESCRIPTION SELTICE WAY 15 FOOT WIDE EASEMENT FOR UTILITIES, SIDEWALKS, AND STORM DRAINAGE

A strip of land, 15.00 feet in width, situate in the County of Kootenai being a portion of the Southeast one-quarter of Section 31, Township 51 North, Range 5 West, Boise Meridian, the South line of said strip being described as follows:

BEGINNING at a point that is on the North Right of Way line of Seltice Way, said point being North 00°55'11" West 37.90 feet and North 88°22'03" West, 330.14 feet from the Southeast Corner of Section 31; thence North 88°22'03" West along said Right of Way line, 341.23 feet; thence along a spiral right of way line that has a total deflection of 02°, with a Chord Bearing of North 89°50'36" West, 201.49 feet; thence westerly along a curve to the left that has a radius of 2914.79 feet, through a central angle of 07°07'07" for an arc length of 362.14 feet to the South line of said Section 31, said point having a radial bearing of North 07°30'58" West; thence along said South line of Section 31, North 88°29'07" West 32.53 feet to a line parallel with, and 55.00 feet northerly of, being measured at right angles to the centerline of Seltice Way as said centerline is shown upon that certain map entitled "Expo at Post Falls Fourth Addition" filed in Book I of Plats, pages 325 and 325A, under Recording File Number 1713417, Kootenai County Records, said point being the **TRUE POINT OF BEGINNING** of this description; thence along said parallel line the following two courses and distances:

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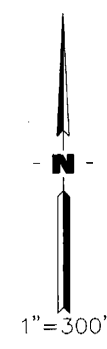
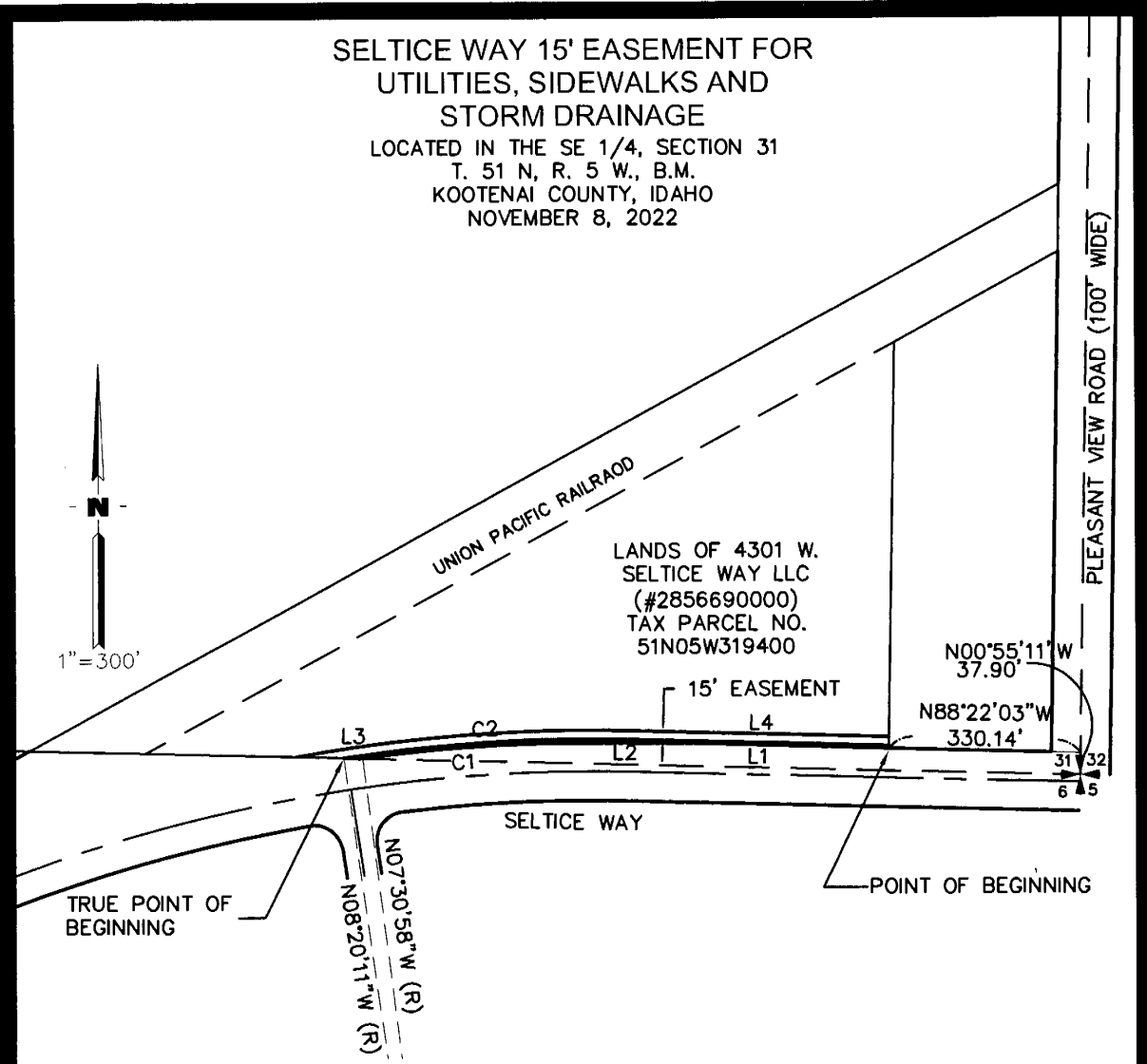
Prepared by:

Mitchell Duryea
PLS 8693
Expires: 9/30/2024



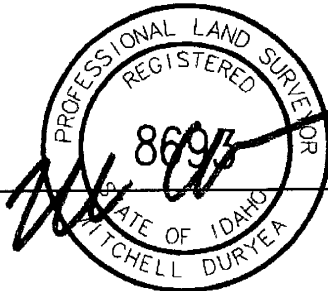
SELTICE WAY 15' EASEMENT FOR
UTILITIES, SIDEWALKS AND
STORM DRAINAGE

LOCATED IN THE SE 1/4, SECTION 31
T. 51 N, R. 5 W., B.M.
KOOTENAI COUNTY, IDAHO
NOVEMBER 8, 2022



SURVEYOR'S CERTIFICATE

I, MITCHELL DURYEA, PROFESSIONAL LAND SURVEYOR NO. 8693 IN THE STATE OF WASHINGTON, DO HEREBY CERTIFY THAT THIS EXHIBIT WAS MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF FARWEST STEEL.



MITCHELL DURYEA
P.L.S. NO. 8693

11/07/22



DURYEA & ASSOCIATES

2702 N. Perry Street
Spokane, WA 99207
JOB NO. 21-3041

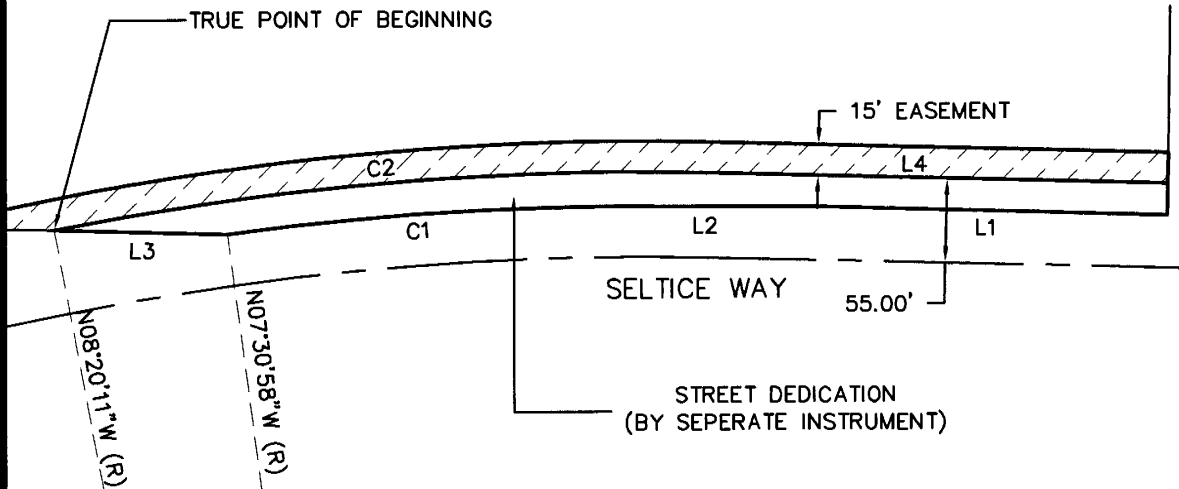
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UTILITIES, SIDEWALKS AND
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LOCATED IN THE SE 1/4, SECTION 31
T. 51 N, R. 5 W., B.M.
KOOTENAI COUNTY, IDAHO
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NOT TO SCALE

LANDS OF 4301 W.
SELTICE WAY LLC
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DURYE & ASSOCIATES

2702 N. Perry Street
Spokane, WA 99207
JOB NO. 21-3041

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 12/20/2022

DATE: 12/14/2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner
SUBJECT: Fiscal Year 2023 Fee Resolution revision #1

ITEM AND RECOMMENDED ACTION:

Approve FY 2023 revised fiscal year 2023 fee resolution, as presented.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

12/6/2022

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

RESOLUTION NO. _____

RESOLUTION ADOPTING CITY OF POST FALLS' FEE SCHEDULE

WHEREAS, the City of Post Falls annually reviews all fees during the budget process to ensure accuracy; and

WHEREAS, periodic revisions to fees may be necessary; and

WHEREAS, the City has fees already established; and

WHEREAS, the City of Post Falls has determined that the fee schedule be amended to reflect the reasonable cost of providing the services; and

WHEREAS, after public hearing has been held prior to the adoption of this resolution, regarding new and increased city fees, it is deemed by the City Council to be in the best interest of the City of Post Falls and the citizens thereof that the fee schedule be amended to include the new and increased fees which were addressed in the public hearing.

NOW, THEREFORE, Be It Resolved by the Mayor and City Council of the City of Post Falls, Idaho that the following fee schedule, which reflect the new and amended fees and all other fees that have not been amended, be adopted for the City of Post Falls:

<u>FEE TYPE</u>	<u>ATTACHMENT NO.</u>
Utility Fees	1
Recreation Fees	2
Parks Fees	3
Cemetery Fees	4
Community Development Fees	5
Public Safety Fees	6
Administrative Fees	7
Local Improvement District Fees	8
Records & Copy Fees	9
Permit Valuation Chart	10

City staff is directed to take all administrative actions necessary to implement the attached listing of effective City fees.

Any fee inconsistent with the provisions of this Resolution is hereby repealed or superseded to the extent of such inconsistency, as appropriate.

The revised fee schedule shall be effective beginning December 20th, 2022, unless another date is otherwise indicated in the resolution, and shall remain in force until revised by subsequent Resolution of the Post Falls City Council.

DATED this _____ day of _____, 2022.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

ATTACHMENT 1 - UTILITY FEES

WATER:

Capitalization Fees:

<u>Service Size</u>		<u>Capitalization Fee</u>
3/4 - 1"	\$	3,273.00
1" (Commercial)	\$	5,455.00
1 1/2"	\$	10,910.01
2"	\$	17,456.01
3"	\$	34,912.02
4"	\$	54,550.04
6"	\$	109,100.08
8"	\$	160,606.22

Use Fees:

The sum of the following elements (A+B):

A. BASE FEE FOR ALL USERS:

<u>Meter Size</u>		<u>Monthly Fee</u>
1" or less	\$	12.44
1.5"	\$	20.82
2"	\$	30.95
3"	\$	54.67
4"	\$	88.32
6"	\$	172.68
8"	\$	298.91

B. USAGE FEE FOR ALL USERS ON A PER THOUSAND GALLON BASIS:

Each 1,000 gallon unit or any portion thereof for residential and irrigation accounts:

0 to 49,000 gallons	\$	1.37
50,000 gallons +	\$	1.97

Each 1,000 gallon unit or any portion thereof for all other accounts:

0 + gallons	\$	1.37
-------------	----	------

RECLAIMED WATER:

Capitalization Fees:

Basic Capitalization Fee

The revised fee schedule shall be effective beginning October 1st, 2022, unless another Commercial/Industrial Capitalization Fee - A minimum of \$6,959.00 plus an additional \$6,959.00 for each 5,000 gallons of reclaimed water flow based upon water consumption, above the first 5,000 gallons per month.

