



**CITY COUNCIL
MEETING AGENDA**

**January 3, 2023
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:

ACTION ITEM:

- a. Approval of the reappointment of Colin Coles and Christi Fleschman to the Post Falls Urban Renewal Agency

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 20, 2022, City Council Meeting
- b. Payables – December 13, 2022 – December 26, 2022
- c. Retail Village I Minor Subdivision Construction Improvement Agreement
- d. Retail Village II Minor Subdivision Construction Improvement Agreement
- e. Retail Village III Minor Subdivision Construction Improvement Agreement
- f. Verte Glenn Subdivision Plat Application

- g. Assignment of Opioid Funds to Panhandle Health District

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. Adams Annexation File No. ANNX-22-12

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:

4. NEW BUSINESS

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

ACTION ITEMS:

- a. WRF Harmonic Filter Replacement – Recommendation of Award

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 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
Mar 7	6:00 pm	<u>City Council</u>
Mar 14	5:30 pm	Planning & Zoning Commission
Mar 16	8:00 am	Urban Renewal Agency
Mar 21	5:00 pm	<u>Council Workshop</u>
Mar 21	6:00 pm	<u>City Council</u>
Mar 28	6:00 pm	Parks and Recreation Commission

Post Falls City Council Meeting

January 3rd, 2023

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

5:00pm Workshop -

[Ceremonies, Announcements, Appointments, Presentation](#)

- a. Approval of the reappointment of Colin Coles and Christi Fleschman to the Post Falls Urban Renewal Agency

1. [Consent Calendar](#)

- c. Retail Village I Minor Subdivision Construction Improvement Agreement – The Engineering Division requests approval of the CIA for the abovementioned subdivision. The agreement sets forth the typical expectations and responsibilities of the of the City and the developer. If approved, the Mayor will sign the documents.
- d. Retail Village II Minor Subdivision Construction Improvement Agreement - The Engineering Division requests approval of the CIA for the abovementioned subdivision. The agreement sets forth the typical expectations and responsibilities of the of the City and the developer. If approved, the Mayor will sign the documents.
- e. Retail Village III Minor Subdivision Construction Improvement Agreement - The Engineering Division requests approval of the CIA for the abovementioned subdivision. The agreement sets forth the typical expectations and responsibilities of the of the City and the developer. If approved, the Mayor will sign the documents.
- f. Verte Glenn 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. Assignment of Opioid Funds to Panhandle Health District – The Legal Department requests approval of the reallocation of opioid settlement funds the city received to the Panhandle Health District. The city currently does not have an established opioid abatement program. The amount of the funds to be reallocated is \$61,892 and would include any other payments received in the interim while the state processes the reallocation agreement. If approved, the Mayor will sign the documents.

2. [Public Hearings](#)

- a. Adams Annexation File No. ANN-22-12 – Opportunity for public comment is given on the request from George and Marilyn Adams Living Trust to annex approximately 4.75-acres into the City of Post Falls with a zoning request of Single-Family Residential (R-1) zoning. The property is located south of E. 16th Avenue and east of N. Idaho Street. The surrounding areas are Single-Family (R-1) homes within the City of Post Falls on the west and north. To the east and the south are large lot Single-Family homes within the Kootenai County central island that is surrounded by the city limits. At their October 11, 2022, meeting the Planning and Zoning Commission recommended approval of the zoning as requested. PFHD had no comment and KCFR and PFPD were neutral. Three people testified or wrote in as opposed to the annexation and zoning. After comment and discussion, Council should either approve or deny the annexation as presented.

3. [Unfinished Business](#)

4. [New Business](#)

- a. WRF Harmonic Filter Replacement – Recommendation of Award – Public Works Projects Manager Jaxon Fleshman requests approval of the recommendation of award to Midland Electric. On September 15, 2022, an electrical event occurred at the Water Reclamation Facility that led to significant damage to the Harmonic Filter unit in Utility Building #2 resulting in the need to completely replace the unit. The incident was reported to ICRMP, and it was determined that the City was eligible for reimbursable costs associated with the replacement. The amount quoted by Midland Electric was \$104,736. This quote was forward to ICRMP and is waiting for their board to approve. ICRMP has already issued an insurance check to the city in the amount of \$63,014. It is anticipated that the city will receive a full reimbursement for the difference. If approved by Council, the Mayor will sign the provided documents.

6. [Administrative / Staff Reports](#)

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.

Post Falls Check Approval



City of Post Falls

Packet: APPKT09999 - 12.27.22 Check run 1.4.23
 Vendor Set: 01 - Vendor Set 01

Check Date: 12/27/2022

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN14722	Post Falls Kiwanis				
APMWB	Check	66277	Damage Deposit Refund	001-22080	250.00
Balance Sheet Accounts Total:					250.00
Dept: 412 Information Systems					
D070	Dell Marketing LP				
APMWB	Check	10639996580	IT Training Specialist workstation	001-412.0000.80010	2,673.61
Dept 412 Total:					2,673.61
Dept: 414 Finance					
B091	BDS				
APMWB	Check	85882	Delinquency notices	001-414.1445.62170	264.51
				001-414.1445.62190	127.94
C239	CMRS-FP				
APMWB	Check	12/19/22	postage for postage machine	001-414.0000.63070	2,000.00
C291	Coeur d' Alene Press				
APMWB	Check	002553	NOPH Update to Fee Resolution	001-414.0000.62000	58.40
T345	Tyler Technologies				
APMWB	Check	025-393718	ERP Pro Financials Annual Fees	001-414.0000.66015	5,289.24
		INV0144598	Maintenance 10/1/2022 to 09/30/2023	001-414.0000.66015	4,540.39
		025-405412	Maintenance 2/1/2023 to 09/30/2023	001-414.0000.66015	8,833.24
		INV0144598	Maintenance 10/1/2022 to 09/30/2023	001-414.0000.66015	13,599.96
		025-405412	Maintenance 2/1/2023 to 09/30/2023	001-414.0000.66015	743.20
		INV0144598	Maintenance 10/1/2022 to 09/30/2023	001-414.0000.66015	2,074.22
Dept 414 Total:					37,531.10
Dept: 421 Police					
N276	Access Information Protected				
APMWB	Check	9832642	Shredding services	001-421.0000.68010	58.00
A254	Allegra Print & Imaging				
APMWB	Check	200875	PD Letterhead	001-421.0000.63060	578.35
		200877	PD letterhead envelopes	001-421.0000.63060	407.11
VEN14033	Amerigas Propane LP				
APMWB	Check	3143885500	Fuel for Blossom Mtn tower	001-421.0000.64030	180.28
C140	CDW Government Inc.				
APMWB	Check	FQ20287	Fortinet subscription	001-421.0000.66043	766.00
C291	Coeur d' Alene Press				
APMWB	Check	51182 120822	Annual subscription	001-421.0000.62060	341.21
C220	Coleman Oil Co				
APMWB	Check	CL39519	PD Fuel	001-421.0000.64030	4,399.72
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	15465	Department business cards	001-421.0000.63210	330.00
		15491	Fender graphic replacement - PFPD104	001-421.0000.67170	198.00
G020	Galls, LLC				
APMWB	Check	022711414	Entry tool	001-421.0000.67020	195.96
VEN13191	Intermax Networks				
APMWB	Check	226878	Direct fiber link to City Hall	001-421.0000.62040	475.00
VEN09941	Jacque Panza				
APMWB	Check	121822	Chaplain stipend - November	001-421.0000.62370	50.00
VEN07726	Jon Dekeles				
APMWB	Check	121822	Chaplain stipend - November	001-421.0000.62370	50.00
K080	Knudtsen Chevrolet and GMAC				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	5507838	Hose - PFPD151	001-421.0000.67100	107.70
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	46263	New applicant testing	001-421.0000.64020	25.00
VEN10085	Pure Filtration Products, Inc				
APMWB	Check	78523	HVAC filters for PD	001-421.0000.68030	539.76
Q001	Quality Control Services Inc.				
APMWB	Check	69545	Evidence scale balance	001-421.0000.63920	245.00
VEN07714	Uniforms2gear, Inc				
APMWB	Check	INV/2022/12/0601	Patrol badges	001-421.0000.67020	460.64
VEN14328	ZaccWorks				
APMWB	Check	2022-1214B	Server maintenance	001-421.0000.66043	135.00
		2022-1214A	Website maintenance	001-421.0000.66043	125.00
Dept 421 Total:					9,667.73
Dept: 424 Legal					
A510	AIC - Association of Id Cities				
APMWB	Check	200009529	IMA 2023 Winter Conference	001-424.0000.64020	230.00
Dept 424 Total:					230.00
Dept: 427 Animal Control					
VEN14369	Better Together Animal Alliance				
APMWB	Check	PF30	Animal shelter vaccines	001-427.0000.63000	103.30
C220	Coleman Oil Co				
APMWB	Check	CL39519	PD Fuel	001-427.0000.64030	119.34
Dept 427 Total:					222.64
Dept: 431 Streets					
H070	Harbor Freight Tools				
APMWB	Check	1000425	Bauer 6" paper discs 120 grit	001-431.0000.67090	24.99
VEN01373	Intermountain Sign & Safety				
APMWB	Check	16302	sign blanks - Telspar Poles	001-431.0000.63260	510.00
		16263	Yield Signs	001-431.0000.63260	105.00
VEN05363	North 40 Outfitters				
APMWB	Check	041553/E	Kerosene	001-431.0000.68080	251.96
B100	Owen Equipment Company				
APMWB	Check	00108345	Sweeper Brooms	001-431.0000.63520	3,023.94
R251	Serights Ace Hardware				
APMWB	Check	338158/1	gas can, battery	001-431.0000.68080	32.03
		338095/1	Garden Sprayer	001-431.0000.68080	17.99
T118	TPI Embroidery				
APMWB	Check	18742	Uniform Item - Jason Scott	001-431.4000.72000	118.98
W090	Welch Comer & Associates, Inc.				
APMWB	Check	41354110-007	Spokane Street Rehab Welch Comer Invoice	001-431.0000.68130	1,325.00
Dept 431 Total:					5,409.89
Dept: 433 Facility Maintenance					
S0760	Seltice Laundry				
APMWB	Check	2216	Laundry Service	001-433.0000.63160	31.68
		2220		001-433.0000.63160	46.46
		2213		001-433.0000.63160	35.73
		2217	Laundry service	001-433.0000.63160	35.38
		2214	Laundry	001-433.0000.63160	29.20
R251	Serights Ace Hardware				
APMWB	Check	337842/1	Misc.supplies	001-433.0000.63730	25.70
		337840/1	winter supplies	001-433.0000.63730	53.39
		338118/1	super glue	001-433.0000.67030	4.76
		337581/1	plumbing for boilers at p.d.	001-433.0000.67030	4.66
W0226	Walter E Nelson Co				
APMWB	Check	485364	Paper Supplies CH and PD	001-433.0000.63140	466.23
		486740	CH and PD paper supplies	001-433.0000.63140	293.54
		486739	Cleaning Supplies CH and PD	001-433.0000.63150	141.73

Packet: APPKT09999 - 12.27.22 Check run 1.4.23
 Vendor Set: 01 - Vendor Set 01

Check Date: 12/27/2022

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 434 Fleet Maintenance							
A1395	Advanced Compressor & Hose Inc	APMWB	Check	90329	Hydraulic hoses - S208	001-434.0000.63011	320.82
A0001	Alsco	APMWB	Check	LSPO2593545	Uniforms & Rugs	001-434.0000.63160	125.92
				LSPO2589221		001-434.0000.63160	125.92
				LSPO2591403		001-434.0000.63160	62.20
G02040	Garage Door Center, Inc.	APMWB	Check	54972	Cable service	001-434.0000.68010	155.00
N0991	Norco Inc	APMWB	Check	36562802	cutless nitrile gloves	001-434.0000.67120	81.72
VEN08121	PacWest Machinery LLC	APMWB	Check	30411444	Urethane Transi - Sweeper parts	001-434.0000.63011	827.43
P180	Perfection Tire	APMWB	Check	1042892	Lawn Mower Tires	001-434.0000.67190	68.20
VEN14316	Reliable Towing	APMWB	Check	22-65951	Towing of S210	001-434.0000.67170	1,142.60
R251	Serights Ace Hardware	APMWB	Check	338021/1	Tape measure/Utility Knives	001-434.0000.67090	41.58
S460	Spray Center Electronics, Inc.	APMWB	Check	264995	flanges - S210	001-434.0000.63011	1,355.29
				264994	Manifold - S217	001-434.0000.63011	5.05
T106	Titan Truck Equipment	APMWB	Check	1338623	WES1712201 - 12k#, 12 VDC, 3/8"	001-434.0000.63011	905.38
				1335655	Rplacment plow for Parks	001-434.0000.90010	11,465.69
Dept 434 Total:							16,682.80

Dept: 441 Urban Forestry							
VEN13104	Bluejay Industrial Inc	APMWB	Check	28011	Chains & Binders	001-441.0000.67090	448.00
R251	Serights Ace Hardware	APMWB	Check	337294/1	Propane	001-441.0000.64030	51.98
				338060/1	Mix Oil for Small Equipment	001-441.0000.64030	27.48
				337554/1	Truck Sideboard Materials	001-441.0000.67010	81.85
				337747/1		001-441.0000.67010	50.55
				338252/1	Toosl for Urban Forestry	001-441.0000.67090	94.75
				336853/1	Heat Gun & Silicone Sealant	001-441.0000.67090	35.62
				337924/1	Snow Shovel & Hardware	001-441.0000.67090	41.03
				337905/1	Propane & Wrenches	001-441.0000.67090	54.60
				337629/1	Small Tool Box & Hardware	001-441.0000.67090	59.82
				336755/1	Propane Cylinder & Shovel Handle	001-441.0000.67090	200.67
				336423/1	Seed Spreader	001-441.0000.67090	25.19
				337713/1	Leaf Rakes	001-441.0000.67090	60.46
Dept 441 Total:							1,232.00