User Fees:

That pursuant to Section 13.32.120 of the Post Falls Municipal Code, requiring revision to the user fees when costs or the number of equivalent users change so as to affect the ability of the system to provide the intended service, and increases have occurred since 2012 in the number of equivalent residential users and the costs of operation, maintenance, debt service and capital replacement; and is an essential part of the protection and management of the reclaimed water collection and treatment system; and the costs associated with reclaimed surface water management should be included in the costs of maintenance of the reclaimed water collection and treatment system, the reclaimed water rates of the City of Post Falls shall be as follows:

The equivalent residential user base charge for reclaimed water service shall be increased to sixty-six dollars and seventy-nine cents (\$66.79) per month, and \$13.39 per 1,000 gallons of water use over 5,000 gallons for commercial units.

SOLID WASTE:

- A. That the base rate for current 35 gallon cart residential users shall be \$9.24 per month, with such service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler. Maintenance of such rate for existing 35 gallon cart customers shall depend upon compliance with the administrative rules established for the one-can rate;
- B. That the base rate for 96 gallon cart residential users shall be \$12.36 per month, with such service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler;
- C. That the base rate for one-can (now known as 35 gallon cart customers) residential users was discontinued as a rate option effective June 1, 1999, with those currently signed up for this option, and in compliance with the required sticker on their garbage can, being allowed to keep this option until such time garbage rates are changed in the future. New residential customers shall be charged the base residential rate of \$12.36 per month with a 96 gallon cart weekly disposal allowance;
- D. That all garbage placed for collection which exceeds the per-can base rate established for the account shall be charged at the rate of two dollars and fifty-nine cents (\$2.59) per can equivalent, per pickup;
- E. Commercial and additional rates will be as follows:

FL = Front Load
 RL = Rear Load

Container Type	Pick-ups Per Week					
	1	2	3	4	5	6
96 Gallon Cart	\$ 20.88	\$ 28.46	\$ -	\$ -	\$ -	\$ -
300 Gallon Cart	\$ 36.03	\$ 79.64	\$ 119.48	\$ -	\$ -	\$ -
400 Gallon Cart	\$ 51.20	\$ 102.39	\$ 153.60	\$ -	\$ -	\$ -
FL Dumpster - 1 YD	\$ 31.19	\$ 62.59	\$ 89.14	\$ 115.67	\$ 142.22	\$ -
FL Dumpster - 1.5 YD	\$ 43.62	\$ 83.45	\$ 121.36	\$ 159.28	\$ 197.21	\$ -
FL Dumpster - 2 YD	\$ 54.07	\$ 103.37	\$ 151.71	\$ 199.11	\$ 246.50	\$ -
FL Dumpster - 3 YD	\$ 79.64	\$ 151.71	\$ 223.75	\$ 288.25	\$ 365.95	\$ -
FL Dumpster - 4 YD	\$ 96.71	\$ 183.61	\$ 273.07	\$ 356.50	\$ 439.95	\$ 533.69
FL Dumpster - 6 YD	\$ 130.85	\$ 246.50	\$ 358.30	\$ 472.15	\$ 585.93	\$ -
FL Dumpster - 8 YD	\$ 170.68	\$ 320.48	\$ 468.39	\$ 616.29	\$ 762.29	\$ 1,054.31
RL Dumpster - 1 YD	\$ 35.38	\$ 62.59	\$ 89.14	\$ 113.78	\$ 138.40	\$ -
RL Dumpster - 1.5 YD	\$ 50.26	\$ 87.23	\$ 127.08	\$ 149.80	\$ 183.93	\$ -
RL Dumpster - 2 YD	\$ 55.95	\$ 103.37	\$ 151.71	\$ 199.11	\$ 246.50	\$ -
RL Dumpster - 3 YD	\$ 81.53	\$ 151.71	\$ 223.75	\$ 288.25	\$ 365.95	\$ -
RL Dumpster - 4 YD	\$ 98.60	\$ 185.84	\$ 271.16	\$ 356.50	\$ 443.72	\$ -
RL Dumpster - 6 YD	\$ 168.78	\$ 295.81	\$ 420.95	\$ 544.24	\$ 667.48	\$ -
RL Dumpster - 8 YD	\$ 210.49	\$ 383.05	\$ 555.61	\$ 728.15	\$ 900.72	\$ -
Compactor - 4 YD	\$ 284.44	\$ 568.88	\$ 805.92	\$ -	\$ -	\$ -
Compactor - 5 YD	\$ 350.80	\$ 701.61	\$ 1,052.41	\$ -	\$ -	\$ -
Compactor - 6 YD	\$ 379.27	\$ 758.51	\$ 1,137.71	\$ -	\$ -	\$ -
Compactor - 10 YD	\$ 568.88	\$ 1,137.71	\$ 1,706.61	\$ -	\$ -	\$ -
Compactor - 15 YD	\$ 199.11	\$ -	\$ -	\$ -	\$ -	\$ -
Compactor - 20 YD	\$ 265.58	\$ -	\$ -	\$ -	\$ -	\$ -
Compactor - 30 YD	\$ 379.27	\$ -	\$ -	\$ -	\$ -	\$ -
Compactor - 40 YD	\$ 821.46	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Only - 8 YD	\$ 210.49	\$ 383.05	\$ 555.61	\$ 728.15	\$ 900.72	\$ -
Construction Only - 10 YD	\$ 250.31	\$ 464.57	\$ 680.76	\$ 893.14	\$ 1,109.31	\$ -

Additional commercial sanitation will be charged at:
 \$13.29 each additional pick up on a 96 gallon cart
 \$18.04 each additional yard

Roll Off Boxes:

20 YD delivery	\$ 83.45
20 YD dump	199.11
30 YD delivery	83.45
30 YD dump	199.11
Roll off return trip	60.72
Roll off round trip	37.92
Roll off turn around	18.99

Special Hauls:

4 YD compactor	\$ 104.32
5 YD compactor	123.27
6 YD compactor	136.53
10 YD compactor	161.20

Special Hauls on Existing and Short Term Service (FL, RL and Side Load Bins):

96 Gallon commercial	\$ 11.39	4 YD	\$ 41.73
300 Gallon	18.99	6 YD FL	56.91

400 Gallon	25.64	6 YD RL	68.77
1 YD	11.39	8 YD FL	74.01
1.5 YD	22.76	8 YD RL	83.53
2 YD	24.67	10 YD RL	94.80
3 YD	30.34		

Bin Placement or Removal:

96 Gallon	\$	9.52
300 Gallon		47.42
400 Gallon		47.42
1 - 8 YD FL		47.42
1 - 10 YD RL		47.42

Daily Rent:

96 Gallon	\$	0.50	1 - 4 YD RL	\$	2.12
300 Gallon		2.12	6 - 8 YD FL & RL		4.29
400 Gallon		2.12	10 YD RL		4.78
1 - 4 YD FL		2.12	20 & 30 YD Roll Off		5.63

Other Service Rates:

Delivery/Removal of Permanent Svc Container	47.42
Make Container Lockable	62.83
Special Haul Return Fee	47.42
Gate Fee (each time)	9.46
Driver Assistance Residential (each time)	5.72
Driver Assistance Commercial (each time)	5.72
Man and Truck 1 hour minimum (hour)	123.27
Commercial Recycling Bin (month)	11.39
Fighting Creek Trip Charge (each time)	180.15
Return Trip Residential (each time)	9.52
Return Trip Container (each time)	47.42
Additional Cart Service	9.51
96 Gallon Cart Exchange (each time)	11.39
Return Trip Recycling (each time)	9.46
Recycling Bin Removal (each time)	9.46
Pack-out Service (special consideration for disabled and elderly) - (month)	7.60
Saturday Pickup (each time)	18.99
Container Wash (each time)	62.83

F. The City Administrator is hereby authorized to establish specific rates for special services or circumstances which do not fit with the categories established hereby, maintaining a proper relationship between the service provided and costs charged by the City's contractor.

MINIMUM MONTHLY UTILITY CHARGE:

The City of Post Falls finds it appropriate and necessary that property owners benefited by municipal utility systems pay, at a minimum, the fixed capital and operational costs of the utility

systems maintained to serve their property. The following provisions establish a base rate for availability of reclaimed water services and allowing a temporary waiver of solid waste collection fees when the property is unoccupied for thirty days or more.

- A. Notwithstanding any provisions of prior resolution to the contrary, every residential connection to the City reclaimed water collection and treatment system shall pay a minimum monthly charge (base rate) of \$22.77 for each month, or part thereof, for every month that reclaimed water disposal and treatment service are available to the property by connection but the residence is unoccupied and has been for a period of thirty (30) days or more. Commercial or industrial uses shall likewise pay a base monthly reclaimed water charge of \$22.77 per month per equivalent residential unit for those months during which the property is connected to the reclaimed water collection and treatment system but is unoccupied and has been for a period of thirty (30) days or more.
- B. Further, notwithstanding any provision of prior resolutions to the contrary, the monthly sanitation (solid waste) collection charge for any property to which water service is temporarily discontinued for a period of thirty (30) days or more may be temporarily waived proportionate to the time that water service is discontinued. The standard disconnect fee will be charged in association with this water disconnection if disconnection is restored earlier than thirty (30) days.

MISCELLANEOUS UTILITY FEES:

Water Shut Off Fee - Per Occurrence (City of Post Falls)	\$35.00
Water Shut Off Fee - Per Occurrence (Ross Point Water Dist).	\$50.00
Pre-Treatment Sampling	Cost plus 15% admin fee
Dye Test	\$ 50.00
Locate Disk (refundable on return)	\$ 15.00
Meter Fee	Cost of Meter
Dig-in-fee	Cost of Labor and Equipment

ATTACHMENT 2 - RECREATION FEES

Recreation Activities Fees:

All recreation classes will have \$2.00 added to the listed price that will go directly to the Park Trust Account.

	<u>Resident</u>		<u>Non-Resident</u>	
Youth Competitive Basketball	\$ 478.00	Team	\$ 495.00	Team, extra player \$36.00
Youth Rec. League Basketball	\$ 45.00		\$ 53.00	
Men's Basketball League	\$ 427.00	Team	\$ 459.00	Team, extra player \$26.00
Pre K - Kind. Instructional Basketball	\$ 45.00		\$ 53.00	
Youth T-Ball	\$ 45.00		\$ 53.00	
Youth Soccer	\$ 45.00		\$ 53.00	
Youth Flag Football	\$ 45.00		\$ 53.00	
Smart Start Flag Football	\$ 55.00		\$ 59.00	
Adult Flag Football	\$ 551.00	Team	\$ 592.00	Team, extra player \$30.00
Adult Volleyball Leagues	\$ 220.00	Team	\$ 240.00	Team, extra player \$30.00
Adult Co-ed 4 Volleyball	\$ 220.00	Team	\$ 240.00	Team
Youth Dance (3 - 9 yrs.) - 9 wks.	\$ 98.00		\$ 98.00	
Gymnastics (2 - 3 yrs.) - 5 wks.	\$ 48.00		\$ 48.00	
Gymnastics (4 - 6 yrs.) - 5 wks.	\$ 50.00		\$ 50.00	
Martial Arts Classes - 4 wks.	\$ 39.00	(1/2 hour)	\$ 50.00	(1 hr.)
Youth Triathlon Camp - wk.	\$ 117.00		\$ 117.00	
Youth Golf Camp - wk.	\$ 120.00		\$ 135.00	
Youth Basketball Camp - wk.			\$ 87.00	Half Day
Youth Volleyball Camp - wk.	\$ 119.00		\$ 119.00	
Mini Hawk Camp	\$ 99.00		\$ 99.00	
Flag Football Camp	\$ 145.00		\$ 145.00	
Youth Soccer Camp - wk.	\$ 145.00		\$ 145.00	
Triathlon - Adult	\$ 85.00	Individual	\$ 165.00	
Aerobic Cheerleading - 10 wks.	\$ 119.00		\$ 119.00	
Aerobics	\$ 22.00	x 1 wk.	\$ 22.00	x 1 wk.
	\$ 26.00	x 2 wk.	\$ 26.00	x 2 wk.
	\$ 30.00	x 3 wk.	\$ 30.00	
Basketball, Open Gym	\$ 5.00		\$ 5.00	
Cross Country Skiing	\$ 36.00	own gear	\$ 36.00	own gear
	\$ 52.00	rent gear	\$ 52.00	
Guitar, Intro. - 4 wks.	\$ 50.00		\$ 50.00	
Gym, Parent Tot - 4 wks.	\$ 30.00		\$ 35.00	
Landscaping Class/Gardening	\$ 22.00		\$ 22.00	
Running shoes & Microbrews - 5K	\$ 40.00	over 21	\$ 50.00	
Rock Climbing: outdoor	\$ 150.00	Plus Equip	\$ 150.00	Plus Equip

ATTACHMENT 2 - RECREATION FEES (Continued)

Rock Climbing: indoor	\$ 31.00		\$ 31.00	
Tennis, Individual	\$ 50.00	(1.5 hr.)	\$ 60.00	(1.5 hr.)
Piano	\$ 48.00		\$ 48.00	
Art in the Park	\$ 34.00		\$ 34.00	
Summer Dance Camp	\$ 60.00		\$ 60.00	
Volleyball, Open Gym	\$ 5.00		\$ 5.00	
Youth Volleyball - Open Gym	\$ 5.00		\$ 5.00	
Yoga Class - 4 wks.	\$ 39.00		\$ 39.00	
Youth Baseball	\$ 45.00		\$ 53.00	
Youth Baseball - Smart Hitters	\$ 49.00		\$ 59.00	
Youth Basketball	\$ 45.00		\$ 53.00	
Youth Sponsorship	\$ 275.00		\$ 275.00	
Youth Volleyball	\$ 45.00		\$ 53.00	
Day Camp (K - 8th Grade) - wk.	\$ 225.00		\$ 225.00	
Pee Wee Camp - wk.	\$ 165.00		\$ 185.00	
Wilderness Camp - wk.	\$ 325.00		\$ 325.00	
JACC Arts Camp - wk.	\$ 250.00		\$ 250.00	
Winter Day Kamp	\$ 225.00		\$ 225.00	
Spring Day Kamp	\$ 225.00		\$ 225.00	
Camp Extended Care - wk.	\$ 100.00		\$ 110.00	
Camp Counselor In Training - wk.	\$ 75.00		\$ 75.00	
Camp No School Days - day.	\$ 55.00		\$ 55.00	
Golf Lessons - 5 wks.	\$ 105.00		\$ 105.00	
Intro. To Bowling - 4 wks.	\$ 39.00		\$ 39.00	
Photography Classes	\$ 30.00		\$ 30.00	
Snowshoe Classes	\$ 36.00		\$ 36.00	
Spokane Chiefs Tickets	\$ 25.00		\$ 30.00	
White Water Rafting Trips				
Spokane River	\$ 52.00	cost + 50%	\$ 52.00	cost + 50%
Clark Fork River	\$ 73.00	cost + 50%	\$ 73.00	cost + 50%
Spokane or Clark Fork-Wine Taste	\$ 73.00	cost + 50%	\$ 73.00	cost + 50%
Ice Skating Lessons - 8 wks.	\$ 100.00		\$ 100.00	
Hockey Lessons - 5 wks.	\$ 70.00		\$ 70.00	
Preschool Workshops	\$ 20.00		\$ 20.00	
Preschool - Discovery Art (4 wks.)	\$ 40.00		\$ 40.00	
Youth Volleyball - Competitive	\$ 188.00	Team	\$ 214.00	Team, extra player \$29.00
Archery	\$ 65.00	(6-12 yr. olds)	\$ 65.00	(13-18 yr. olds)
Pickleball Lessons	\$ 50.00		\$ 50.00	
River City Basketball Tournament	\$ 300.00	Team	\$ 300.00	
Murder Mystery Party	\$ 70.00	per person	\$ 70.00	per person
Dodgeball Tournament	\$ 110.00	Team	\$ 110.00	Team
Volleyball Tournament	\$ 110.00		\$ 110.00	
Daddy Daughter Program	\$ 40.00		\$ 40.00	

ATTACHMENT 2 - RECREATION FEES (Continued)

Snow Tubing Trip		
Adult	\$ 45.00	\$ 50.00
Youth	\$ 37.00	\$ 37.00
Camping 101	\$ 55.00	\$ 55.00
E-Sports Tournaments	\$ 25.00	\$ 25.00
Volleyball and Football Clinics	\$ 45.00	\$ 55.00
Theater Arts	\$ 65.00	\$ 65.00
Arts Enrichment	\$ 40.00	\$ 40.00
Pickleball Tournament	\$ 50.00	\$ 50.00
Ladies Day Out	\$ 6.00	\$ 60.00
Comics Design	\$ 25.00	\$ 25.00
Gaming Introduction	\$ 12.00	\$ 12.00
Strider Camp	\$ 125.00	\$ 125.00
Kickball Tournament	\$ 125.00	\$ 125.00
Preschool Holiday Art	\$ 20.00	\$ 20.00
Sponsorships	Negotiated	Negotiated

Festival Fees:

10 X 10 Food Booth	\$335.00
10x15 Food Booth	\$460.00
10x20 Food Booth	\$620.00
10 X 10 Craft Booth	\$175.00
10x20 Craft Booth	\$345.00
10x10 Prepackaged Food Booth	\$280.00
Electricity Fees	\$65.00 per plug / 220 volt outlet @ \$225
Camping Fees	\$150.00
One Day Craft Booth	\$75.00
Odd sized and special activities based upon negotiated activities.	
Event Sponsorship	Negotiated
Bridal Fair Booth	\$75.00
Post Falls Festival/Craft Booth	\$75.00

Centennial Trail User Fee:

Request for special events to use the Centennial Trail will be charged a \$0.50 per user fee that will go towards the upkeep and maintenance of the Centennial Trail. There is also a re-fundable \$500.00 performance deposit required.

Contracted Programs:

Fees for contracted programs will be that amount established in the contract between the Contractor and the City of Post Falls, which will take into consideration the number

ATTACHMENT 2 - RECREATION FEES (Continued)

of participants, supplies, equipment and Contractor's other costs.

New Programs:

Fees will be set to cover Program hard costs (staff, supplies, marketing, facility rental) plus 30% to cover administrative costs.

Tournaments

Fees will be set to cover the use of the City facilities. Minimum charge is \$100.00 per day and up to \$500.00 per day based on the scope of the event and fees being charged. Fees for field preparation might be charged, if necessary.

Miscellaneous Recreation Fees:

A \$75 fee is charged for the rescheduling and/or forfeit of games in League Sports programs. Late registrations (following the pre-season meeting) for youth sports

ATTACHMENT 3 - PARK FEES

Picnic Shelter Fees:

Grand Pavilion & Tullamore Amphitheater:

	<u>Resident</u>		<u>Non-Resident</u>	
	Weekday	Weekend/ Holiday	Weekday	Weekend/ Holiday
Family	\$ 125.00	\$ 250.00	\$ 175.00	\$ 350.00
Non Profit	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00
Business	\$ 175.00	\$ 350.00	\$ 225.00	\$ 450.00

Picnic Shelter/West Lawn Area/Higgins/Tullamore South Pavilion:

	Weekday	Weekend/ Holiday	Weekday	Weekend/ Holiday
Family	\$ 100.00	\$ 175.00	\$ 150.00	\$ 225.00
Non Profit	\$ 125.00	\$ 200.00	\$ 175.00	\$ 250.00
Business	\$ 150.00	\$ 225.00	\$ 200.00	\$ 275.00

Gazebo/Corbin Park/Falls Park/Syringa

	Weekday	Weekend/ Holiday	Weekday	Weekend/ Holiday
Family	\$ 50.00	\$ 125.00	\$ 100.00	\$ 175.00
Non Profit	\$ 75.00	\$ 150.00	\$ 125.00	\$ 200.00
Business	\$ 100.00	\$ 175.00	\$ 150.00	\$ 225.00

General Picnic Shelters:

	Weekday	Weekend/ Holiday	Weekday	Weekend/ Holiday
Family	\$ 25.00	\$ 50.00	\$ 35.00	\$ 60.00
Non Profit	\$ 30.00	\$ 55.00	\$ 40.00	\$ 65.00
Business	\$ 35.00	\$ 60.00	\$ 45.00	\$ 70.00

Trailhead Shelter

ATTACHMENT 3 - PARKS FEES (Continued)

	Weekend/ Holiday	Weekday * (Mon-Thur)	** Fri/Sat/Sun)
Regular:		\$100.00/hr.	\$195.00/hr.
Holiday:		\$275.00/hr.	\$295.00/hr.

* Minimum of 2 hours.
** Minimum of 4 hours.

ATTACHMENT 3 - PARKS FEES (Continued)

Daily Fees:

	<u>Resident</u>		<u>Non-Resident</u>
Cars	\$ 6.00	Cars	\$ 10.00
RV	\$ 15.00	RV	\$ 30.00
Boat Launch	\$ 15.00	Boat Launch	\$ 30.00
Busses *	\$ 50.00	Busses *	\$ 50.00

* Busses will be classified as any vehicle requiring a commercial drivers license (CDL) to operate

Season Pass **

	<u>Resident</u>		<u>Non-Resident</u>
Cars	\$ 20.00	Cars	\$ 50.00
Bus	\$ 150.00		\$ 150.00

** Each household within the City limits of Post Falls will receive one complimentary parking pass for Q'Emiln Park per calendar year. Any lost and/or additional passes will result in the required fee. Complimentary parking passes will be verified by a valid drivers license.

Ball/Sports Field Usage Fees:

Use/Reservation of field	\$15.00/hr.
Pre-game prep of baseball fields	\$40.00/time
Pre-game prep of soccer & football fields	\$75.00/time
Additional material (ex: drying agent)	Charged at cost

*Organized league users may be eligible for adjusted fees if supply equipment for City use.