Dept: 442 Cemetery							
VEN07745	Memorial Monuments & Vaults Inc	APMWB	Check	98855	November Headstones	001-442.0000.63760	8,251.00
R251	Serights Ace Hardware	APMWB	Check	332091/1	Fertilizer	001-442.0000.68200	18.87
Dept 442 Total:							8,269.87

Dept: 443 Parks							
VEN09366	Airone Equipment Rentals LLC	APMWB	Check	7721	Generator Rental for Winterfest	001-443.0000.67070	123.20
A365	American On-Site Services	APMWB	Check	482196	Porta Potty	001-443.0000.65050	98.00
				474248	Landings Portable	001-443.0000.65050	197.42
				457721	Upper Corbin Portable	001-443.0000.65050	113.33

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	461740	Hilde Kellogg Portable	001-443.0000.65050	85.00
C280	Coeur d'Alene Power Tool						
		APMWB	Check	2-227203	Hammer Drill	001-443.0000.67090	149.00
F020	Fastenal Company						
		APMWB	Check	IDCOE171509	Hardware for stock	001-443.0000.67030	9.64
VEN03826	FMI Equipment						
		APMWB	Check	1617	Ventrac Rental for Snow Removal	001-443.0000.67070	2,000.00
G098	Grainger						
		APMWB	Check	9549842368	Grinding Wheel for Concrete	001-443.0000.67090	38.77
VEN05363	North 40 Outfitters						
		APMWB	Check	041548/E	Fuel Nozzle for Equipment	001-443.0000.66190	29.99
P27001	Pineview Horticultural Service						
		APMWB	Check	26221	Natural Area Seed Mix	001-443.1658.62330	150.00
R060	Ragan Equipment Co.						
		APMWB	Check	01-121009	Trimmers	001-443.0000.67020	710.98
R251	Serights Ace Hardware						
		APMWB	Check	338137/1	Earmuff Ear Protection	001-443.0000.63110	22.49
				338213/1	Propane for Warehouse	001-443.0000.64030	93.44
				337995/1	Hardware for Plow	001-443.0000.66190	11.38
				338308/1	Plow Hardware	001-443.0000.66190	11.23
				338030/1	Bulbs for Shop	001-443.0000.67030	16.19
				338043/1	Electrical Cover	001-443.0000.67030	15.29
				338262/1	Shovels for Snow Removal	001-443.0000.67090	104.37
				338123/1	Paint Supplies for Stock	001-443.0000.68160	28.59
				337494/1	Hoop House Hardware	001-443.0000.68190	46.75
VEN14201	The Spokesman Review						
		APMWB	Check	21943	Statement #21943 - Acct #103541	001-443.0000.62000	45.67
T106	Titan Truck Equipment						
		APMWB	Check	1339740	Plow Shoes	001-443.0000.66190	123.90
VEN08038	United Rentals (North America), Inc						
		APMWB	Check	212506526-001	Auger Power Unit and Bits	001-443.0000.90050	2,115.00
W0226	Walter E Nelson Co						
		APMWB	Check	481464	Cleaning Supplies	001-443.0000.63150	1,309.38
Z026	Ziegler Lumber Co #017						
		APMWB	Check	375577	Screws for Shop	001-443.0000.67030	104.99
				375304	Stripping for Restroom	001-443.0000.68160	23.00
Dept 443 Total:							7,777.00
Dept: 445 Recreation							
VEN12915	Andrew Heisel						
		APMWB	Check	12.17.22	Contractual Referee	001-445.0000.62040	88.00
VEN01020	Cindy Jacobs						
		APMWB	Check	12-21-22	Contractual Payment	001-445.0000.62040	54.60
N2332	Collins, Tom						
		APMWB	Check	12-21-22	Contractual Payment	001-445.0000.62040	214.20
VEN14522	Corliss Smidt						
		APMWB	Check	12.17.22	Contractual Referee	001-445.0000.62040	220.00
VEN12751	David Mallrie						
		APMWB	Check	12.17.22	Contractual Referee	001-445.0000.62040	132.00
VEN14029	Lamont Miles						
		APMWB	Check	12.17.22	Contractual Referee	001-445.0000.62040	22.00
VEN11585	Mathew R. Colwell						
		APMWB	Check	12.17.22	Contractual Referee	001-445.0000.62040	132.00
VEN09553	Michael E Buratto						
		APMWB	Check	12.17.22	Contractual Referee	001-445.0000.62040	220.00
VEN09552	Randall Scott Brown						
		APMWB	Check	12.17.22	Contractual Referee	001-445.0000.62040	220.00
VEN07428	The JACC						
		APMWB	Check	12-20-22	contractual payment	001-445.0000.62040	916.30
VEN09501	Yoke's Foods Inc						
		APMWB	Check	02-1158358	Food and supplies for event	001-445.0000.63080	132.62

Packet: APPKT09999 - 12.27.22 Check run 1.4.23
 Vendor Set: 01 - Vendor Set 01

Check Date: 12/27/2022

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 451 Planning & Zoning					
<u>H001</u>	H & H Business Systems, Inc.				
APMWB	Check	AR261386	COPIER	001-451.0000.66050	74.10
		AR257988		001-451.0000.66050	24.86
		AR257989		001-451.0000.66050	76.92
		AR261385		001-451.0000.66050	17.10
<u>VEN14201</u>	The Spokesman Review				
APMWB	Check	21943	Statement #21943 - Acct #103541	001-451.0000.62000	45.67
<u>T345</u>	Tyler Technologies				
APMWB	Check	025-393441	Credit Memo for EnerGov	001-451.0000.66010	-303.88
		025-393446	Credit for ENERGOV	001-451.0000.66010	-8,220.49
		025-393443	Credit Memo for EnerGov	001-451.0000.66010	-13,978.33
Dept 451 Total:					-22,264.05
Dept: 452 Building Inspector					
<u>H001</u>	H & H Business Systems, Inc.				
APMWB	Check	AR257989	COPIER	001-452.0000.66050	76.93
		AR261386		001-452.0000.66050	74.09
		AR257988		001-452.0000.66050	24.86
		AR261385		001-452.0000.66050	17.10
<u>P4835</u>	ProPrint				
APMWB	Check	62432	Business cards - David Villa	001-452.0000.63210	31.00
Dept 452 Total:					223.98
Dept: 453 Engineering					
<u>H001</u>	H & H Business Systems, Inc.				
APMWB	Check	AR257989	COPIER	001-453.1901.66050	76.93
		AR257988		001-453.1901.66050	24.86
		AR261386		001-453.1901.66050	74.09
		AR261385		001-453.1901.66050	17.10
<u>VEN14201</u>	The Spokesman Review				
APMWB	Check	21943	Statement #21943 - Acct #103541	001-453.0000.62000	45.67
Dept 453 Total:					238.65
Fund 001 Total:					71,665.40
Fund: 002 - COMPREHENSIVE LIABILITY					
Dept: 410 General Government Services					
<u>I065</u>	ICRMP				
APMWB	Check	C-22-02152-15273	Cyber Liability Ransomware	002-410.0000.62290	10,000.00
Dept 410 Total:					10,000.00
Fund 002 Total:					10,000.00
Fund: 007 - DRUG SEIZURE PROGRAM					
Balance Sheet Accounts					
<u>VEN06027</u>	Kootenai County Prosecutor				
APMWB	Check	22PF27423	*Return check to PD* Forfeiture funds	007-20020	1,738.00
		22PF29698		007-20020	5,241.00
Balance Sheet Accounts Total:					6,979.00
Fund 007 Total:					6,979.00
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
<u>M2005</u>	Motorola Solutions				
APMWB	Check	8281514793	Mobile radios	008-426.0000.80240	17,697.50
Dept 431 Total:					17,697.50

Packet: APPKT09999 - 12.27.22 Check run 1.4.23

Check Date: 12/27/2022

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
J105	J-U-B Engineers, Inc.				
APMWB	Check	0158181	SPOKANE/PRAIRIE PROJECT	037-431.0000.95134	15,796.63
Dept 431 Total:					15,796.63
Fund 037 Total:					15,796.63
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN12724	Civitas, Inc				
APMWB	Check	25857	Black Bay Park Design & Construction Docum	038-443.0000.94070	1,525.00
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	5151	Sports Complex Phase 1	038-443.0000.94165	23,909.57
		5160	Black Bay Phase 1	038-443.0000.94165	13,286.89
Dept 443 Total:					38,721.46
Fund 038 Total:					38,721.46
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	128628	Monthly Comps	650-463.0000.68360	610.00
A424	Anatek Labs, Inc.				
APMWB	Check	2222112	Burly Compliance IPT sampling	650-463.0000.68360	2,015.00
C1170	CDA Metals				
APMWB	Check	22202615	Sheet of Metal	650-463.0000.68025	347.52
C360	Consolidated Supply Co.				
APMWB	Check	S011125930.001	3"x10" Clear PVC, Slip Cap	650-463.0000.68025	531.18
G098	Grainger				
APMWB	Check	9541498441	Shoe Traction Cleats	650-463.0000.63110	284.16
		9542309035	Air Filters	650-463.0000.68025	133.44
VEN01373	Intermountain Sign & Safety				
APMWB	Check	16273	Signs for Ditch 6	650-463.0000.68025	154.00
VEN02451	Parker Toyota				
APMWB	Check	921914	Program keys for PM100	650-463.0000.95520	426.28
P310	Platt Electric Supply				
APMWB	Check	3M99121	1-1/2 Conduit	650-463.0000.68025	34.13
R251	Serights Ace Hardware				
APMWB	Check	337888/1	WWTP Returns	650-463.0000.68025	-16.48
VEN14201	The Spokesman Review				
APMWB	Check	21943	Statement #21943 - Acct #103541	650-463.0000.62000	45.67
T11390	T-O Engineers, Inc.				
APMWB	Check	210756-13	Community Forest 11/01-11/30/2022	650-463.0000.62040	8,756.50
U145	USABlue Book				
APMWB	Check	189897	Treatment Plant Supplies	650-463.0000.63400	319.87
VEN13163	Wapiti Consulting, LLC				
APMWB	Check	366	Troubleshooting Sludge Conveyor Control Issu	650-463.0000.68025	250.00
Z026	Ziegler Lumber Co #017				
APMWB	Check	374344	Exterior Screw, Caulk Gun	650-463.0000.68025	20.98
		372502	Screws & Plywood	650-463.0000.68025	283.49
Dept 463 Total:					14,195.74
Dept: 466 Wastewater - Collections					
VEN14453	Ensemble Solutions Group				
APMWB	Check	5453	Antenna patch cable	650-466.0000.63006	94.00
N0991	Norco Inc				
APMWB	Check	36529332	Ice Gripster Black Water Repel Nylon 3/4 PVC	650-466.0000.63110	5.58
		36529333	Gripster Lightweight 15 Gauge Latex Foam	650-466.0000.63110	80.90

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
P4900	Pumptech, Inc				
APMWB	Check	0188247-IN	vaughn parts	650-466.3104.68400	19,715.49
VEN14201	The Spokesman Review				
APMWB	Check	21943	Statement #21943 - Acct #103541	650-466.0000.62000	45.67
Dept 466 Total:					19,941.64
Fund 650 Total:					34,137.38
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
A293	Allwest Testing & Engin., LLC				
APMWB	Check	27940	Tertiary Upgrade Allwest Invoice Dec	651-463.3213.90015	1,435.40
J105	J-U-B Engineers, Inc.				
APMWB	Check	0158386	Outfall JUB Invoice Nov	651-463.6505.95520	10,266.57
Dept 463 Total:					11,701.97
Fund 651 Total:					11,701.97
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
T11390	T-O Engineers, Inc.				
APMWB	Check	200143-31	Ponderosa Lift Station T-O Invoice Nov	652-463.3214.95520	11,667.85
		210583-10	Bentley Lift Station T-O Invoice Nov	652-463.3230.95520	707.50
W090	Welch Comer & Associates, Inc.				
APMWB	Check	41354120-008	Corbin Lift Station Welch Comer Invoice Oct-N652-463.3234.95520		9,642.50
Dept 463 Total:					22,017.85
Fund 652 Total:					22,017.85
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
VEN07913	CANNON HILL				
APMWB	Check	35182	Wood Waste Disposal	700-461.0000.65050	638.00
		34829		700-461.0000.65050	849.00
Dept 461 Total:					1,487.00
Fund 700 Total:					1,487.00
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	128687	Coliform Presence / Absence	750-462.0000.68360	100.00
		128693		750-462.0000.68360	75.00
		128031	VOC in Drinking Water, SOC Full Idaho Well #	750-462.0000.68360	1,255.00
		128719	Coliform Presence / Absence	750-462.0000.68360	125.00
		128652		750-462.0000.68360	125.00
		128582	Coliform Presence/Absence	750-462.0000.68360	125.00
VEN14305	General Pacific, Inc				
APMWB	Check	1424946a	Balance from Invoice 1424946	750-462.0000.63280	3.00
G098	Grainger				
APMWB	Check	9544012587	Drum Spill Containment Drum - Well 6 MIOX	750-462.0000.68025	167.27
VEN08557	Pollardwater				
APMWB	Check	0226126	Action Coupling Long Handle Adapter	750-462.0000.63280	276.08
R251	Serights Ace Hardware				
APMWB	Check	338140/1	Shop Supplies	750-462.0000.63280	84.64
		338066/1	Well 6 MIOX	750-462.0000.68025	65.43
VEN14201	The Spokesman Review				
APMWB	Check	21943	Statement #21943 - Acct #103541	750-462.0000.62000	45.67
T345	Tyler Technologies				
APMWB	Check	INV0144598	Maintenance 10/1/2022 to 09/30/2023	750-462.0000.66012	826.88
W0226	Walter E Nelson Co				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	486741	Paper Towles Water	750-462.0000.63060	159.46
Dept 462 Total:					3,433.43
Fund 750 Total:					3,433.43