Miscellaneous Items:

Gym Rental	\$20.00/hr.
Community Garden	
4 X 8 Plot	\$ 30.00
20 X 20 Plot	\$ 80.00
Deposit	\$ 40.00

ATTACHMENT 4 - CEMETERY FEES

Burial Lots

Roadside	\$ 1,800.00
Middle	\$ 1,600.00
Inner	\$ 1,400.00
Cremation Lot	\$ 1,150.00
2nd Use Lot	Half of lot fee

Blocks 101, 103, 106, 107 & 108

All lots	\$ 2,500.00
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Double depth lots are 1.5 X the lot cost

Niche - Top	\$ 1,350.00
Niche - Middle	\$ 1,300.00
Niche - Bottom	\$ 1,250.00

Niches Blocks 100 -155

Row A (top)	\$ 1,800.00
Row B	\$ 1,700.00
Row C	\$ 1,600.00
Row D	\$ 1,500.00
Row E	\$ 1,400.00
Row F (bottom)	\$ 1,300.00

Opening and Closing - Lots

Single depth	Weekdays	\$ 500.00
Double depth - 1st	Weekdays	\$ 600.00
Double depth - 2nd	Weekdays	\$ 500.00
Single depth/Top double	Saturday (No Sunday)	\$ 800.00
Double depth - 1st	Saturday (No Sunday)	\$ 900.00
Additional to above pricing:		
	After 3 PM	\$ 250.00
	Winter Surcharge	\$ 75.00
	Holiday Weekend/Saturday	\$ 450.00

Opening and Closing - Niche

Weekdays	\$ 350.00
Saturday (No Sunday)	\$ 650.00

Additional to above pricing:

After 3 PM	\$ 250.00
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Holiday Weekend/Saturday \$ 450.00

Miscellaneous

Headstone Locations	\$ 100.00
Setting Military Markers	\$ 125.00
Setting Markers	\$ 200.00
Moving Markers/Headstones	\$ 200.00
	Based upon
Oversize Headstones	scope of job
Liners	2.5 X Cost
Deed Transfer	\$ 75.00
Engraving	2.5 X Cost
Sell Lot Back to City	\$ 75.00
Temporary Markers	2.5 X Cost
Markers	2.5 X Cost
Ancillary Items	2.5 X Cost
Memorial Tree	\$ 750.00

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES

ANNEXATION (Standard)

Annexation Pre-Application Conference	\$600.00 plus \$300.00/follow-up meeting
Annexation Application	\$3,000 w/out major infrastructure (includes one agreement). Negotiated fees with infrastructure issues (includes one agreement). \$500.00 for each additional agreement.
Annexation Fee (paid w/building permit)	\$1,000 per lot per unit (residential) \$0.10 per square ft. of property (non-residential)

BUILDING

Plan Check Deposit	Paid at Plan Submittal
Residential	\$150.00
Duplex	\$300.00
Townhouse Unit	\$150.00 per unit
Commercial	Valuation
Provisional Certificate of Occupancy	\$250.00 flat fee
Board of Appeals Application Fee	\$150.00 flat fee
Residential Plan Review	25% of building permit
Commercial Plan Review	65% of building permit
Commercial Mechanical Plan Review	25% of mechanical permit
Foundation Only Permit	10% of building permit in addition to the full building permit fee
Work Performed with no valid permit	Regular Building/Mechanical permit fee X 2
Retaining Walls	\$4.50 per Linear Foot
Manufactured Home Regular Set	\$150.00 flat fee
Manufactured/Modular Home Foundation	\$400.00 flat fee
Building Move	\$300.00 flat fee
Additions to Residential Homes	\$72.62 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Patio Cover Only	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck Only	\$15.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck w/Cover	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck/Patio Cover and Enclosure	\$25.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Breezeway	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Interior Finish Residential Homes	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
General Building Permit Valuation per Occupancy and Type of Construction	Per Building Safety Journal 7/2008 to establish valuation
Basement - Finished	\$96.83 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Basement - Unfinished	\$77.46 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Pole Building Residential	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Special Inspection/Re-inspection	\$100.00 per hour, one hour minimum
Re-Roof, Residential	\$150 flat fee
Re-Roof, Commercial	Based upon the valuation of the work to be performed, minimum of \$150 fee.
Residing a Structure, Residential	Residential - \$100 flat fee.
Residing a Structure, Commercial	Based upon the valuation of the work to be performed, minimum of \$100 fee.
Replacing Windows, Residential	Residential - \$100 flat fee.
Replacing Windows, Commercial	Based upon the valuation of the work to be performed, minimum of \$100 fee.
Changes to Approved plans	\$100 per hour, one half hour minimum.
Each Pole/Monument sign 8 ft. or higher	\$400.00 each
All Other Signs, per type of sign per site	\$200.00 per type
Demolition-Residential per lot	\$200.00 flat fee
Demolition-Commercial per lot	\$300.00 flat fee
Swimming Pool	Based upon the valuation of the work to be performed.

TOTAL VALUATION

PERMIT FEE WORKSHEET

\$1.00 to \$500	\$23.50
\$501 to \$2,000	\$23.50 for the first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000.
\$2,001 to \$25,000	\$69.25 for the first \$2,000 plus \$14 for each additional \$1,000, or fraction thereof, to and including \$25,000.
\$25,001 to \$50,000	\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000.

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

\$50,001 to \$100,000	\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000.
\$100,001 to \$500,000	\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.
\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000, or fraction thereof.

MECHANICAL PERMIT FEES

Processing fee on all permits	\$45.00
Furnace, all types under 100KBTU	\$18.00
Furnace, all types over 100KBTU	\$22.00
Misc. venting, C/A, duct modifications	\$15.00
Gas fireplace	\$25.00
Residential range hood	\$16.00
Gas water heater	\$15.00
Ventilating/exhaust fans	\$10.00
Gas piping, each outlet	\$5.00
Clothes dryers	\$16.00
Heat pump, A/C 0-3 tons,	\$16.00
Heat pump, A/C 3+-15 tons,	\$30.00
Heat pump, A/C 15+-30 tons,	\$40.00
Heat pump, A/C 30+-50 tons,	\$60.00
Heat pump, A/C over 50 tons,	\$100.00
Air handlers, Fan coil units under	\$15.00
Air handlers, Fan coil units over 10,000	\$20.00
Air to air heat exchangers	\$25.00
Evaporative coolers, all types	\$15.00
Type I hood, commercial use	\$16.00/ft.
Type II hood, commercial use	\$16.00/ft.
Solid fuel stoves, inserts, must be listed	\$25.00
Installation/relocation of floor/wall/suspended heaters	\$20.00
Commercial plan review fee	25% of equipment fees.

RESIDENTIAL/COMMERCIAL/INDUSTRIAL

Utility R-O-W	\$100.00
Commercial R-O-W (Base fee)	\$350.00
Residential R-O-W (Base fee)	\$150.00
Utility Trench Inspection	
1 - 200 ft.	\$250.00
201 - 200 ft.	\$350.00
401 - 600 ft.	\$400.00
601 - 800 ft.	\$450.00
Over 800 ft.	\$0.85 per ft.
Curb and Gutter	\$150.00 + \$0.60 per ft.
Sidewalk and Approaches	\$150.00 + \$0.60 per ft.
Swales and Drywells	\$150.00 + \$0.20 per sq. ft. Swale + \$60.00/Drywell
Pavement	\$150.00 + \$0.50 per sq. yard
Water Pressure Test	\$120.00/observed test
Sewer Pressure Test	\$120.00/observed test
Street Tree Inspection	\$40.00 per tree

MAPS

Small Map (24"-35")	\$25.00
Large Map (36" +)	\$35.00
Electronic CD	\$20.00

MAILING AND PUBLICATIONS

Public Notice Mailings	\$6.00 each
Published Notices (billed to applicant)	\$300.00

MISCELLANEOUS

Table A-33-A - Grading Plan Review Fees

50 cubic yards or less	No fee
51 to 100 cubic yards	\$35.00
101 to 1,000 cubic yards	\$55.00
1,001 to 10,000 cubic yards	\$75.00
10,001 to 100,000 cubic yards	\$75.00 for the first 10,000 cubic yards + \$40.00 for each additional 10,000 cubic yards or fraction thereof.
100,001 to 200,000 cubic yards	\$435.00 for the first 100,000 cubic yards + \$20.00 for each additional 10,000 cubic yards or fraction thereof.
200,001 cubic yards or more	\$615.00 for the first 200,000 cubic yards + \$10.00 for each additional 10,000 cubic yards or fraction thereof.
Other Fees: Additional plan review required by changes, additions or revisions to approved plans	\$100.00 per hour*

*Or the total hourly cost to the jurisdiction, whichever is the greatest. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Table A-33-B - Grading Permit Fees¹

50 cubic yards or less	\$35.00
51 to 100 cubic yards	\$55.00
101 to 1,000 cubic yards	\$55.00 for the first 100 cubic yards + \$25.00 for each additional 100 cubic yards or fraction thereof.
1,001 to 10,000 cubic yards	\$280.00 for the first 1,000 cubic yards + \$22.00 for each additional 1,000 cubic yards or fraction thereof.
10,001 to 100,000 cubic yards	\$480.00 for the first 10,000 cubic yards + \$100.00 for each additional 10,000 cubic yards or fraction thereof.
100,001 cubic yards or more	\$1,380.00 for the first 100,000 cubic yards + \$55.00 for each additional 10,000 cubic yards or fraction thereof.
Other inspections and Fees:	
Inspections outside of normal business hours (minimum charge - two (2) hours)	\$100.00 per hour ²
Reinspection fees assessed under provisions of Section 108.8	\$100.00 per hour ²
Inspections for which no fee is specifically indicated (minimum charge - one half (1/2) hour)	\$100.00 per hour ²

¹ The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.

² Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Road Closure/Lane Closure	\$150.00
Street/Plat Vacation	\$750.00
Off-Site Improvement Waiver	\$150.00

Special Pre-Application Meeting Requests	\$250.00 (1st Meeting No Charge, 2nd request \$250.00)
Floodplain Permit	\$50.00

SUBDIVISION

Subdivision Pre-Application Conference	\$600.00, \$300.00 follow-up meetings
Minor Subdivision	\$1,000
Subdivision Amendment	\$500
Subdivision Fee	\$2,500.00 + \$50.00/lot
Subdivision Extension	\$150.00
Construction Plan Review	\$2,000.00 + \$50.00/lot >50 lots
Condominium <50 units	\$750.00
Condominium >50 units	\$750.00 + \$10.00/unit >50 units
Final Plat <50 lots	\$600.00
Final Plat >50 lots	\$600.00 + \$10.00/lot >50 lots
Engineering Construction Svcs. (Commercial)	See Commercial R-O-W Fees
Engineering Construction Svcs.(Residential)	\$350.00/lot
Engineering Construction Improvement Agreement	\$750.00

ZONING (Standard & Smart Code)

Smart Code Regulating Plan Review	\$3,500.00
Special Use Permit	\$750.00
Zone Amendment (Map/Text)	\$1,200.00
Variance	\$350.00
Preliminary PUD	\$2,500.00
Final PUD	\$1,000.00
PUD Modification/Amendment Major	\$1,500.00
PUD Modification/Amendment Minor	\$200.00
Comprehensive Plan Amendment (Map/Text)	\$1,200.00
Site Plan Review (Commercial and 3plex+)	\$2,000 (two reviews), \$250.00 (additional reviews or meetings).
Administrative Permit	\$300.00
Parking Lot Permit	\$500.00
Tree Installation Fee	\$600.00
Appeal (P&Z, Staff Action, or City Council)	\$350.00
License To Use Real Property	\$1,000.00
Development Agreement Addendum	\$600.00
Fee in lieu for parking	\$6,102.00

SPECIAL EVENTS

Special Event Permit	\$100.00 Parade Fee (No Fee for other events)
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ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES**ELECTRICAL**

Residential	
Up to 1,500 sq. ft.	\$130.00
1,501 to 2,500 sq. ft.	\$195.00
2,501 to 3,500 sq. ft.	\$260.00
3,501 to 4,500 sq. ft.	\$325.00
Over 4,500 sq.ft.	\$325 plus \$65 for each additional 1,000 sq. ft. or portion thereof.
New Multi-Family Dwelling (contractors only):	
Duplex	\$260.00
Three or more multi-family unites	\$130 per building plus \$65 per unit.
Existing Residence/Modular, Manufactured or Mobile Homes/Detached Shop/Garage	\$65 fee (one circuit included) plus \$10 per additional branch circuit, up to the maximum of the corresponding square feet of the building.
Spas and Hot Tubs	\$65.00 for each inspection.
Swimming Pools	\$130.00 (covers two (2) mandatory inspections with the exception of lighting.)
Miscellaneous	
Signs	\$65 per sign.
Outline Lighting	\$65 per occupancy.
Other	\$65 per hour.
Requested Inspection	\$65 per hour.
Power has been off for over 1 year.	\$65 per hour.
Plan Check (2 hour minimum)	\$65 per hour.
Temporary Service	\$65 for 200 amps or less; over 200 amps - see Commercial.
Reinspection Fee	\$100.00
Work without permit	Failure to obtain permit prior to commencing work (fee equal to permit).
Commercial/Industrial	
Total Cost of Electrical System (contracted amount)	
Up to \$10,000:	(Total cost of system * 0.02) + \$60
\$10,001 to \$100,000.:	((Total cost of system - 10,000) * 0.01) + \$260
\$100,001 and over:	((Total cost of system - 100,000) * 0.005) + \$1,160
Plan Review Fee	(NEC, Building & Energy Code Compliance) 55% of Electrical Permit Fee.

PLUMBING

Bar Sinks	\$8.00 + \$35.00 processing fee on all permits.
Bath Tub, including shower	\$8.00 + \$35.00 processing fee on all permits.
Backflow Assembly (Building)	\$8.00 + \$35.00 processing fee on all permits.
Backflow Assembly (Landscape)	\$8.00 + \$35.00 processing fee on all permits.
Backwater Valve	\$8.00 + \$35.00 processing fee on all permits.
Clothes Washer	\$8.00 + \$35.00 processing fee on all permits.
Drain waste/vent piping, alteration/replacement each fix	\$8.00 + \$35.00 processing fee on all permits.
Floor Drains/Hub Drains	\$8.00 + \$35.00 processing fee on all permits.
Gas Piping	\$8.00 + \$35.00 processing fee on all permits.
Kitchen Sinks and /or dishwasher	\$8.00 + \$35.00 processing fee on all permits.
Lavatory (wash basins)	\$8.00 + \$35.00 processing fee on all permits.
Lawn Sprinklers from water connect through backflow c	\$8.00 + \$35.00 processing fee on all permits.
Mobile Home W/S Hook up	\$8.00 + \$35.00 processing fee on all permits.
Other	\$8.00 + \$35.00 processing fee on all permits.
Radiant Head (Quantity equals # of zones)	\$8.00 + \$35.00 processing fee on all permits.
Sewer Ejector/Sump Pump	\$8.00 + \$35.00 processing fee on all permits.
Sewer Service	\$8.00 + \$35.00 processing fee on all permits.
Showers	\$8.00 + \$35.00 processing fee on all permits.
Utility Sinks	\$8.00 + \$35.00 processing fee on all permits.
Water Closet (toilet)	\$8.00 + \$35.00 processing fee on all permits.

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

Water Heater	\$8.00 + \$35.00 processing fee on all permits.
Water Piping, alteration or replacement, each fixture.	\$8.00 + \$35.00 processing fee on all permits.
Water Service	\$8.00 + \$35.00 processing fee on all permits.
Water Softener	\$8.00 + \$35.00 processing fee on all permits.
Residential Fire Sprinkler Supply from Domestic Water System	\$65.00 (up to 16 heads)
Residential Fire Sprinkler Supply from Domestic Water System.	\$4.00 per head (17 heads and up)
Commercial Fee Schedule	
Up to the 1st \$20,000	3% of the contract price.
\$20,001 to \$100,000	2% of the contract price.
\$100,001 to \$200,000	1% of the contract price.
Over \$200,001	.5% of the contract price.

IMPACT FEES

Type of Use	Parks	Public Safety	Streets	Multimodal	Fire/EMS	Total
Residential						
	Per Housing Unit					
Multi-Family	\$ 3,130	\$ 380	\$ 965	\$ 731	\$ 1,339	\$ 6,546
Single-Family	\$ 4,206	\$ 511	\$ 1,707	\$ 982	\$ 1,339	\$ 8,745
Non-Residential						
Commercial /Shopping Center	N/A	\$ 0.51	\$ 3.40	\$ 0.96	\$ 0.67	\$ 5.54
Office	N/A	\$ 0.20	\$ 1.32	\$ 0.37	\$ 0.67	\$ 2.57
Light Industrial	N/A	\$ 0.10	\$ 0.68	\$ 0.19	\$ 0.67	\$ 1.64
Manufacturing	N/A	\$ 0.08	\$ 0.53	\$ 0.15	\$ 0.67	\$ 1.43
Warehousing	N/A	\$ 0.03	\$ 0.23	\$ 0.07	\$ 0.67	\$ 1.00
Mini-Warehouse	N/A	\$ 0.03	\$ 0.20	\$ 0.05	\$ 0.67	\$ 0.96
Elementary School	N/A	\$ 0.26	\$ 1.75	\$ 0.48	\$ 0.67	\$ 3.17
Middle School/Junior High	N/A	\$ 0.27	\$ 1.82	\$ 0.52	\$ 0.67	\$ 3.28
High School	N/A	\$ 0.19	\$ 1.27	\$ 0.36	\$ 0.67	\$ 2.49
Day Care	N/A	\$ 0.64	\$ 4.30	\$ 1.21	\$ 0.67	\$ 6.82
Church	N/A	\$ 0.15	\$ 0.95	\$ 0.26	\$ 0.67	\$ 2.03
Assisted Living	N/A	\$ 0.09	\$ 0.57	\$ 0.16	\$ 0.67	\$ 1.48
Nursing Home	N/A	\$ 0.14	\$ 0.88	\$ 0.26	\$ 0.67	\$ 1.95
Recreational Community Center	N/A	\$ 0.59	\$ 3.83	\$ 1.12	\$ 0.67	\$ 6.20
Hotel (per room)	N/A	\$ 171.82	\$ 1,144.14	\$ 323.06	N/A	\$ 1,639.02
Hotel (per sq. foot)	N/A	N/A	N/A	N/A	0.67	\$ 0.67

ATTACHMENT 6 - PUBLIC SAFETY FEES

All Violations of Title 6 - Animal Control Violations

First Offense	\$ 25.00
Second Offense	\$ 50.00
Third Offense	\$ 100.00

Animal Control Impound Fees

Impound For (up to 72 hours)	\$ 25.00
After 72 hours	\$10.00/Day

Animal Control Licenses

Spayed/Neutered Canine	\$1.25/Month
Not Spayed/Neutered Canine	\$2.25/Month
Spayed/Neutered Cat	Free
Not Spayed/Neutered Cat	Will Not License
Miniature Pig	\$25.00 (one-time fee)
Adoption Fee	\$40.00

Police Department Fees and Fines

VIN Inspections	\$ 5.00
Vehicle Storage	\$15.00/Day
Parking Fine	\$ 20.00
Fingerprinting	\$10.00 first card \$5.00 each additional card
Salvage Permit Fee - 30 days	\$ 75.00
Salvage Permit Fee - 6 months	\$ 300.00*

*eligible for a \$50 refund/month if vehicle(s) is removed from the premises prior to the expiration date of the permit

Use of Police Department Community Room

Refundable Cleaning & Damage Deposit	\$ 25.00
Use of Audio/Visual Equipment	\$10.00/Day
Special Room Configuration and Setup	\$25.00 minimum
Room Use	\$ 25.00

False Alarms Fees

The revise First Offense	\$	25.00
Second Offense	\$	50.00
Third Offense	\$	100.00

Title 5 Fees

Sexually Oriented Business	\$300.00	Annually
Bathhouses & Massage Parlors	\$300.00	Annually

ATTACHMENT 7 - ADMINISTRATIVE FEES**Business Licenses & Regulations**

Alcoholic Beverage Licenses

Beer (off premises)	\$ 50.00	Annually
Beer (on premises)	\$ 200.00	Annually
Wine (off premises)	\$ 200.00	Annually
Wine (on premises)	\$ 200.00	Annually
Liquor/Wine (on premises)	\$ 562.50	Annually
Liquor/Wine (club)	\$ 281.25	Annually
Liquor/Wine (golf course)	\$ 300.00	Annually
Catering Permit	\$ 20.00	Daily
Door to Door Solicitation (180 days only)	\$ 25.00	Annually
Merchant Security Police	\$ 25.00	Annually
Business Licenses	\$ 25.00	Annually

Media Department

Use of audio/visual equipment, including but not limited to presentation equipment in the Council Chambers	\$35.00/hr.
Maximum Daily Fee	\$ 150.00
Taping/broadcast and facility use	\$50.00/hr.

City Hall Area Use Fee

Rotunda	\$ 100.00
Council Ante Room	\$ 50.00
Council Chambers	\$ 200.00
Plaza- Full Day	\$ 250.00
Plaza- Half Day	\$125.00
Carpet Soiling Surcharge	\$ 50.00

Deposit

Rotunda	\$ 50.00
Council Ante Room	\$ 25.00
Council Chambers	\$ 75.00
Plaza	\$ 150.00

Miscellaneous

City Street Renaming	\$ 250.00
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ATTACHMENT 8 - LOCAL IMPROVEMENT DISTRICT FEES

2 % Penalty	Charged after 30 day grace period
Idaho State judgment rate of interest, not to exceed 10% per annum	Charged as of delinquency certificate filing
Professional Services Fee	Bond Counsel Fees as billed, any other professional necessary as billed and actual staff time as calculated on staff's hourly benefited rate of pay
Early Pay-off Fee	Current LID principal, interest and penalty balance + calculated interest for current year + one year interest + a 2% penalty (calculated on the total aforementioned amounts)
Segregation Fee	Bond Counsel Fees as billed, any other professional necessary as billed and actual staff time as calculated on staff's hourly benefited rate of pay

ATTACHMENT 9 - RECORDS & COPY FEES

Records Oversight & Copy Fee Schedule - consistent with Records Policy and Idaho Law (no research or redaction required; over 100 copies or over 2 hours of copying or hours of records oversight, cumulatively - first 100 copies of back and white per 8 1/2" x 11" image area at no charge so long as can be done in less than 2 hours)

Black and White Copies	\$0.05 per page (not to exceed 11"x17")
Color Copies	\$0.10 per page (not to exceed 8 1/2"x11")
DVD Copies	\$1.00 each
CD Copies	\$1.00 each
Photos	\$2.00 each per 8 1/2"x10" or smaller image
VHS Tape (PD)	\$2.00 each
Oversized Documents (greater than 11"x17")	Net cost of duplication by outside vendor
Records examination oversight (for services beyond 2 hours in any calendar year)	Lowest hourly wage plus benefited amount (25% of wage) of any employee qualified to assist in the records research and oversight
	Lowest hourly wage plus benefited amount (25% of wage) of any employee qualified to assist in the records research and oversight.
Examination for redaction of confidential information	Legal services concerning redaction examination shall be charged at actual cost charged to City by qualified counsel whether prosecutor (employee - actual wage plus 25% benefits) or City attorney's office (contract counsel at actual billed rate)

Records sought to be copied must be City records that actually exist. The City does not perform research projects for those who request records that require compilation. Records examination and copying must conform to available personnel to assure that regular City business can be maintained.

Prepayment is required for any records-related activities that exceed 2 hours during any calendar year. Prepayment amounts will be based upon good faith estimates of time and resources required. When records have been produced pursuant to a prepaid request and the amount prepaid exceeds actual costs, the City will refund any balance that is not expended in provision of services or copies. Copying will not be completed unless prepaid, as required.

Serial records requests that are related to one another in any way will be treated as one request for purposes of calculating, copying, or records oversight charges during any calendar year.