Fund: 753 - WATER CAPITAL

Dept: 462 Water Operating

J105	J-U-B Engineers, Inc.				
APMWB	Check	0158380	Well House 11 JUB Invoice Nov	753-462.3224.95550	5,772.60
Dept 462 Total:					5,772.60
Fund 753 Total:					5,772.60
Report Total:					239,410.22



Fund	Account	Amount
001 - GENERAL FUND		
	001-22080	250.00
	001-412.0000.80010	2,673.61
	001-414.0000.62000	58.40
	001-414.0000.63070	2,000.00
	001-414.0000.66015	35,080.25
	001-414.1445.62170	264.51
	001-414.1445.62190	127.94
	001-421.0000.62040	475.00
	001-421.0000.62060	341.21
	001-421.0000.62370	100.00
	001-421.0000.63060	985.46
	001-421.0000.63210	330.00
	001-421.0000.63920	245.00
	001-421.0000.64020	25.00
	001-421.0000.64030	4,580.00
	001-421.0000.66043	1,026.00
	001-421.0000.67020	656.60
	001-421.0000.67100	107.70
	001-421.0000.67170	198.00
	001-421.0000.68010	58.00
	001-421.0000.68030	539.76
	001-424.0000.64020	230.00
	001-427.0000.63000	103.30
	001-427.0000.64030	119.34
	001-431.0000.63260	615.00
	001-431.0000.63520	3,023.94
	001-431.0000.67090	24.99
	001-431.0000.68080	301.98
	001-431.0000.68130	1,325.00
	001-431.4000.72000	118.98
	001-433.0000.63140	759.77
	001-433.0000.63150	141.73
	001-433.0000.63160	178.45
	001-433.0000.63730	79.09
	001-433.0000.67030	9.42
	001-434.0000.63011	3,413.97
	001-434.0000.63160	314.04
	001-434.0000.67090	41.58
	001-434.0000.67120	81.72
	001-434.0000.67170	1,142.60
	001-434.0000.67190	68.20
	001-434.0000.68010	155.00
	001-434.0000.90010	11,465.69
	001-441.0000.64030	79.46
	001-441.0000.67010	132.40
	001-441.0000.67090	1,020.14
	001-442.0000.63760	8,251.00
	001-442.0000.68200	18.87
	001-443.0000.62000	45.67
	001-443.0000.63110	22.49
	001-443.0000.63150	1,309.38
	001-443.0000.64030	93.44
	001-443.0000.65050	493.75
	001-443.0000.66190	176.50
	001-443.0000.67020	710.98
	001-443.0000.67030	146.11

001-443.0000.67070	2,123.20
001-443.0000.67090	292.14
001-443.0000.68160	51.59
001-443.0000.68190	46.75
001-443.0000.90050	2,115.00
001-443.1658.62330	150.00
001-445.0000.62040	2,219.10
001-445.0000.63080	132.62
001-451.0000.62000	45.67
001-451.0000.66010	-22,502.70
001-451.0000.66050	192.98
001-452.0000.63210	31.00
001-452.0000.66050	192.98
001-453.0000.62000	45.67
001-453.1901.66050	192.98
Fund 001 Total:	71,665.40
002 - COMPREHENSIVE LIABILITY	
002-410.0000.62290	10,000.00
Fund 002 Total:	10,000.00
007 - DRUG SEIZURE PROGRAM	
007-20020	6,979.00
Fund 007 Total:	6,979.00
008 - 911 SUPPORT	
008-426.0000.80240	17,697.50
Fund 008 Total:	17,697.50
037 - STREETS IMPACT FEES	
037-431.0000.95134	15,796.63
Fund 037 Total:	15,796.63
038 - PARKS IMPACT FEES	
038-443.0000.94070	1,525.00
038-443.0000.94165	37,196.46
Fund 038 Total:	38,721.46
650 - RECLAIMED WATER OPERATING	
650-463.0000.62000	45.67
650-463.0000.62040	8,756.50
650-463.0000.63110	284.16
650-463.0000.63400	319.87
650-463.0000.68025	1,738.26
650-463.0000.68360	2,625.00
650-463.0000.95520	426.28
650-466.0000.62000	45.67
650-466.0000.63006	94.00
650-466.0000.63110	86.48
650-466.3104.68400	19,715.49
Fund 650 Total:	34,137.38
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3213.90015	1,435.40
651-463.6505.95520	10,266.57
Fund 651 Total:	11,701.97
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3214.95520	11,667.85
652-463.3230.95520	707.50
652-463.3234.95520	9,642.50
Fund 652 Total:	22,017.85
700 - SANITATION	
700-461.0000.65050	1,487.00
Fund 700 Total:	1,487.00
750 - WATER OPERATING	
750-462.0000.62000	45.67
750-462.0000.63060	159.46
750-462.0000.63280	363.72
750-462.0000.66012	826.88
750-462.0000.68025	232.70
750-462.0000.68360	1,805.00
Fund 750 Total:	3,433.43
753 - WATER CAPITAL	

753-462.3224.95550

	<u>5,772.60</u>
Fund 753 Total:	5,772.60
Report Total:	239,410.22

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 1.4.23

12/13/2022	46.64	90447	AT&T- Long Distance	Pay Before Due Date	001-445.0000.65030
12/13/2022	12.51	90448	AT&T Mobility	Pay Before Due Date	001-443.0000.65030
12/13/2022	1774.92	90449	AT&T Mobility	Pay Before Due Date	001-421.0000.65030
12/13/2022	35314.76	90450	AVISTA Utilities	Pay Before Due Date	Various
12/13/2022	407.00	90451	East Greenacres Irrigation	Pay Before Due Date	Various
12/13/2022	276.42	90452	H&H Buisness Systems	Pay Before Due Date	Various
12/13/2022	1004.05	90453	Kootenai Electric	Pay Before Due Date	Various
12/13/2022	319.00	90454	Ross Point Water	Pay Before Due Date	Various
12/13/2022	185.19	90455	Verizon Wireless	Pay Before Due Date	Various
12/13/2022	120.03	90456	Verizon Wireless	Pay Before Due Date	001-453.0000.65030
12/13/2022	120.03	90457	Verizon Wireless	Pay Before Due Date	001-424.0000.65030
12/13/2022	80.02	90458	Verizon Wireless	Pay Before Due Date	001-452.0000.65030
12/13/2022	400.10	90459	Verizon Wireless	Pay Before Due Date	Various
12/13/2022	1.35	90460	Verizon Wireless	Pay Before Due Date	650-463.0000.65030
12/13/2022	616.00	90461	Ziplay Fiber	Pay Before Due Date	001-421.0000.65030
12/13/2022	53.60	90462	Ziplay Fiber	Pay Before Due Date	001-481.0000.68390
12/13/2022	163.50	90463	Ziplay Fiber	Pay Before Due Date	001-421.0000.65030
12/15/2022	697.07	90472	AT&T Mobility	Pay Before Due Date	650-466.0000.65030
12/15/2022	495.48	90473	AT&T Mobility	Pay Before Due Date	650-463.0000.65030
12/15/2022	57054.57	90474	AVISTA Utilities	Pay Before Due Date	Various
12/15/2022	5113.75	90475	East Greenacres Irrigation	Pay Before Due Date	Various
12/15/2022	24422.12	90477	Kootenai Electric	Pay Before Due Date	Various
12/15/2022	1118.58	90479	Ricoh USA Inc	Pay Before Due Date	Various
12/15/2022	170.22	90480	Verizon Wireless	Pay Before Due Date	001-443.0000.65030
12/16/2022	14691.85	90481	DataWorks Plus, LLC	Pay Before Due Date	001-421.0000.80240
12/16/2022	18600.00	90483	Ricoh USA Inc	Pay Before Due Date	001-454.0000.92050
12/21/2022	43.40	90505	AT&T- Long Distance	Pay Before Due Date	Various
12/21/2022	8325.71	90506	AVISTA Utilities	Pay Before Due Date	Various
12/21/2022	16.94	90507	Charter Communications	Pay Before Due Date	001-417.0000.63080
12/21/2022	142.07	90508	Charter Communications	Pay Before Due Date	001-442.0000.65030
12/21/2022	1767.60	90509	Kootenai County Solid Waste	Pay Before Due Date	Various
12/21/2022	178.64	90510	Ricoh USA Inc	Pay Before Due Date	Various
12/21/2022	122.00	90511	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
12/21/2022	125.09	90512	Ziplay Fiber	Pay Before Due Date	650-463.0000.65030
12/21/2022	75.06	90513	Ziplay Fiber	Pay Before Due Date	650-463.0000.65030
12/21/2022	1326.88	90514	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
12/21/2022	122.00	90515	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
12/21/2022	122.00	90516	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
12/22/2022	320148.12	90517	Northwest Waste and Recycling	Pay Before Due Date	700-461.0000.62042
12/22/2022	4415.08	90519	Servpro of Coeur d'Alene	Past Due	001-445.0000.63080
12/22/2022	150.12	90520	Ziplay Fiber	Pay Before Due Date	001-421.0000.65030
12/22/2022	3100.13	90521	Ziplay Fiber	Pay Before Due Date	001-421.0000.65030
12/23/2022	2508.91	90528	Kootenai County Fire and Rescue	Past Due	Various

505948.51

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: JANUARY 3RD, 2023**

DATE: DECEMBER 23RD, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN, CITY ENGINEER
SUBJECT: RETAIL VILLAGE I MINOR SUBDIVISION CONSTRUCTION IMPROVEMENT AGREEMENT

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement for the subject subdivision.

DISCUSSION: This Agreement reflects the construction phase of the Retail Village I Minor Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 3-lot minor subdivision, with the application for plat submitted by Allenpots Development, LLC.

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

APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

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

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

CONSTRUCTION IMPROVEMENT AGREEMENT

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

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

DEVELOPER

Allenpotts Development, LLC
Stephen Davis
2002 Timberloch Place #200
Spring, TX 77380
(281) 915-2393

CITY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER’S RELATION TO THE CITY

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

1.05 DEVELOPER’S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

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

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

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

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

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

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

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

2.05 PLANS AND SPECIFICATIONS

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

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

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

2.08 MATERIALS

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

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

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

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

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

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

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

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

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

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

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

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

DEVELOPER ACKNOWLEDGMENT

STATE OF IDAHO)
)
:SS
County of Kootenai)

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

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

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

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
)
:SS
County of Kootenai)

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

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

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Retail Village I

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

A PORTION OF TRACT 57, BLOCK 30 OF THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C OF PLATS, PAGE 78, RECORDS OF KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN;

THENCE SOUTH 88°09'44" EAST ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 654.90 FEET TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF TRACT 57;

THENCE NORTH 00°59'09" EAST ALONG SAID SOUTHERLY PROLONGATION, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 57, SAID SOUTHEAST CORNER ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°59'09" EAST ALONG THE EAST LINE OF SAID TRACT 57, A DISTANCE OF 234.81 FEET;

THENCE NORTH 89°16'58" WEST, A DISTANCE OF 361.08 FEET TO THE EAST BOUNDARY LINE OF THAT PARTICULAR PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AT INSTRUMENT 2639008000, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 01°37'04" WEST ALONG SAID EAST BOUNDARY LINE, A DISTANCE OF 8.67 FEET TO THE SOUTH BOUNDARY LINE OF SAID PARTICULAR PARCEL;

THENCE NORTH 88°21'30" WEST ALONG SAID SOUTH BOUNDARY LINE, A DISTANCE OF 146.69 FEET TO THE NORTHEAST CORNER OF THAT PARTICULAR PARCEL DESCRIBED IN THE GRANT, BARGAIN AND SALE DEED RECORDED AT INSTRUMENT 2814948000, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE ALONG SOUTHERLY AND EASTERLY ALONG THE BOUNDARY OF SAID PARTICULAR PARCEL DESCRIBED IN THE GRANT, BARGAIN AND SALE DEED THE FOLLOWING THREE COURSES:

1. SOUTH 00°58'54" WEST, A DISTANCE OF 142.78 FEET;
2. SOUTH 78°13'34" EAST, A DISTANCE OF 293.87 FEET;
3. SOUTH 04°48'06" WEST, A DISTANCE OF 25.11 FEET TO THE SOUTH LINE OF SAID TRACT 57;

THENCE SOUTH 88°09'44" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 220.85 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED PARCEL LYING WITH THE RIGHT-OF-WAY OF POLELINE AVENUE OR THE RIGHT-OF-WAY OF IDAHO STATE HIGHWAY 41.