ATTACHMENT 9 - RECORDS AND COPY FEES (Continued)

Records produced pursuant to this fee schedule and the policy it accompanies shall not be used for mail or telephone solicitation as prohibited by law. A person requesting such records may be asked to affirm compliance with such requirement by signature on a request form or similar document.

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 12/20/2022

DATE: 12/14/2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Ashlar Ranch Ordinance ANNX-0004-2022

ITEM AND RECOMMENDED ACTION:

With approval of the Ordinance Agenda, City Council authorizes the mayors signature on the Ordinance for the Ashlar Ranch Annexation.

DISCUSSION:

The applicant Ryne Stoker, VS Development LLC, has requested to annex approximately 9.962-acres with the Single-Family Residential (R1) zoning designation. The proposed property is generally located north of 12th Ave and to the east of Highway 41, and west of Maverick Lane.

On June 14, 2022, a public hearing was held before the Planning Department. After hearing the staff report and public testimony, the Commission recommended approval of the zoning request with the annexation. City Council moved to approve the annexation request with the Single-Family Residential (R1) zoning designation after hearing the staff report and public testimony on August 16, 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

ORDINANCE NO. _____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

A Parcel of Land Being Tract 43 Block 31 and that Portion of the Platted 12th Avenue Adjoining said Tract 43 per the Plat of Post Falls Irrigated Tracts Recorded in Book C at Page 78 Records of Kootenai County, Idaho Situated in the SW ¼ of Section 31, Township 51 N., Range 4 W., B.M., Kootenai County, Idaho.

**9.962 acres generally located east of Highway 41 and north of E. 12th Ave.
(File No. ANN-0004-2022)**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 9.962 ACRES, A PARCEL OF LAND BEING TRACT 43 BLOCK 31 AND THAT PORTION OF THE PLATTED 12TH AVENUE ADJOINING SAID TRACT 43 PER THE PLAT OF POST FALLS IRRIGATED TRACTS RECORDED IN BOOK C AT PAGE 78 RECORDS OF KOOTENAI COUNTY, IDAHO. SITUATE IN THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

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

WHEREAS, public hearings were held before both the Planning and Zoning Commission on June 14, 2022, and the City Council August 16, 2022, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, that Single-Family Residential (R1) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City, and it would be in the best interest of the City of Post Falls to annex the property.

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

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

SECTION 2: That the lands described in Exhibit A to this Ordinance are hereby zoned Single-Family Residential (R1) as depicted in the attached Exhibit A. Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

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

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the _____ day of _____, 2022.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 9.962 acres and zoning the property Single-Family Residential (R1). The property is generally located east of Highway 41 and north of 12th Ave. and is legally described as:

A PARCEL OF LAND BEING TRACT 43 BLOCK 31 AND THAT PORTION OF THE PLATTED 12TH AVENUE ADJOINING SAID TRACT 43 PER THE PLAT OF POST FALLS IRRIGATED TRACTS RECORDED IN BOOK C AT PAGE 78 RECORDS OF KOOTENAI COUNTY, IDAHO. SITUATE IN THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP; FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S 00°51'42" W A DISTANCE OF 2642.28 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 31, S 00°51'42" W A DISTANCE OF 1321.14 FEET TO THE INTERSECTION WITH THE CENTERLINE OF 12TH AVENUE, THENCE ALONG SAID CENTER LINE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO THE INTERSECTION WITH THE EXISTING CITY LIMITS OF POST FALLS AND THE **TRUE POINT OF BEGINNING**;

THENCE, ALONG THE EXISTING CITY LIMITS OF POST, N 00°49'21" E A DISTANCE OF 40.00 FEET;

THENCE, LEAVING THE EXISTING CITY LIMITS OF POST FALLS ALONG THE PROPOSED NEW CITY LIMITS; N 00°49'21" E A DISTANCE OF 617.24 FEET;

THENCE, CONTINUING ALONG THE PROPOSED CITY LIMITS, S 88°54'21" E A DISTANCE OF 661.06 FEET;

THENCE, S 00°48'13" W A DISTANCE OF 675.57 FEET TO THE PLATTED SOUTH RIGHT OF WAY LINE OF 12TH AVENUE;

THENCE, ALONG SAID SOUTH RIGHT OF WAY, N 89°03'01" W A DISTANCE OF 661.23 FEET TO THE INTERSECTION OF THE EXISTING POST FALLS CITY LIMITS;

THENCE, ALONG THE EXISTING CITY LIMITS OF POST FALLS, N 00°49'21" E A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 9.962 ACRES, MORE OR LESS.

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

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

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

DATED this day of , 2022.

Warren J. Wilson, City Attorney

EXHIBIT "A"

ASHLAR RANCH ANNEXATION

A PARCEL OF LAND BEING TRACT 43 BLOCK 31 AND THAT PORTION OF THE PLATTED 12TH AVENUE ADJOINING SAID TRACT 43 PER THE PLAT OF POST FALLS IRRIGATED TRACTS RECORDED IN BOOK C AT PAGE 78 RECORDS OF KOOTENAI COUNTY, IDAHO. SITUATE IN THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP; FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS S 00°51'42" W A DISTANCE OF 2642.28 FEET;

THENCE, ALONG THE WEST LINE OF SAID SECTION 31, S 00°51'42" W A DISTANCE OF 1321.14 FEET TO THE INTERSECTION WITH THE CENTERLINE OF 12TH AVENUE, THENCE ALONG SAID CENTER LINE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO THE INTERSECTION WITH THE EXISTING CITY LIMITS OF POST FALLS AND THE **TRUE POINT OF BEGINNING**;

THENCE, ALONG THE EXISTING CITY LIMITS OF POST, N 00°49'21" E A DISTANCE OF 40.00 FEET;

THENCE, LEAVING THE EXISTING CITY LIMITS OF POST FALLS ALONG THE PROPOSED NEW CITY LIMITS; N 00°49'21" E A DISTANCE OF 617.24 FEET;

THENCE, CONTINUING ALONG THE PROPOSED CITY LIMITS, S 88°54'21" E A DISTANCE OF 661.06 FEET;

THENCE, S 00°48'13" W A DISTANCE OF 675.57 FEET TO THE PLATTED SOUTH RIGHT OF WAY LINE OF 12TH AVENUE;

THENCE, ALONG SAID SOUTH RIGHT OF WAY, N 89°03'01" W A DISTANCE OF 661.23 FEET TO THE INTERSECTION OF THE EXISTING POST FALLS CITY LIMITS;

THENCE, ALONG THE EXISTING CITY LIMITS OF POST FALLS, N 00°49'21" E A DISTANCE OF 20.00 FEET TO THE **TRUE POINT OF BEGINNING**.

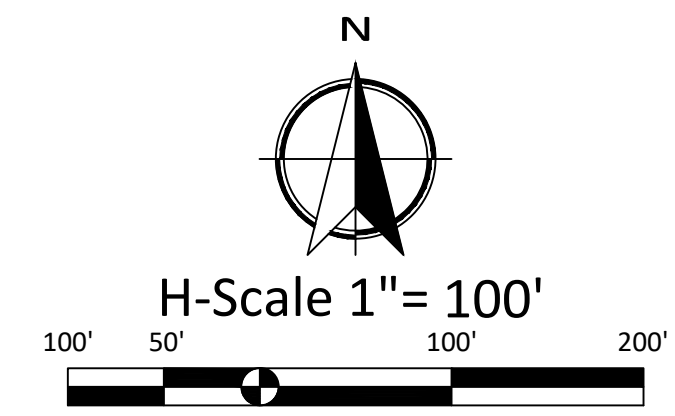
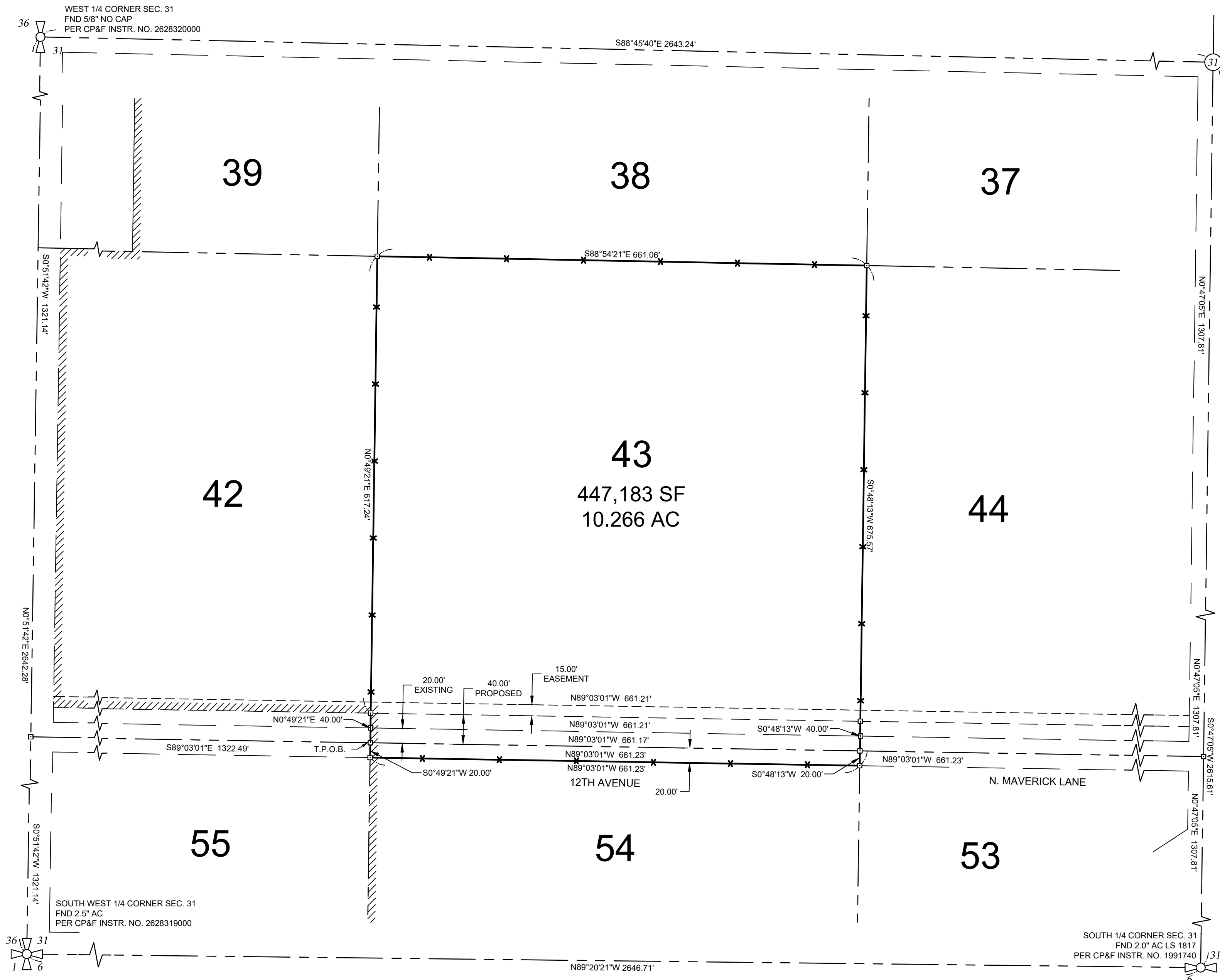
CONTAINING 9.962 ACRES, MORE OR LESS.