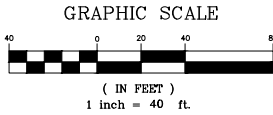
ATTACHMENT "A"

RETAIL VILLAGE I MINOR SUBDIVISION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER,
SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M.,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____ INSTRUMENT NO. _____

LINE TABLE	L#	BEARING	DISTANCE
L1	N89°16'58"W	16.72'	
L2	S01°37'04"W	8.67'	
L3	S04°48'06"W	25.03'	



LEGEND

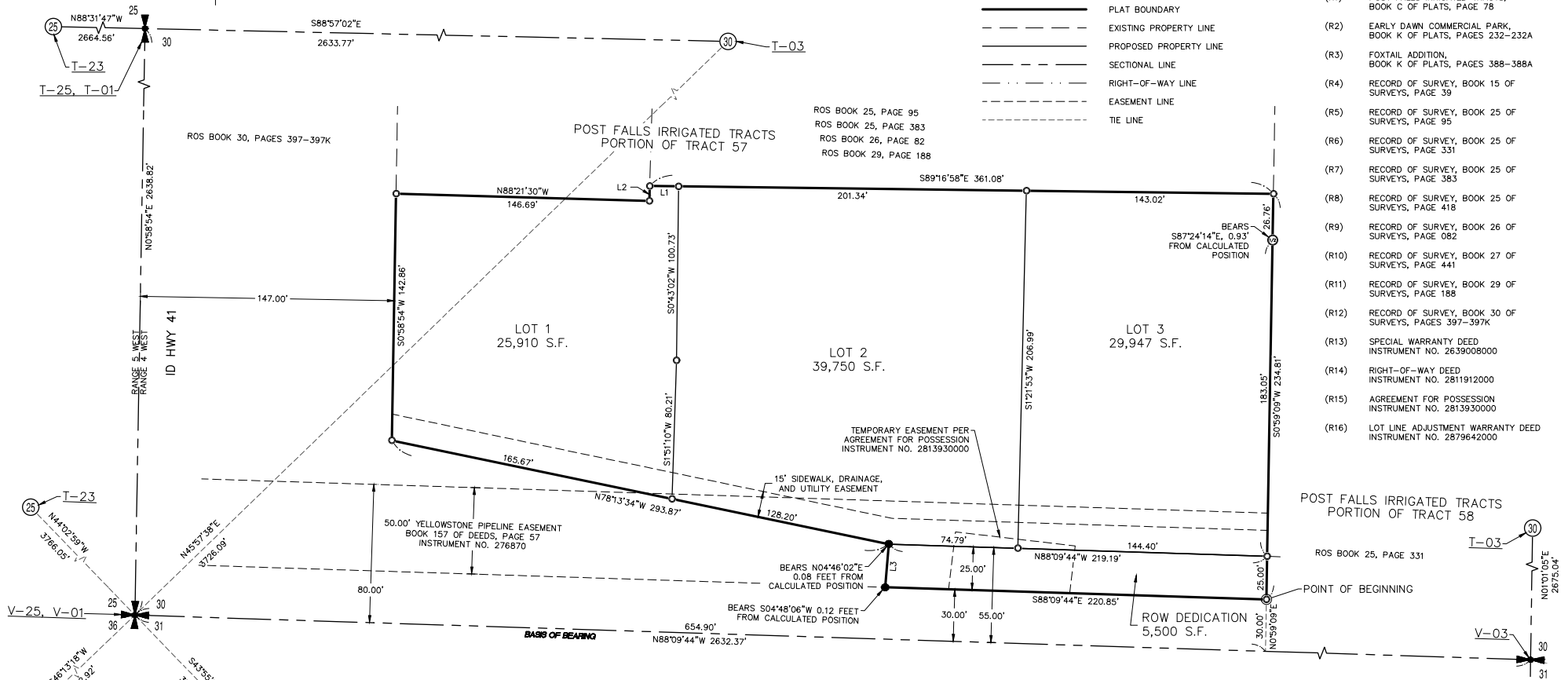
- FOUND 1/2" REBAR W/ PLASTIC CAP, PLS 5289
- ⊙ FOUND 1/2" REBAR
- SET 5/8" X 24" REBAR W/ PLASTIC CAP, PLS 15434
- PLAT BOUNDARY
- - - EXISTING PROPERTY LINE
- · - · - PROPOSED PROPERTY LINE
- · - - SECTIONAL LINE
- · - - RIGHT-OF-WAY LINE
- · - - EASEMENT LINE
- · - - TIE LINE

SURVEYOR'S NOTES:

1) DURING THE TIME OF THE SURVEY OF THE SUBJECT PARCEL, HIGHWAY 41 WAS UNDER CONSTRUCTION.

SURVEY REFERENCES:

- (R1) POST FALLS IRRIGATED TRACTS, BOOK C OF PLATS, PAGE 78
- (R2) EARLY DAWN COMMERCIAL PARK, BOOK K OF PLATS, PAGES 232-232A
- (R3) FOXTAIL ADDITION, BOOK K OF PLATS, PAGES 388-388A
- (R4) RECORD OF SURVEY, BOOK 15 OF SURVEYS, PAGE 39
- (R5) RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 95
- (R6) RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 331
- (R7) RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 383
- (R8) RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 418
- (R9) RECORD OF SURVEY, BOOK 26 OF SURVEYS, PAGE 082
- (R10) RECORD OF SURVEY, BOOK 27 OF SURVEYS, PAGE 441
- (R11) RECORD OF SURVEY, BOOK 29 OF SURVEYS, PAGE 188
- (R12) RECORD OF SURVEY, BOOK 30 OF SURVEYS, PAGES 397-397K
- (R13) SPECIAL WARRANTY DEED INSTRUMENT NO. 2639008000
- (R14) RIGHT-OF-WAY DEED INSTRUMENT NO. 2811912000
- (R15) AGREEMENT FOR POSSESSION INSTRUMENT NO. 2813930000
- (R16) LOT LINE ADJUSTMENT WARRANTY DEED INSTRUMENT NO. 2879642000



SECTIONAL MONUMENTS

T-23
CENTER QUARTER CORNER, SECTION 25, T.51N, R.5W FOUND 3.25 INCH ALUMINUM CAP, PLS 4182, IN THE INTERSECTION OF E HOPE AVE AND N CECIL RD CP&F INSTRUMENT NO. 2540621000

T-25, T-01
EAST QUARTER CORNER, SECTION 25, T.51N, R.5W WEST QUARTER CORNER, SECTION 30, T.51N, R.4W CALCULATED POSITION, SEE SURVEYOR NOTE 1 CP&F INSTRUMENT NO. 2628322000

V-25, V-01
SECTION CORNER, SECTIONS 25 AND 36, T.51N, R.5W SECTION CORNER, SECTIONS 30 AND 31, T.51N, R.4W CALCULATED POSITION, SEE SURVEYOR NOTE 1 CP&F INSTRUMENT NO. 2628321000

X-23
CENTER QUARTER CORNER, SECTION 36, T.51N, R.5W FOUND 1/2" REBAR IN THE INTERSECTION OF E HOPE AVE AND N CECIL RD CP&F INSTRUMENT NO. 1998759

T-03
CENTER QUARTER CORNER, SECTION 30, T.51N, R.4W FOUND 2 INCH ALUMINUM CAP, PLS 4182, IN THE CENTERLINE OF E HOPE AVE, E OF TRAFFIC CIRCLE CP&F INSTRUMENT NO. 2422764000

V-03
SOUTH QUARTER CORNER, SECTION 31, T.51N, R.4W NORTH QUARTER CORNER, SECTION 31, T.51N, R.4W FOUND 5/8 INCH REBAR IN THE CENTERLINE OF E POLELINE AVE ON THE EAST EDGE OF N FENNECUS LN CP&F INSTRUMENT NO. 2107363000

X-03
CENTER QUARTER CORNER, SECTION 31, T.51N, R.4W FOUND 1/2 INCH REBAR IN THE INTERSECTION OF E HOPE AVE AND N MAVERICK LN CP&F INSTRUMENT NO. 1397661

SURVEYOR'S NARRATIVE:

NO ODDITIES WERE FOUND DURING THE COURSE OF THIS SURVEY. THE BOUNDARY IS BASED ON FOUND MONUMENTATION AND SECTIONAL LINES PER SURVEY REFERENCES LISTED HEREON.

BASIS OF BEARING:

A BEARING OF N88°09'44"W WAS ASSUMED ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 30, AS SHOWN HEREON.

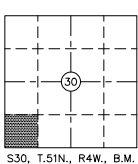


storhäug
civil engineering planning
landscape architecture surveying

510 east third avenue | spokane, wa | 99202
p 509.242.1000

DATE 09/22/2022	SCALE 1" = 40'
FIELD BOOK 21-288	DRAWN JRB
PROJECT NUMBER 21-288	DRAWING NO. 2 OF 2

21-288 FINAL PLAT Retail Village I.dwg 18x27 FP 02



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

Allenpotts Development, LLC

FOR

Retail Village I

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Retail Village I

The estimated total cost of the improvements submitted by the Developer and approved by the City Engineer are as follows:

1. Public improvements to be owned operated and maintained by the City of Post Falls:
\$ 24,928.40
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 261,725.00**
3. Other improvements for which bonding is required: **\$ 31,083.49**
4. Street trees within public right-of-way: **\$ 0**
5. Total cost of improvements: **\$ 317,736.89**
6. Warranty amount: **\$ 31,773.69**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Retail Village I

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Retail Village I Allocation

Sanitary Sewer		Qty	Units	Unit Price	Total RV I
	6" Sewer Pipe	545.3243	lf	\$ 57.00	\$31,083.49
	48" Sewer Manhole	0	ea	\$ 5,378.00	-
Water		Qty	Units	Unit Price	Total RV1
	Connect to Existing	3	ea	\$ 2,518.32	\$ 7,554.96
	12" Water Main	746	lf	\$ 140.20	\$ 104,589.20
	8" Water Main	793	lf	\$ 118.65	\$ 94,089.45
	6" Water Main (Stubs to Bldg. Sites)	266	LF	\$ 100.17	\$ 26,645.22
	Fire Hydrant Assemblies	3	ea	\$ 9,615.39	\$ 28,846.17
Miscellaneous					
	ADA Truncated Domes	8	ea	\$250.00	\$2,000.00
	HMA (2"/4") - Pathway	579	sv	\$ 39.60	\$22,928.40

Total: \$317,736.89

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Retail Village I

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

ATTACHMENT "D"

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

Allenpotts Development, LLC

FOR

Retail Village I

CONSTRUCTION DRAWINGS

Plans Titled: **Retail Village**

Dated: **12/8/2022**

By: **Jerry Storhaug, P.E.**

Sheets 1 through 19

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

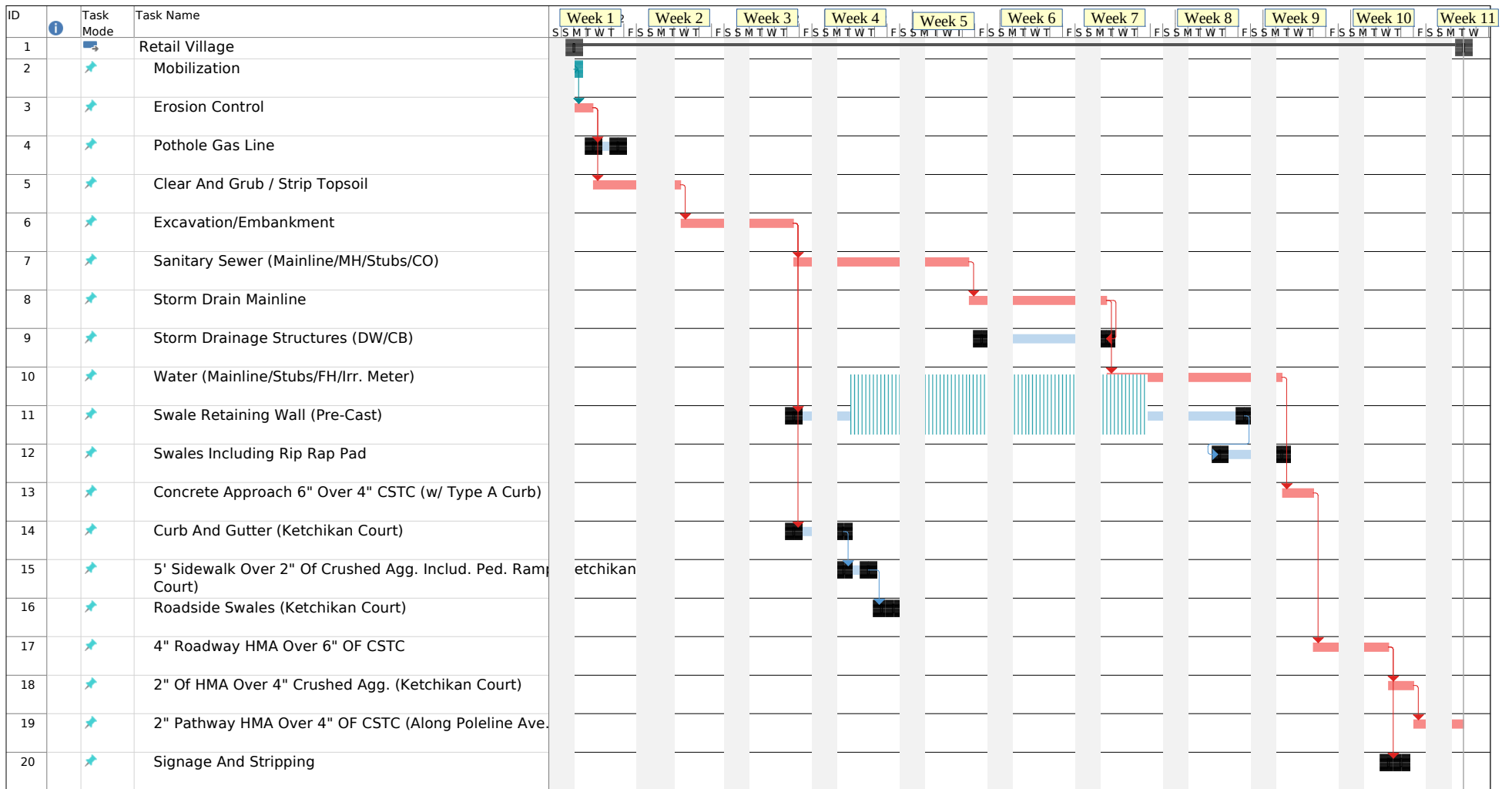
Allenpotts Development, LLC

FOR

Retail Village I

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.



Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

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

Allenpotts Development, LLC

FOR

Retail Village I

ENGINEERING SERVICES FEE SUMMARY

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

Permit/Inspection	Fees	Unit	Base Rate	Quantity	Cost
Utility ROW	\$ 100.00	LS	\$ -	0	\$ -
Commercial ROW	\$ 350.00	LS	\$ -	1	\$ 350.00
Residential ROW	\$ 150.00	LS	\$ -	0	\$ -
Utility Trench	\$ 250.00	LS	\$ -	1	\$ 250.00
	201-400'	LS	\$ -	0	\$ -
	401-600'	LS	\$ -	0	\$ -
	601-800'	LS	\$ -	0	\$ -
	Over 800	per ft	\$ -	0	\$ -
C&G	\$ 0.60	per ft	\$ 150.00	0	\$ -
Sidewalk & Approaches	\$ 0.60	per ft	\$ 150.00	521	\$ 462.60
Swales	\$ 0.20	per ft ²	\$ 150.00	0	\$ -
Drywells	\$ 60.00	Each	\$ -	0	\$ -
Pavement	\$ 0.50	per yd ²	\$ 150.00	0	\$ -
Water Pressure Test	\$ 120.00	per Test	\$ -	0	\$ -
Sewer Pressure Test	\$ 120.00	per Test	\$ -	0	\$ -
Street Tree Inspection	\$ 40.00	per Tree	\$ -	0	\$ -
Total					\$ 1,062.60

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

Allenpotts Development, LLC

FOR

STREET LIGHT CHARGES

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

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

Street light type: **Cobra Head**

2 lights X 12 months X \$ **35.00** per month = \$ **840.00**

TOTAL = \$ 840.00

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

Allenpotts Development, LLC

FOR

Retail Village I

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

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

_____ (# of SF homes) x \$6,959.00 = \$_____

_____ (# of Commercial service units) x \$6,959.00 = \$_____

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

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons) \$6,959.00

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

Allenpotts Development, LLC

FOR

Retail Village I

X This project does not have any existing structures or proposed common area irrigation systems connecting to the City of Post Falls Water System.

Total water cap & meter fees \$_____ for existing structures or irrigation service to common areas.

Fees to be determined based upon service size & meter size.

Water Cap Fees

_____	x	3/4" – 1"	= \$3,273.00 Residential	=	\$ _____
_____	x	1"	= \$5,455.00 Commercial	=	\$ _____
_____	x	1-1/2"	= \$10,910.01	=	\$ _____
_____	x	2"	= \$17,456.01	=	\$ _____

Meter Fees

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

ACCOUNT FEES

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

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

Allenpotts Development, LLC

FOR

Retail Village I

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Jerry Storhaug, P.E.
ENGINEERING FIRM: Storhaug Engineering
ADDRESS: 510 E 3rd Ave.
CITY: Spokane **STATE:** WA **ZIP:** 99202
PHONE NO.: (509) 242-1000
E-MAIL ADDRESS: austin.storhaug@storhaug.com

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

Allenpotts Development, LLC

FOR

Retail Village I

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

Allenpotts Development, LLC

FOR

Retail Village I

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)
) :ss
County of Kootenai Kootenai)

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

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

Signature

Print Name

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

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

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

Allenpotts Development, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

X The Developer agrees to cash out the obligated street trees approved in the Landscaping Plan, in lieu of planting the street trees for the project. Cashout shall be paid to the City of Post Falls in the amount of **\$ 3,000.00**, and is based upon 5 trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: JANUARY 3RD, 2023**

DATE: DECEMBER 23RD, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN, CITY ENGINEER
SUBJECT: RETAIL VILLAGE II MINOR SUBDIVISION CONSTRUCTION IMPROVEMENT AGREEMENT

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement for the subject subdivision.

DISCUSSION: This Agreement reflects the construction phase of the Retail Village II Minor Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 3-lot minor subdivision, with the application for plat submitted by MSJK, LLC.

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

APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

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

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

CONSTRUCTION IMPROVEMENT AGREEMENT

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

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

DEVELOPER
MSJK, LLC
Stephen Davis
2002 Timberloch Place #200
Spring, TX 77380
(281) 915-2393

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

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

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

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

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

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

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

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

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

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

2.05 PLANS AND SPECIFICATIONS

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

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

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

2.08 MATERIALS

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

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

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

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

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

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

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

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

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

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

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

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

DEVELOPER ACKNOWLEDGMENT

STATE OF IDAHO)
)
:SS
County of Kootenai)

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

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

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

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
)
:SS
County of Kootenai)

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

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

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Retail Village II

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

THAT PORTION OF TRACT 57, BLOCK 30 OF THE FINAL PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK "C" OF PLATS, PAGE 78, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF WARRANT DEED 1231195 AS SHOWN ON THE RECORD OF PARCEL 1: SURVEY AS RECORDED IN BOOK 25, PAGE 95; THENCE

NORTH 02°04'07" EAST ALONG THE EAST RIGHT OF WAY LINE OF HIGHWAY 41 A DISTANCE OF 193.49 FEET; THENCE

SOUTH 87°04'34" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 13.39 FEET TO THE POINT OF BEGINNING; THENCE

NORTH 01°36'16" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 411.64 FEET TO THE NORTH LINE OF TRACT 57 OF SAID PLAT; THENCE

SOUTH 88°21'31" EAST ALONG SAID LINE A DISTANCE OF 240.00 FEET; THENCE

SOUTH 01°36'16" WEST A DISTANCE OF 411.64 FEET; THENCE

NORTH 88°21'31" WEST A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT BY DEED RECORDED FEBRUARY 12, 2021 AS INSTRUMENT NO. 2811912000, RECORDS OF KOOTENAI COUNTY, IDAHO.

ATTACHMENT "A"

RETAIL VILLAGE II MINOR SUBDIVISION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER,
SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M.,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____ INSTRUMENT NO. _____



SECTIONAL MONUMENTS

- T-23**
CENTER QUARTER CORNER, SECTION 25, T.51N, R.5W
FOUND 3/25 INCH ALUMINUM CAP, PLS 4182, IN THE
INTERSECTION OF E HOPE AVE AND N CECIL RD
CP&F INSTRUMENT NO. 2540621000
- T-25, T-01**
EAST QUARTER CORNER, SECTION 25, T.51N, R.5W
WEST QUARTER CORNER, SECTION 30, T.51N, R.4W
CALCULATED POSITION, SEE SURVEYOR NOTE 1
CP&F INSTRUMENT NO. 2628322000
- V-25, V-01**
SECTION CORNER, SECTIONS 25 AND 36, T.51N, R.5W
SECTION CORNER, SECTIONS 30 AND 31, T.51N, R.4W
CALCULATED POSITION, SEE SURVEYOR NOTE 1
CP&F INSTRUMENT NO. 2628321000
- X-23**
CENTER QUARTER CORNER, SECTION 36, T.51N, R.5W
FOUND 1/2" REBAR IN THE INTERSECTION OF E HOPE
AVE AND N CECIL RD
CP&F INSTRUMENT NO. 1998759
- T-03**
CENTER QUARTER CORNER, SECTION 30, T.51N, R.4W
FOUND 2 INCH ALUMINUM CAP, PLS 4182, IN THE
CENTERLINE OF E HOPE AVE, E OF TRAFFIC CIRCLE
CP&F INSTRUMENT NO. 2422764000
- V-03**
SOUTH QUARTER CORNER, SECTION 30, T.51N, R.4W
NORTH QUARTER CORNER, SECTION 31, T.51N, R.4W
FOUND 5/8 INCH REBAR IN THE CENTERLINE OF E
POLELINE AVE ON THE EAST EDGE OF N FENNECUS LN
CP&F INSTRUMENT NO. 2107363000
- X-03**
CENTER QUARTER CORNER, SECTION 31, T.51N, R.4W
FOUND 1/2 INCH REBAR IN THE INTERSECTION OF E
HOPE AVE AND N MAVERICK LN
CP&F INSTRUMENT NO. 1397661

BASIS OF BEARING:

A BEARING OF N88°09'44"W WAS ASSUMED ALONG
THE SOUTH LINE OF THE SOUTHWEST QUARTER OF
SECTION 30, AS SHOWN HEREON.

SURVEY REFERENCES:

- (R1) POST FALLS IRRIGATED TRACTS,
BOOK C OF PLATS, PAGE 78
- (R2) EARLY DAWN COMMERCIAL PARK,
BOOK K OF PLATS, PAGES 232-232A
- (R3) FOXTAIL ADDITION,
BOOK K OF PLATS, PAGES 388-388A
- (R4) RECORD OF SURVEY, BOOK 15 OF
SURVEYS, PAGE 39
- (R5) RECORD OF SURVEY, BOOK 25 OF
SURVEYS, PAGE 95
- (R6) RECORD OF SURVEY, BOOK 25 OF
SURVEYS, PAGE 331
- (R7) RECORD OF SURVEY, BOOK 25 OF
SURVEYS, PAGE 383
- (R8) RECORD OF SURVEY, BOOK 25 OF
SURVEYS, PAGE 418
- (R9) RECORD OF SURVEY, BOOK 26 OF
SURVEYS, PAGE 082
- (R10) RECORD OF SURVEY, BOOK 27 OF
SURVEYS, PAGE 441
- (R11) RECORD OF SURVEY, BOOK 29 OF
SURVEYS, PAGE 188
- (R12) RECORD OF SURVEY, BOOK 30 OF
SURVEYS, PAGES 397-397K
- (R13) SPECIAL WARRANTY DEED
INSTRUMENT NO. 2639008000
- (R14) RIGHT-OF-WAY DEED
INSTRUMENT NO. 2811912000
- (R15) AGREEMENT FOR POSSESSION
INSTRUMENT NO. 2813930000
- (R16) LOT LINE ADJUSTMENT WARRANTY DEED
INSTRUMENT NO. 2879642000

LEGEND

- FOUND 5/8" REBAR W/
PLASTIC CAP, PLS 12468
- SET 5/8" X 24" REBAR W/
PLASTIC CAP, PLS 15434
- PLAT BOUNDARY
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- SECTIONAL LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- TIE LINE

SURVEYOR'S NARRATIVE:

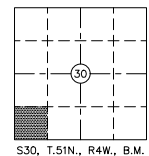
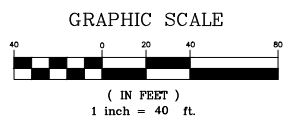
NO ODDITIES WERE FOUND DURING THE COURSE OF
THIS SURVEY. THE BOUNDARY IS BASED ON FOUND
MONUMENTATION AND SECTIONAL LINES PER SURVEY
REFERENCES LISTED HEREON.

SURVEYOR'S NOTES:

- 1) DURING THE TIME OF THE SURVEY OF THE SUBJECT
PARCEL, HIGHWAY 41 WAS UNDER CONSTRUCTION.
- 2) 10' SIDEWALK AND UTILITY EASEMENT PER PLAT OF
EARLY DAWN COMMERCIAL PARK (R2)



POST FALLS IRRIGATED TRACTS
PORTION OF TRACT 57



S30, T.51N., R4W., B.M.

civil engineering planning
landscape architecture surveying

510 east third avenue | spokane, wa | 99202
p 509.242.1000

DATE 09/22/2022	SCALE 1" = 40'
FIELD BOOK 21-288	DRAWN JRB
PROJECT NUMBER 21-288	DRAWING NO. 2 OF 2

21-288 FINAL PLAT Retail Village 2.dwg 18x27 FP P02

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

MSJK, LLC

FOR

Retail Village II

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Retail Village II

The estimated total cost of the improvements submitted by the Developer and approved by the City Engineer are as follows:

1. Public improvements to be owned operated and maintained by the City of Post Falls:
\$ 5,378.00
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 261,725.00**
3. Other improvements for which bonding is required: **\$ 18,761.00**
4. Street trees within public right-of-way: **\$ 0**
5. Total cost of improvements: **\$ 285,864.00**
6. Warranty amount: **\$ 28,586.40**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Retail Village II

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Retail Village II

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

ATTACHMENT "D"

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

MSJK, LLC

FOR

Retail Village II

CONSTRUCTION DRAWINGS

Plans Titled: **Retail Village**

Dated: **12/8/2022**

By: **Jerry Storhaug, P.E.**

Sheets 1 through 19

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

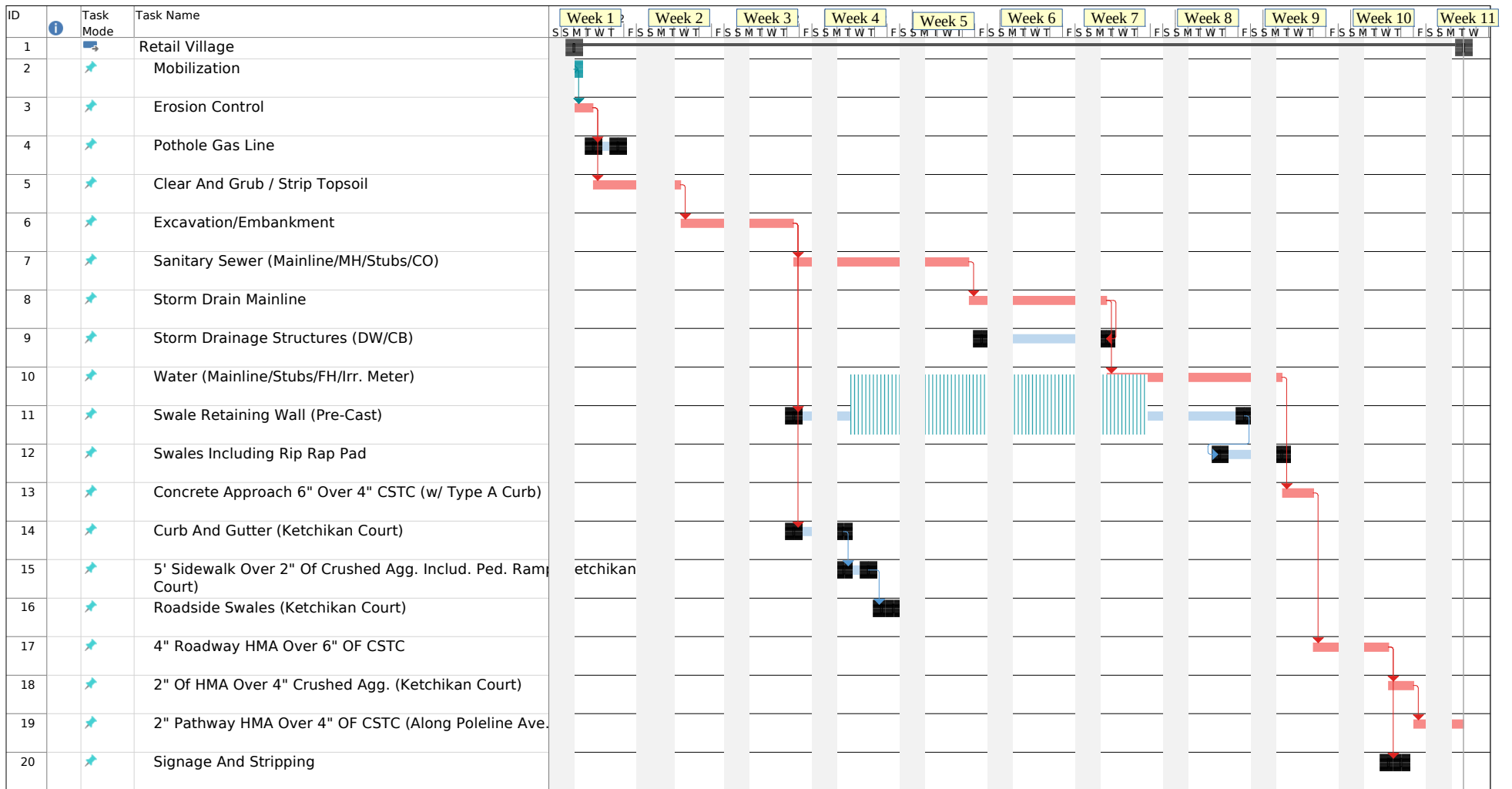
MSJK, LLC

FOR

Retail Village II

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.



Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

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

MSJK, LLC

FOR

Retail Village II

ENGINEERING SERVICES FEE SUMMARY

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

Permit/Inspection	Fees	Unit	Base Rate	Quantity	Cost
Utility ROW	\$ 100.00	LS	\$ -	0	\$ -
Commercial ROW	\$ 350.00	LS	\$ -	covered under Retail Village I	
Residential ROW	\$ 150.00	LS	\$ -	0	\$ -
Utility Trench	1-200'	\$ 250.00	LS	\$ -	1 \$ 250.00
	201-400'	\$ 350.00	LS	\$ -	0 \$ -
	401-600'	\$ 400.00	LS	\$ -	0 \$ -
	601-800'	\$ 450.00	LS	\$ -	0 \$ -
	Over 800	\$ 0.85 per ft	\$ -	0	\$ -
C&G	\$ 0.60	per ft	\$ 150.00	0	\$ -
Sidewalk & Approaches	\$ 0.60	per ft	\$ 150.00	0	\$ -
Swales	\$ 0.20	per ft^2	\$ 150.00	0	\$ -
Drywells	\$ 60.00	Each	\$ -	0	\$ -
Pavement	\$ 0.50	per yd ^2	\$ 150.00	0	\$ -
Water Pressure Test	\$ 120.00	per Test	\$ -	0	\$ -
Sewer Pressure Test	\$ 120.00	per Test	\$ -	0	\$ -
Street Tree Inspection	\$ 40.00	per Tree	\$ -	0	\$ -
Total					\$ 250.00

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

MSJK, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **N/A**

Street light type: _____

_____ lights X 12 months X \$_____ per month = \$_____

Street light type: _____

_____ lights X 12 months X \$_____ per month = \$_____

TOTAL = \$_____

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

MSJK, LLC

FOR

Retail Village II

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

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

_____ (# of SF homes) x \$6,959.00 = \$_____

_____ (# of Commercial service units) x \$6,959.00 = \$_____

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

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons) \$6,959.00

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

MSJK, LLC

FOR

Retail Village II

 X This project does not have any existing structures or proposed common area irrigation systems connecting to the City of Post Falls Water System.

Total water cap & meter fees \$_____ for existing structures or irrigation service to common areas.

Fees to be determined based upon service size & meter size.

Water Cap Fees

_____	x	3/4" – 1"	= \$3,273.00 Residential	=	\$ _____
_____	x	1"	= \$5,455.00 Commercial	=	\$ _____
_____	x	1-1/2"	= \$10,910.01	=	\$ _____
_____	x	2"	= \$17,456.01	=	\$ _____

Meter Fees

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

ACCOUNT FEES

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

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

MSJK, LLC

FOR

Retail Village II

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Jerry Storhaug, P.E.
ENGINEERING FIRM: Storhaug Engineering
ADDRESS: 510 E. 3rd Ave
CITY: Spokane **STATE:** WA **ZIP:** 99202
PHONE NO.: (509) 242-1000
E-MAIL ADDRESS: austin.storhaug@storhaug.com

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

MSJK, LLC

FOR

Retail Village II

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

MSJK, LLC

FOR

Retail Village II

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)
) :ss
County of Kootenai Kootenai)

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

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

Signature

Print Name

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

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

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

MSJK, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

X The Developer agrees to cash out the obligated street trees approved in the Landscaping Plan, in lieu of planting the street trees for the project. Cashout shall be paid to the City of Post Falls in the amount of \$ **4,200.00**, and is based upon **7** trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: JANUARY 3RD, 2023**

DATE: DECEMBER 23RD, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN, CITY ENGINEER
SUBJECT: RETAIL VILLAGE III MINOR SUBDIVISION CONSTRUCTION IMPROVEMENT AGREEMENT

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement for the subject subdivision.

DISCUSSION: This Agreement reflects the construction phase of the Retail Village III Minor Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 4-lot minor subdivision, with the application for plat submitted by Self Storage Development, LLC.

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

APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

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

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

CONSTRUCTION IMPROVEMENT AGREEMENT

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

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

DEVELOPER

Self Storage Development, LLC
Stephen Davis
2002 Timberloch Place #200
Spring, TX 77380
(281) 915-2393

CITY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

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

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

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

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

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

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

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

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

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

2.05 PLANS AND SPECIFICATIONS

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

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

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

2.08 MATERIALS

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

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

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

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

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

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

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

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

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

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

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

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

DEVELOPER ACKNOWLEDGMENT

STATE OF IDAHO)
)
:SS
County of Kootenai)

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

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

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

CITY ACKNOWLEDGMENT

STATE OF IDAHO)
)
:SS
County of Kootenai)

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

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

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Retail Village III

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

A PORTION OF TRACT 57, BLOCK 30 OF THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C OF PLATS, PAGE 78, RECORDS OF KOOTENAI COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN;

THENCE S88°09'44"E ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 654.90 FEET TO THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 57;

THENCE N00°59'09"E ALONG SAID SOUTHERLY PROLONGATION, A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 57;

THENCE CONTINUING N00°59'09"E ALONG THE EAST LINE OF SAID TRACT 57, A DISTANCE OF 234.81 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°59'09"E ALONG THE EAST LINE OF SAID TRACT 57, A DISTANCE OF 397.15 FEET TO THE NORTH LINE OF SAID TRACT 57;

THENCE N88°21'30"W ALONG SAID NORTH LINE, A DISTANCE OF 356.65 FEET EAST BOUNDARY LINE OF THAT PARTICULAR PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AT INSTRUMENT 2639008000, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE S01°37'04"W SAID EAST BOUNDARY LINE, A DISTANCE OF 402.95 FEET;

THENCE S89°16'58"E, A DISTANCE OF 361.08 FEET TO THE POINT OF BEGINNING.

A BLANKET UTILITY EASEMENT IS HEREBY GRANTED TO UTILITY PROVIDERS ACROSS LOTS 1, 2, 3, AND 4.

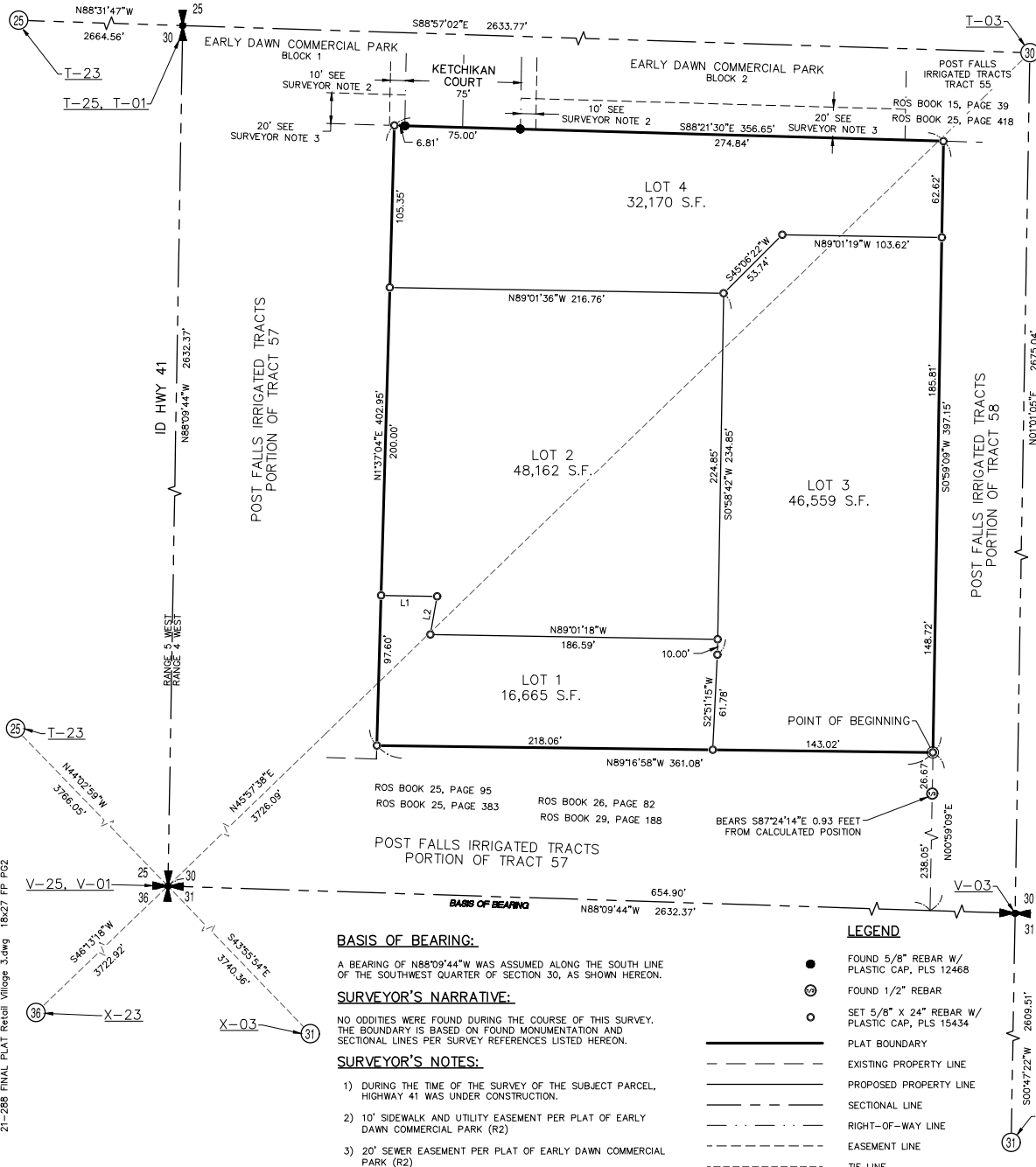
A BLANKET INGRESS/EGRESS EASEMENT IS HEREBY GRANTED TO LOTS 1, 2, 3, AND 4 OF THIS PLAT, AND TO THE PROPERTIES IMMEDIATELY TO THE WEST AND SOUTH, ACROSS LOTS 1, 2, 3, AND 4, ALLOWING THE BENEFITING PARCELS TO HAVE ACCESS AT THE COMMON ACCESS POINT OF N KETCHIKAN CT. FUTURE SITE DEVELOPMENT MUST BE CONFIGURED TO ALLOW ACCESS TO N KETCHIKAN CT AND TO THE PROPERTIES IMMEDIATELY TO THE WEST AND SOUTH.