RECORD OF SURVEY

BOOK _____ PAGE _____
INST.# _____

CITY OF POST FALLS ORDINANCE #
SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



LEGAL DESCRIPTION: EXHIBIT "A"
 THAT PART OF THE SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 51 N., RANGE 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE WEST QUARTER CORNER OF SECTION 31 BEING A FOUND 5/8" REBAR WITH NO CAP;
 THENCE ALONG THE CENTER LINE OF HIGHWAY 41, S 00°51'42" W A DISTANCE OF 1321.14 FEET, THENCE ALONG THE CENTER LINE OF 12TH AVENUE, S 89°03'01" E A DISTANCE OF 1322.49 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE N 00°49'07" E A DISTANCE OF 657.24 FEET;
 THENCE S 88°54'21" E A DISTANCE OF 661.06 FEET;
 THENCE S 00°48'27" W A DISTANCE OF 675.57 FEET TO THE SOUTH RIGHT OF WAY LINE OF 12TH AVENUE;
 THENCE N 89°03'01" W A DISTANCE OF 661.23 FEET TO THE INTERSECTION OF THE POST FALLS CITY LIMITS;
 THENCE N 00°49'21" E A DISTANCE OF 20.00 FEET ALONG THE POST FALLS CITY LIMITS TO THE TRUE POINT OF BEGINNING.
 CONTAINING 9.962 ACRES, MORE OR LESS.

- REFERENCES**
 IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 RECORD OF SURVEY BY JON A. GORDON P.L.S. 13911, RECORDED IN BOOK 28, OF SURVEYS AT PAGE 408, UNDER INSTRUMENT NO. 2509253000.
 - R-2 ANNEXATION MAP BY MARK W. DUFFNER P.L.S. 9905, RECORDED IN BOOK 21 OF SURVEYS, AT PAGE 363, UNDER INSTRUMENT NO. 1748259.
 - R-3 RECORD OF SURVEY BY JAMES W. STILLINGER P.L.S. 5078, RECORDED IN BOOK 14 OF SURVEYS, AT PAGE 14, UNDER INSTRUMENT NO. 1330307.
 - R-4 PLAT OF POST FALLS IRRIGATED TRACTS, RECORDED IN BOOK C OF PLATS AT PAGE 80.

BASIS OF BEARING
 AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011)(EPOCH: 2010.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 0.99992125. A CONVERGENCE ANGLE OF - 00°50'34" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

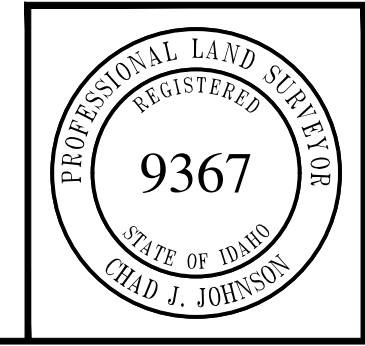
RECORDER'S CERTIFICATE
 THIS MAP WAS FILED IN THE OFFICE OF THE RECORDER, COUNTY OF KOOTENAI, STATE OF IDAHO, AT THE REQUEST OF JOHNSON SURVEYING
 ON DATE _____ AT _____ O'CLOCK ____ M
 AS INSTRUMENT _____ IN BK. _____ OF SURVEYS AT PG. _____
 BY _____
 DEPUTY,
 JIM BRANNON, RECORDER. FEE: _____

NOTES
 1. THERE WAS NO ATTEMPT MADE TO SHOW PHYSICAL FEATURES OF THE PROPERTY, OR TO SHOW ANY NON-RECORDED EASEMENTS, EXCEPT FOR THOSE SHOWN HEREON.

LEGEND

	N-S 1/4 SECTION CORNER AS NOTED		R.O.W. RIGHT-OF-WAY
	SECTION CORNER AS NOTED		T.P.O.B. TRUE POINT OF BEGINNING
	E-W 1/4 SECTION CORNER AS NOTED		EXISTING POST FALLS CITY LIMITS
	CENTER SECTION CORNER AS NOTED		PROPOSED POST FALLS CITY LIMITS

SURVEYOR'S CERTIFICATE
 I, CHAD J. JOHNSON, PLS 9367, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS IS A TRUE SURVEY OF THE PLATTED LAND MADE BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT APPLICABLE CORNER RECORDS HAVE BEEN FILED, IN COMPLIANCE WITH THE LAWS OF THE STATE OF IDAHO.
 CHAD J. JOHNSON PLS 9367 _____ DATE _____



RECORD OF SURVEY			
ANNEXATION ORDINANCE # _____			
SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SEC. 31, T 51 N., R 4 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: 12-08-2021	DRAFTED BY: ATM	PLAT DATE: 9/27/22	SHEET
FILE NAME: 21-288 SURVEY	CHECKED BY: CJJ	PROJECT No.: 21-288	1
			1

Johnson Surveying
 P.O. Box 2544 Post Falls, ID 83877
 208-660-2351
 johnsonsurveyingnw.com

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 12/20/2022

DATE: 12/14/2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Gabourie Annexation Ordinance File No. ANN-22-9

ITEM AND RECOMMENDED ACTION:

With approval of the Ordinance Agenda, City Council authorizes the mayor's signature on the Ordinance for the Gabourie Annexation.

DISCUSSION:

The applicant, Fred Gabourie, requested to annex his .30-acres with Single-Family Residential (R1) zoning designation. The property is generally located approximately 170' west of where S. Greensferry Rd ends; along the south of E. Rodkey Dr. north of the Spokane River. On September 13, 2022 a public hearing was held before the Planning and Zoning Commission; after hearing the staff report and public testimony the Commission recommended approval of the zoning request. City Council approved the requested annexation and zoning after hearing the staff report and public testimony 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

ORDINANCE NO. _____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

**Lot 13, Block A, Rodkey Subdivision, according to the plat recorded in the office of the County Recorder in Book D of Plats at Page 96, records of Kootenai County, Idaho.
.30-acres generally located approximately 170' west of where S. Greensferry Rd. ends; along the south of E. Rodkey Dr. north of the Spokane River.
(File No. ANNX-22-9)**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY .30 ACRES, LOT 13, BLOCK A, RODKEY SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN BOOK D OF PLATS AT PAGE 96, RECORDS OF KOOTENAI COUNTY, IDAHO; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

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

WHEREAS, public hearings were held before both the Planning and Zoning Commission on September 13, 2022, and the City Council October 18, 2022, in accordance with law and a Reasoned Decision was reached; and

WHEREAS, the City Council has determined that the real property adjoins the city limits, and that Single-Family Residential (R1) zoning is suitable and compatible with surrounding land uses and the provisions of the Post Falls Comprehensive Plan, that the land uses would fit in with the general development of the City, and it would be in the best interest of the City of Post Falls to annex the property.

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

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

SECTION 2: That the lands described in Exhibit A to this Ordinance are hereby zoned Single-Family Residential (R1) as depicted in the attached Exhibit A. Further, the Official Zoning Map of the City of Post Falls will be modified to include the annexed property within the City and to reflect the assigned zoning district.

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

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the _____ day of _____, 2022.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately .30 acres and zoning the property Single-Family Residential (R1). The property is generally located approximately 170' west of where S. Greensferry Rd. ends; along the south of E. Rodkey Dr. north of the Spokane River, and is legally described as:

Lot 13, Block A, Rodkey Subdivision, according to the plat recorded in the office of the County Recorder in Book D of Plats at Page 96, records of Kootenai County, Idaho.

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

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

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

DATED this day of , 2022.

Warren J. Wilson, City Attorney

Escrow No. 71374TH

QUITCLAIM DEED

FOR VALUE RECEIVED

Fred W. Gabourie Jr. and Sharon Sue Gabourie, husband and wife

do(es) hereby convey, release and forever quitclaim unto:

Fred W. Gabourie Jr. and Sharon S. Gabourie, husband and wife, as community property with right of survivorship

whose current address is: P.O. Box 2529, Post Falls, Id 83877

the following described premises, to-wit:

Lot 13, Block A Rodkey Subdivision, according to the plat recorded in the office of the County Recorder in Book D of Plats at Page 96, records of Kootenai County, Idaho

Date: March 5, 2009

Fred W. Gabourie Jr.
Fred W. Gabourie Jr.

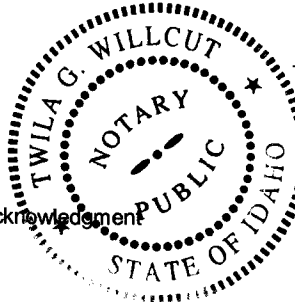
Sharon Sue Gabourie
Sharon Sue Gabourie

Notary Acknowledgment

STATE OF Idaho)
) ss.
COUNTY OF Kootenai)

On this 6th day of March, in the year of 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Fred W. Gabourie Jr. and Sharon Sue Gabourie known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Twila G. Willcutt
Notary Public in and for said State
Residing at: Dalton Gardens
Commission Expires: 11-28-2012

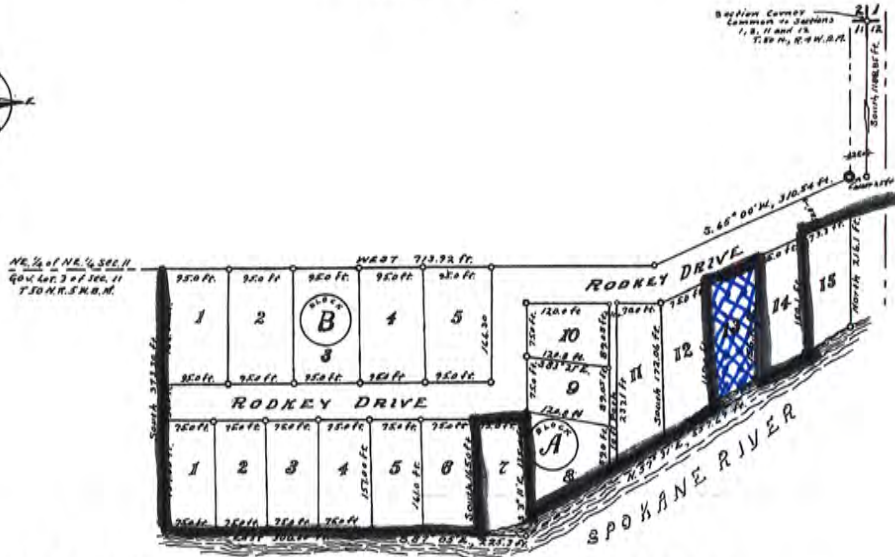
LOT 13, BLOCK A RODKEY SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER IN BOOK D OF PLATS AT PAGE 96, RECORDS OF KOOTENAI COUNTY, IDAHO.

RODKEY SUBDIVISION

Located In Gov. Lot 3 and NE. 1/4 of NE. 1/4
Of
Section 11 T50N.R5W.B.M.

D-96
317151
085186

SCALE
1 inch = 100 feet
⊙ = Point of Beginning
⊖ = Lot Corners - Metal Markers
fc = Feet



Recorded in Book D of Plats, Page 96.

SURVEYOR'S CERTIFICATE

I, Ray H. Kindler, a licensed land surveyor for the State of Idaho, do hereby certify that this plat is a true map of the survey made and stated on the ground with metal corner markers as shown on this plat, that the surveyed tract is located in NE 1/4 of NE 1/4 and Gov. Lot 3 of section 11, T50N, R5W, B.M. Kootenai County Idaho, and particularly described as follows:
Beginning at a point which is located south along the section line 1082.5 ft and West 250 ft to the west road line, from the Section Corner common to Sections 1, 2, 11 and 12, T50N, R5W, B.M. Thence S 65° 00' 00" W, 310.5 ft, thence West 713.32 ft, thence South 373.2 ft more or less to the shore line of the Spokane River, thence East along said shore line 300 ft, thence S 87° 05' E, along said shore line 225.3 ft, thence N 57° 31' E, along the shore line 537.67 more or less to a point on the west boundary line of Gov. Lot 3, thence North along said road line 216.70 to the point of beginning, said tract to be known as Rodkey Subdivision.