ATTACHMENT "A"

RETAIL VILLAGE III MINOR SUBDIVISION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER,
SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, B.M.,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____ INSTRUMENT NO. _____



SECTIONAL MONUMENTS

T-23
CENTER QUARTER CORNER, SECTION 25, T.51N, R.5W FOUND 3.25 INCH ALUMINUM CAP, PLS 4182, IN THE INTERSECTION OF E HOPE AVE AND N CECIL RD CP&F INSTRUMENT NO. 2540621000

T-03
CENTER QUARTER CORNER, SECTION 30, T.51N, R.4W FOUND 2 INCH ALUMINUM CAP, PLS 4182, IN THE CENTERLINE OF E HOPE AVE, E OF TRAFFIC CIRCLE CP&F INSTRUMENT NO. 2422764000

T-25, T-01
EAST QUARTER CORNER, SECTION 25, T.51N, R.5W WEST QUARTER CORNER, SECTION 30, T.51N, R.4W CALCULATED POSITION, SEE SURVEYOR NOTE 1 CP&F INSTRUMENT NO. 2628322000

V-03
SOUTH QUARTER CORNER, SECTION 30, T.51N, R.4W NORTH QUARTER CORNER, SECTION 31, T.51N, R.4W FOUND 5/8 INCH REBAR IN THE CENTERLINE OF E POLLELINE AVE ON THE EAST EDGE OF N FENNECUS LN CP&F INSTRUMENT NO. 2107363000

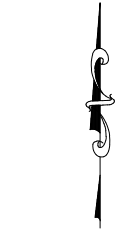
V-25, V-01
SECTION CORNER, SECTIONS 25 AND 36, T.51N, R.5W SECTION CORNER, SECTIONS 30 AND 31, T.51N, R.4W CALCULATED POSITION, SEE SURVEYOR NOTE 1 CP&F INSTRUMENT NO. 2628321000

X-03
CENTER QUARTER CORNER, SECTION 31, T.51N, R.4W FOUND 1/2 INCH REBAR IN THE INTERSECTION OF E HOPE AVE AND N MAVERICK LN CP&F INSTRUMENT NO. 1397661

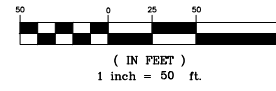
X-23
CENTER QUARTER CORNER, SECTION 36, T.51N, R.5W FOUND 1/2" REBAR IN THE INTERSECTION OF E HOPE AVE AND N CECIL RD CP&F INSTRUMENT NO. 1998759

SURVEY REFERENCES:

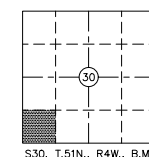
- (R1) POST FALLS IRRIGATED TRACTS, BOOK C OF PLATS, PAGE 78
- (R2) EARLY DAWN COMMERCIAL PARK, BOOK K OF PLATS, PAGES 232-232A
- (R3) FOXTAIL ADDITION, BOOK K OF PLATS, PAGES 388-388A
- (R4) RECORD OF SURVEY, BOOK 15 OF SURVEYS, PAGE 39
- (R5) RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 95
- (R6) RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 331
- (R7) RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 383
- (R8) RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 418
- (R9) RECORD OF SURVEY, BOOK 26 OF SURVEYS, PAGE 082
- (R10) RECORD OF SURVEY, BOOK 27 OF SURVEYS, PAGE 441
- (R11) RECORD OF SURVEY, BOOK 29 OF SURVEYS, PAGE 188
- (R12) RECORD OF SURVEY, BOOK 30 OF SURVEYS, PAGES 397-397K
- (R13) SPECIAL WARRANTY DEED INSTRUMENT NO. 2639008000
- (R14) RIGHT-OF-WAY DEED INSTRUMENT NO. 2811912000
- (R15) AGREEMENT FOR POSSESSION INSTRUMENT NO. 2813930000
- (R16) LOT LINE ADJUSTMENT WARRANTY DEED INSTRUMENT NO. 2879642000



GRAPHIC SCALE



LINE TABLE		
L#	BEARING	DISTANCE
L1	N89°01'18"W	36.33'
L2	N09°57'54"E	25.16'



S30, T.51N., R.4W., B.M.



storhäug
civil engineering planning
landscape architecture surveying
510 east third avenue | spokane, wa | 99202
p 509.242.1000

DATE 09/22/2022	SCALE 1" = 50'
FIELD BOOK 21-288	DRAWN JRB
PROJECT NUMBER 21-288	DRAWING NO. 2 OF 2

21-288 FINAL PLAT Retail Village 3.dwg 18x27 FP P02

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

Self Storage Development, LLC

FOR

Retail Village III

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Retail Village III

The estimated total cost of the improvements submitted by the Developer and approved by the City Engineer are as follows:

1. Public improvements to be owned operated and maintained by the City of Post Falls: **\$ 26,864.36**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 261,725.00**
3. Other improvements for which bonding is required: **\$ 44,148.51**
4. Street trees within public right-of-way: **\$ N/A**
5. Total cost of improvements: **\$ 332,737.87**
6. Warranty amount: **\$ 33,273.79**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Retail Village III

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Retail Village III Allocation

Sanitary Sewer		Qty	Units	Unit Price	Total RV3	
	6" Sewer Pipe	774.5353	lf	\$ 57.00		\$44,148.51
Water		Qty	Units	Unit Price	Total RV3	
	Connect to Existing	3	ea	\$ 2,518.32	\$	7,554.96
	12" Water Main	746	lf	\$ 140.20	\$	104,589.20
	8" Water Main	793	lf	\$ 118.65	\$	94,089.45
	6" Water Main (Stubs to Bldg. Sites)	266	LF	\$ 100.17	\$	26,645.22
	Fire Hydrant Assemblies	3	ea	\$ 9,615.39	\$	28,846.17
Ketchikan Improvements		Qty	Units	Unit Price	Total RV3	
	Sawcut Existing Asphalt - Ketchikan Court	40	lf	\$ 4.30	\$	172.00
	Remove Asphalt - Ketchikan Court	550	sy	\$ 7.16	\$	3,938.00
	Curb & Gutter - Ketchikan Court	155	lf	\$ 49.60	\$	7,688.00
	Roadside Swales - Ketchikan Court	1706	sf	\$ 0.54	\$	921.24
	HMA (2" / 4") - Ketchikan Court	342	sy	\$ 41.36	\$	14,145.12

Total: \$332,737.87

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Retail Village III

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

ATTACHMENT "D"

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

Self Storage Development, LLC

FOR

Retail Village III

CONSTRUCTION DRAWINGS

Plans Titled: **Retail Village**

Dated: **12/8/2022**

By: **Jerry Storhaug, P.E.**

Sheets 1 through 19

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

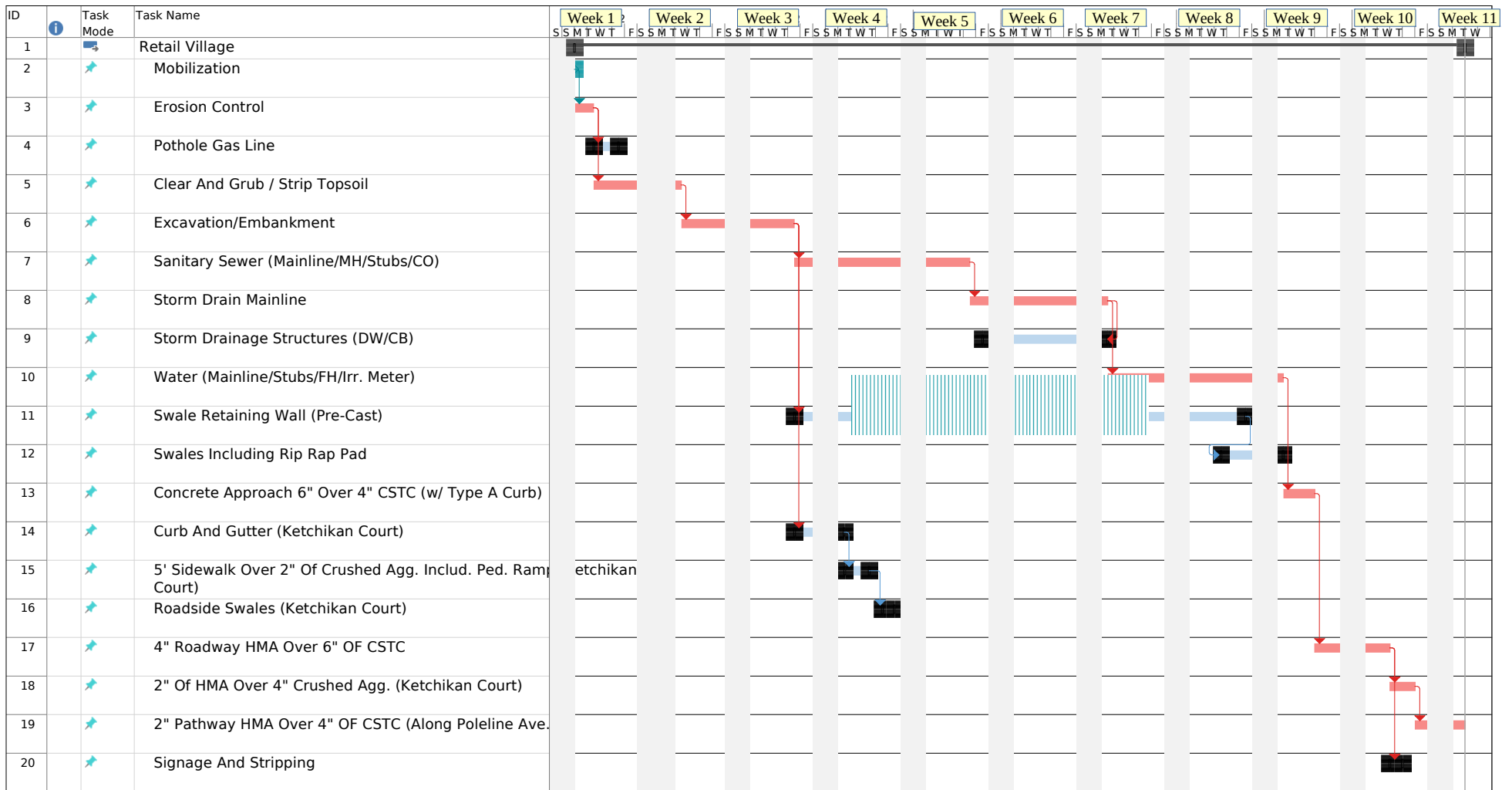
Self Storage Development, LLC

FOR

Retail Village III

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.



Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

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

Self Storage Development, LLC

FOR

Retail Village III

ENGINEERING SERVICES FEE SUMMARY

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

Permit/Inspection	Fees	Unit	Base Rate	Quantity	Cost
Utility ROW	\$ 100.00	LS	\$ -	0	\$ -
Commercial ROW	\$ 350.00	LS	\$ -	covered under Retail Village I	
Residential ROW	\$ 150.00	LS	\$ -	0	\$ -
Utility Trench	1-200'	\$ 250.00 LS	\$ -	1	\$ 250.00
	201-400'	\$ 350.00 LS	\$ -	0	\$ -
	401-600'	\$ 400.00 LS	\$ -	0	\$ -
	601-800'	\$ 450.00 LS	\$ -	0	\$ -
	Over 800	\$ 0.85 per ft	\$ -	0	\$ -
C&G	\$ 0.60	per ft	\$ 150.00	155	\$ 243.00
Sidewalk & Approaches	\$ 0.60	per ft	\$ 150.00	137	\$ 232.20
Swales	\$ 0.20	per ft^2	\$ 150.00	17017	\$ 3,553.40
Drywells	\$ 60.00	Each	\$ -	5	\$ 300.00
Pavement	\$ 0.50	per yd ^2	\$ 150.00	342	\$ 321.00
Water Pressure Test	\$ 120.00	per Test	\$ -	0	\$ -
Sewer Pressure Test	\$ 120.00	per Test	\$ -	0	\$ -
Street Tree Inspection	\$ 40.00	per Tree	\$ -	0	\$ -
Total					\$ 4,899.60

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

Self Storage Development, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **N/A**

Street light type: _____

_____ lights X 12 months X \$_____ per month = \$_____

Street light type: _____

_____ lights X 12 months X \$_____ per month = \$_____

TOTAL = \$_____

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

Self Storage Development, LLC

FOR

Retail Village III

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

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

_____ (# of SF homes) x \$6,959.00	=	\$ _____
_____ (# of Commercial service units) x \$6,959.00	=	\$ _____
_____ (# of structures connecting) x (Utility Deposit = \$60.00)	=	\$ _____

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$6,959.00
-----------------------------------	------------

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

Self Storage Development, LLC

FOR

Retail Village III

 X This project does not have any existing structures or proposed common area irrigation systems connecting to the City of Post Falls Water System.

Total water cap & meter fees \$ _____ for existing structures or irrigation service to common areas.

Fees to be determined based upon service size & meter size.

Water Cap Fees

_____	x	3/4" – 1"	= \$3,273.00 Residential	=	\$ _____
_____	x	1"	= \$5,455.00 Commercial	=	\$ _____
_____	x	1-1/2"	= \$10,910.01	=	\$ _____
_____	x	2"	= \$17,456.01	=	\$ _____

Meter Fees

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

ACCOUNT FEES

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

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

Self Storage Development, LLC

FOR

Retail Village III

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Jerry Storhaug
ENGINEERING FIRM: Storhaug Engineering
ADDRESS: 510 E. 3rd Ave
CITY: Spokane **STATE:** WA **ZIP:** 99202
PHONE NO.: (509) 242-1000
E-MAIL ADDRESS: austin.storhaug@storhaug.com

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

Self Storage Development, LLC

FOR

Retail Village III

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

Self Storage Development, LLC

FOR

Retail Village III

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
) :SS
County of Kootenai Kootenai)

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

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

Signature

Print Name

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

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

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

Self Storage Development, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: JANUARY 3RD, 2023**

DATE: DECEMBER 28TH, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN – CITY ENGINEER
SUBJECT: VERTE GLENN 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 Verte Glenn 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: 01/03/2023

DATE: 12/28/2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Field Herrington
SUBJECT: Assignment of Opioid Funds to Panhandle Health District

ITEM AND RECOMMENDED ACTION:

Reallocation of Opioid Settlement Funds - Approval of contract to reallocate the Opioid Settlement Funds already received by the city before the amended reallocation agreement. City Staff explored uses for the funds, the city does not currently have an established opioid abatement program, staff requested on November 15th that the funds be directed to the Panhandle Health District for effective usage. The City of CDA is also allocating to Panhandle Health District. The opioid settlement funds currently received by the City are \$61,892.

DISCUSSION:

Following the November meeting staff reached out to Panhandle Health District and negotiated a contract for the assignment of funds that have already been received by the City of Post Falls. Future Funds have already been reallocated to the Panhandle Health District.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not been reviewed by council.

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$61,892 in allocation payments already recieved along with any other payments recieved in the interim while the state processes the reallocation agreement.