Ray H. Kindler
Surveyor

STATE OF IDAHO SS
COUNTY OF KOOTENAI
1956. Subscribed and sworn before me this 7th day of May 1956.



DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we, J. RODKEY and HELEN P. RODKEY, husband and wife are the owners of the tract of land described in this instrument and have caused the same to be divided into Street, Blocks, Lots and a park way as shown on this plat and to be known as RODKEY SUBDIVISION.
Be it further known that we, the said owners, do hereby dedicate the Street and parkway shown on this plat to the use of the public forever and reserve such easements as may be necessary over or along each lot for all public Utilities.
The said tract of land is described as follows, to-wit:
Beginning at a point which is located south along the section line 1082.5 feet and West 25 feet to the West Road line from the Section Corner common to Sections 1, 2, 11 and 12, T50N, R5W, B.M. in Kootenai County Idaho, thence S 65° 00' 00" W, 310.5 ft, thence West 713.32 ft, thence South 373.2 ft more or less to the shore line of the Spokane River, thence East along said shore line 300 ft, thence S 87° 05' E, along said shore line 225.3 ft, thence N 57° 31' E, along the shore line 537.67 ft to a point on the west line of County Road, thence North along said road line 216.70 ft to the point of beginning.

J. Rodkey
Helen P. Rodkey

STATE OF IDAHO SS
COUNTY OF KOOTENAI

On this 15th day of May 1956, before me a Notary in and for the State of Idaho, personally appeared J. Rodkey and Helen P. Rodkey, husband and wife, known to me to be the owners of the tract of land described in the foregoing instrument and acknowledged to me that they signed the same.

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

M. E. [Signature]
Notary Public for Idaho Residing in
My Commission Expires 12/1/57

COUNTY SURVEYOR'S APPROVAL

I, Warren T. Sheppard, Kootenai County Surveyor, have checked this plat of RODKEY SUBDIVISION and find that it conforms with the Idaho laws and hereby approve the same this day of May 1956.

Warren T. Sheppard
Kootenai County Surveyor



COUNTY COMMISSIONERS APPROVAL

Approved by the Kootenai County Board of Commissioners, in regular session this 11th day of May 1956

Attest: *E. [Signature]* Clerk of Board
H. [Signature] Chairman of the Board



CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 12/20/2022

DATE: 12/14/2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Farwest Steel Annexation Ordinance File No. ANNX-22-10

ITEM AND RECOMMENDED ACTION:

With approval of the Ordinance Agenda, City Council authorizes the mayor's signature on the Ordinance for Farwest Steel Annexation.

DISCUSSION:

The applicant, 4301 W Seltice Way LLC, requested to annex approximately 14.46 acres with an Industrial (I) zoning designation. The property is generally located west of the N. Pleasant View Rd and W. Seltice Way intersection along the north side 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 public testimony the Commission moved to recommend approval of the requested zoning. City Council moved to approve the annexation with the requested zoning after hearing both staff report and public testimony 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

ORDINANCE NO. _____

ANNEXATION & ZONE CLASSIFICATION OF PROPERTY

**A part of the South One-Half of the Southeast One-Quarter of Section 31, Township 51 North,
Range 5 West, Boise Meridian, Kootenai County, Idaho.
14.46 acres generally located west of N. Pleasant View Rd. and north of W. Seltice Way.
(File No. ANN-22-10)**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 14.46 ACRES, A PART OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

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

WHEREAS, public hearings were held before both the Planning and Zoning Commission on August 9, 2022, and the City Council October 18, 2022, in accordance with law and a Reasoned Decision was reached; and

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

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

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

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

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

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the _____ day of _____, 2022.

CITY OF POST FALLS

BY: _____
Ronald G. Jacobson, MAYOR

ATTEST

BY: _____
Shannon Howard, CITY CLERK

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, annexing approximately 14.46 acres and zoning the property Industrial (I). The property is generally located west of N. Pleasant View Rd. and north of W. Seltice Way, and is legally described as:

A part of the South one-half of the Southeast one-quarter of Section 31, Township 51 North, Range 5 West, Boise meridian, Kootenai County, Idaho, being described as follows:

BEGINNING at a point that is on the North Right of Way line of Seltice Way, said point being North 00°55'11" West 37.90 feet and North 88°22'03" West, 330.14 feet from the Southeast Corner of Section 31, said point being in the Southwest corner of that certain parcel described in the that certain Annexation into the City of Post Falls by Ordinance No. 1399, recorded July 22, 2020 as Recording Number 2765647000; thence North 88°22'03" West along said Right of Way line, 341.23 feet; thence along a spiral right of way line that has a total deflection of 02°, with a Chord Bearing of North 89°50'36" West, 201.49 feet; thence westerly along a curve to the left that has a radius of 2914.79 feet, through a central angle of 07°07'07" for an arc length of 362.14 feet with a Chord Bearing and Distance of South 86°02'35" West 361.90 feet to the South line of said Section 31; along said South line, North 88°29'07" West 570.70 feet to the northwesterly Right of Way line of the Union Pacific Railroad; thence along said northwesterly line, North 61°25'07" East 2015.35 feet to the West line of Pleasant View Road; thence along said West line, South 00°55'11" West 114.90 feet to the southeasterly Right of Way of the Union Pacific Railroad, also being the North line of said Annexation Ordinance No. 1399; thence along said southeasterly Right of Way, South 61°25'07" West 321.84 feet to the Northwest corner of said Annexation No. 1399; thence along the West line of said Annexation No. 1399 South 00°55'11" West 695.78 feet to the said Point of Beginning of this description, containing 14.46 acres, more or less.

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

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

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

DATED this day of , 2022.

Warren J. Wilson, City Attorney



November 15, 2022

Job No. 21-3041

**FARWEST STEEL
ANNEXATION INTO THE CITY OF POST FALLS, ID**

A part of the South one-half of the Southeast one-quarter of Section 31, Township 51 North, Range 5 West, Boise meridian, Kootenai County, Idaho, being described as follows:

BEGINNING at a point that is on the North Right of Way line of Seltice Way, said point being North $00^{\circ}55'11''$ West 37.90 feet and North $88^{\circ}22'03''$ West, 330.14 feet from the Southeast Corner of Section 31, said point being in the Southwest corner of that certain parcel described in the that certain Annexation into the City of Post Falls by Ordinance No. 1399, recorded July 22, 2020 as Recording Number 2765647000; thence North $88^{\circ}22'03''$ West along said Right of Way line, 341.23 feet; thence along a spiral right of way line that has a total deflection of 02° , with a Chord Bearing of North $89^{\circ}50'36''$ West, 201.49 feet; thence westerly along a curve to the left that has a radius of 2914.79 feet, through a central angle of $07^{\circ}07'07''$ for an arc length of 362.14 feet with a Chord Bearing and Distance of South $86^{\circ}02'35''$ West 361.90 feet to the South line of said Section 31; along said South line, North $88^{\circ}29'07''$ West 570.70 feet to the northwesterly Right of Way line of the Union Pacific Railroad; thence along said northwesterly line, North $61^{\circ}25'07''$ East 2015.35 feet to the West line of Pleasant View Road; thence along said West line, South $00^{\circ}55'11''$ West 114.90 feet to the southeasterly Right of Way of the Union Pacific Railroad, also being the North line of said Annexation Ordinance No. 1399; thence along said southeasterly Right of Way, South $61^{\circ}25'07''$ West 321.84 feet to the Northwest corner of said Annexation No. 1399; thence along the West line of said Annexation No. 1399 South $00^{\circ}55'11''$ West 695.78 feet to the said Point of Beginning of this description, containing 14.46 acres, more or less.

Prepared by:

Mitchell Duryea

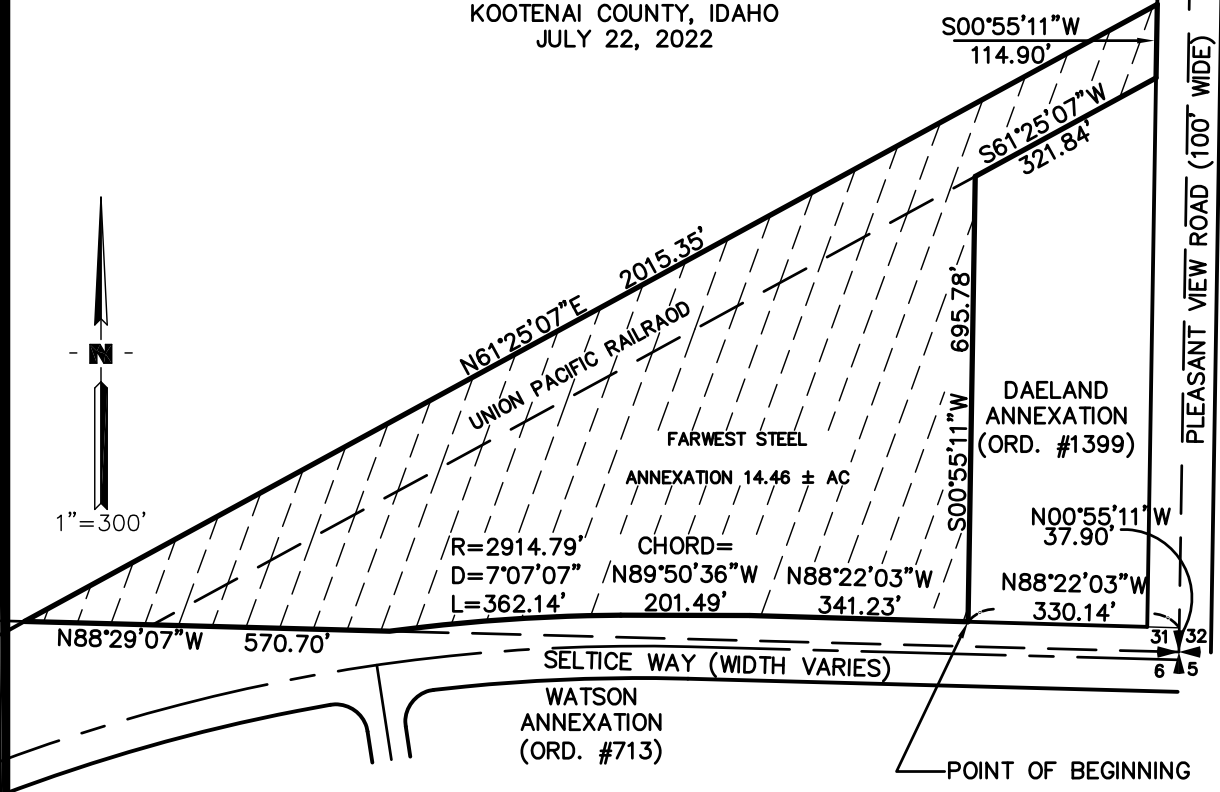
PLS 8693

Expires: September 30, 2022



FARWEST STEEL ANNEXATION
 CITY OF POST FALLS ANNEXATION
 ORDINANCE # _____

LOCATED IN THE SE 1/4, SECTION 31
 T. 51 N, R. 5 W., B.M.
 KOOTENAI COUNTY, IDAHO
 JULY 22, 2022



SURVEYOR'S CERTIFICATE

I, MITCHELL DURYEA, PROFESSIONAL LAND SURVEYOR NO. 8693 IN THE STATE OF WASHINGTON, DO HEREBY CERTIFY THAT THIS EXHIBIT WAS MADE BY ME OR UNDER MY DIRECTION AT THE REQUEST OF FARWEST STEEL.



MITCHELL DURYEA
 P.L.S. NO. 8693

7/22/22



DURYEA & ASSOCIATES
 2702 N. Perry Street
 Spokane, WA 99207
 JOB NO. 21-3041