BUDGET CODE:



Public Health
Prevent. Promote. Protect.
Panhandle Health District

Panhandle Health District

Healthy People in Healthy Communities



Assignment of Funds Agreement Between Panhandle Health District and the City of Post Falls

This ASSIGNMENT AGREEMENT ("Agreement") is entered into this 12th day of January, 2023 ("Effective Date"), between the City of Post Falls (Assignor) and the Panhandle Health District ("Assignee").

WHEREAS, on November 16, 2021, Assignor entered into the Idaho Opioid Settlement Intrastate Allocation Agreement Between The State of Idaho, Health Districts, and Eligible Local Governments. Assignor has since chosen not to receive the funds allocated to it under the Idaho Opioid Settlement Allocation Agreement and on November 15, 2022 executed a Voluntary Reallocation and authorized its share of funds be reallocated to the Panhandle Health District.

WHEREAS, Assignor has received allocation payments in the amount of \$61,892. Assignor desires to reallocate those payments, and Assignee desires to accept such payments and assume such rights, duties, and obligations, in accordance with the terms of the Idaho Opioid Settlement Intrastate Allocation Agreement Between the State of Idaho, Health Districts, and Eligible Local Governments as described in Exhibit A, attached hereto and incorporated herein by reference.

Now, therefore, intending to be legally bound by the Agreement, the parties further agree to the terms as follows:

- **PAYMENT OF OPIOID SETTLEMENT FUNDS**

Following execution of this agreement Assignor shall pay to the Assignee the current sum of \$61,892.00 along with any other Idaho Opioid Settlement funds received by Assignor for the Term of the Agreement.

- **FINANCIAL REPORTING**

For every fiscal year in which a Participating Local Government or Participating Health District receives, holds, or spends Opioid Funds, the Local Government or Health District must submit an annual financial report specifying the activities and amounts it has funded. The annual financial report shall be provided to the Idaho Attorney General by emailing the report to opiodsettlement@ag.idaho.gov within (90) days of the last day of the state fiscal year covered by the report.

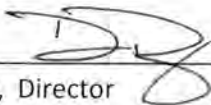
- For the fiscal year ending 2023, funds assigned from Assignor to Assignee shall be reported as an expenditure. Assignee will report assigned funds as funds received.

- **ASSIGNMENT PERIOD**

The term of Agreement shall commence on the Effective Date, and shall continue until September 30, 2023, unless earlier terminated by either party, which termination shall be effective following thirty (30) days' advance written notice of termination given to the other party.

Hayden -Kootenai County
8500 N. Atlas Rd.
Hayden, ID 83835
208.415.5100

Each person signing this Agreement represents that he or she is fully authorized to enter into the terms of, and to execute, this Agreement of behalf of the named governmental entity, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.



Don Duffy, Director
Panhandle Health District

12/21/22

Date

Ronald G. Jacobson, Mayor
City of Post Falls

Date

Attest:

Shannon Howard, City Clerk
City of Post Falls

Date

Exhibit A

Assignment of Funds Agreement Between Panhandle Health District and the City of Post Falls

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

The State, by and through the Attorney General, and the undersigned Participating Local Governments and Participating Health Districts, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, enter into this Idaho Opioid Settlement Intrastate Allocation Agreement (“Agreement”) and covenant and agree as follows:

General Principles

Capitalized terms not defined below have the meanings set forth in the Definitions section of this Agreement.

- The people of the State of Idaho and Idaho communities have been harmed by the opioid epidemic, which was caused by misconduct committed by certain entities within the Pharmaceutical Supply Chain.
- The State of Idaho, *ex rel.* Lawrence Wasden, Attorney General (the “State”), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State, Health Districts, and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misconduct throughout the State of Idaho.
- Settlements resulting from the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson have taken the form of National Settlement Agreements.
- This Agreement is intended to facilitate compliance by the State and by the Participating Local Governments with the terms of the National Settlement Agreements and, to the extent appropriate, with other settlements related to the opioid epidemic reached by both the State and Participating Local Governments.
- Idaho’s share of settlement funds from the National Settlement Agreements will be maximized only if all Idaho Local Governments of a certain size participate in the settlements.
- The National Settlement Agreements will set a default allocation between each State and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts (a “State-Subdivision Agreement”), and this Agreement is intended to serve as such a State-Subdivision Agreement under the National Settlement Agreements.
- The State and certain Participating Local Governments are also involved in ongoing litigation with other Pharmaceutical Supply Chain Participants and the aforementioned investigations and litigation have caused some Pharmaceutical Supply Chain Participants

to declare bankruptcy, and they may cause additional entities to declare bankruptcy in the future.

- This Agreement is also intended to serve as a State-Subdivision Agreement for future resolutions of claims through settlement or in bankruptcy court where both the State and Participating Local Governments have filed suit concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic and the resolution of such claims provide for payments (including payments through a trust) to both the State and Participating Local Governments and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement (“Future Resolutions”). This includes but is not limited to serving as a Statewide Abatement Agreement under the bankruptcy resolutions in *In re Purdue Pharma L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) and *In re Mallinckrodt PLC, et al.*, Case No. 20-12522 (JTD) (Bankr. D. Del.).
- The State is participating in litigation and investigations of certain other Pharmaceutical Supply Chain Participants for which Participating Local Governments are not involved and resolution of such claims are not subject to this Agreement.

A. Definitions

As used in this Agreement

1. The terms “Future Resolutions,” “State,” and “State-Subdivision Agreement” are defined under General Principles in this Agreement.
2. “Approved Purpose(s)” shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
3. “Governing Body” means (1) for a county, the board of county commissioners; (2) for a municipality, the city council; and (3) for a health district, the district board of health.
4. “Health Districts” shall mean the seven regional public health districts created pursuant to Title 39, Chapter 4, Idaho Code.
5. “Litigating Participating Local Governments” means the Participating Local Governments that filed an initial complaint in the Opioid Litigation by September 1, 2020.
6. “MDL Litigation” means the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio).
7. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021, with Settling Defendants Johnson & Johnson and Distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

8. "Non-Litigating Participating Local Governments" means the Participating Local Governments who are not Litigating Participating Local Governments.
9. "Non-Participating Health District" means a Health District who is not a Participating Health District.
10. "Non-Participating Local Government" means a city or county who is not a Participating Local Government.
11. "Opioid Funds" shall mean monetary amounts obtained through the National Settlement Agreements and Future Resolutions as defined in this Agreement. Not included are funds paid to the State to resolve State claims against Pharmaceutical Supply Chain Participants for which Participating Local Governments were not a party or did not otherwise participate. Also not included are funds paid to Participating Local Governments solely to resolve Participating Local Governments' claims against Pharmaceutical Supply Chain Participants, not claims by the State.
12. "Opioid Litigation" means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.
13. "Participating Local Government" shall mean a county or city within the geographic boundaries of the State who participates in this Agreement and who participates in the National Settlement Agreements and/or Future Resolutions. A Local Government may be a Participating Local Government under the National Settlement Agreements and not for some or all Future Resolutions or vice versa if it does not choose to participate in the National Settlement Agreements or some or all Future Resolutions. Eligible local governments include: (1) all counties within the State of Idaho; and (2) cities within the State of Idaho who are either involved in Opioid Litigation or who have a population of over 10,000.¹ For the avoidance of doubt, a county or city must sign this Agreement to become a "Participating Local Government."
14. "Participating Health District" shall mean a Health District who agrees to participate in this Agreement and in the National Settlement Agreements and/or Future Resolutions. A Health District may be a Participating Health District under the National Settlement Agreements and not for some or all Future Resolutions or vice versa if it does not choose to participate in the National Settlement Agreements or some or all Future Resolutions. For the avoidance of doubt, a Health District must sign this Agreement to become a "Participating Health District."
15. "Parties" shall mean the State, Participating Health Districts, and Participating Local Governments.
16. "Pharmaceutical Supply Chain" shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.

¹ All references to population in this Agreement shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>.

17. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
18. "Public Health District Fund" means the fund established under Idaho Code § 39-422.
19. "State-Directed Opioid Settlement Fund" means the fund established under Idaho Code § 57-825.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with forty percent (40%) to the State ("State Share"); forty percent (40%) to the Participating Local Governments ("LG Share"); and twenty percent (20%) to the Participating Health Districts ("HD Share").²
2. All Opioid Funds, regardless of allocation, shall only be utilized for Approved Purposes included in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in Section D of this Agreement. The parties acknowledge that under the terms of the National Settlement Agreements there are certain allowed non-Opioid Remediation expenditures which require additional reporting under those agreements. Additionally, the parties acknowledge that under the National Settlement Agreements no less than eighty-five percent (85%) of the funds must be used for Opioid Remediation with at least seventy percent (70%) of funds used solely for future Opioid Remediation.
3. **Receipt and Distribution of the State Share:** Funds will be deposited into the State-Directed Opioid Settlement Fund after payment of attorney's fees and costs to the State's outside counsel as provided in Section C.
4. **Receipt and Distribution of the LG Share:** The LG Share shall be paid by check or wire transfer directly to the Participating Local Governments after payment of funds into the Idaho Attorney Fee Back-Stop Fund as provided in Section C.5. Each Participating Local Government will be allocated the percentage of the remaining LG Share as set forth in Exhibit B. Payments will be made directly to each Participating Local Government, and subject to the mechanisms for auditing and reporting set forth below to provide accountability and transparency to the public to verify appropriate use of the funds. Each Participating Local Government may elect to have its share reallocated to the Participating Health District within which it is located. Any funds allocated to a Non-Participating Local Government or to Participating Local Government that cannot be paid under the terms of this Agreement, the National Settlement Agreements, or a Future Resolution shall be allocated to the Participating Health District in which the Local Government is located. A county and some or all of its incorporated cities, in so far as all are Participating Local Governments, may enter into a separate intracounty allocation agreement to modify how the total funds available to said county and cities under Exhibit B are allocated amongst themselves. For the avoidance of doubt, a county or city must agree in writing in order to have its share reallocated under an intracounty allocation agreement. Such an agreement shall not modify any of the other terms or requirements of the National Settlements, Future Resolutions, or this Agreement.

² This Agreement assumes that any opioid settlement for Native American Tribes will be dealt with separately.

5. **Receipt and Distribution of the HD Share:** The HD Share shall be paid directly to the Public Health District Fund after payment of attorney's fees and costs to the State's outside counsel as provided in Section C. Funds would be allocated among each Participating Health District based on the aggregate of the percentages allocated to the Local Governments within each such Health District as determined pursuant to paragraph 4 above, and as set forth specifically in Exhibit C. These funds would also be subject to the mechanism for auditing and reporting set forth below to provide accountability and transparency to the public to verify appropriate use of the funds. Any funds allocated under Exhibit C to a Non-Participating Health District shall be allocated to the Participating Health Districts in proportion to the allocation set forth in Exhibit C. If any Participating Health District ceases to exist, the funds shall be allocated between the remaining Participating Health Districts as provided for in this paragraph. If all Participating Health Districts cease to exist, the HD Share will be split equally between the State Share and the LG Share.
6. The State, Participating Health Districts, and Participating Local Governments may coordinate for implementation of opioid remediation strategies. The Parties agree that collaboration promotes the effective use of Opioid Funds and that they will coordinate with trusted partners to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

C. Payment of Counsel and Opioid Litigation Expenses

1. The Parties recognize that the funds being shared under this agreement were obtained through significant effort by outside counsel retained by the State and Litigating Participating Local Governments in the Opioid Litigation.
2. The National Settlement Agreements provide for the payment of all or a portion of the attorney's fees and legal expenses owed by the State and Litigating Participating Local Governments to outside counsel retained for Opioid Litigation. To effectuate this the court in the MDL Litigation has established a common benefit fund to compensate attorneys for services rendered and expenses incurred that have benefitted plaintiffs generally in the litigation (the "Common Benefit Fund"). The Parties anticipate that Future Resolutions may also provide for the payment of all or a portion of attorney's fees and legal expenses.
3. If funds for attorney's fees and expenses under the National Settlement Agreements, Future Resolutions, and the Common Benefit Fund are insufficient to cover the attorney fee obligations of the State and Litigating Participating Local Governments (as modified by Judge Polster's August 6, 2021 Order in the MDL Litigation), the deficiencies will be covered as set forth in further detail below.
4. Deficiencies for outside counsel for the State shall be paid as follows:
 - a. As a means of covering any deficiencies in payment for outside counsel retained by the State specifically for Opioid Litigation, five percent (5%) of the State Share and five percent (5%) of the HD Share from the National Settlements and Future Resolutions not exempt under Section C.7 shall be sent to outside counsel prior to payment to the State-Directed Opioid Settlement Fund and the Public Health

District Fund. No funds from the LG Share shall be used to pay attorney's fees for outside counsel for the State.

- b. Outside counsel for the State shall maintain the funds in a separate trust account, not comingled with other funds. Outside counsel for the State shall make application to the Idaho Attorney General's Office for payments out of the trust account for a deficiency, meaning the difference between what their fee agreements would entitle them to (as limited by this Section) minus what they have already collected from attorney fee funds established under the National Settlement Agreements and Future Resolutions and the Common Benefit Fund.
 - c. Any remaining funds in the account in excess of the amounts needed to cover the deficiency in attorney's fees as provided in this Section shall revert back to the State Share and HD Share and shall be allocated as provided in Section B.
 - d. Outside counsel for the State shall make a report to the Idaho Attorney General's Office every two (2) years setting forth the balance of the trust account and any outstanding potential deficiencies in order for the Idaho Attorney General's Office to assess whether the trust fund is overfunded and funds should be reverted or underfunded and more funding should be provided.
5. Deficiencies for outside counsel for Litigating Participating Local Governments shall be paid as follows:
- a. As a means of covering any deficiencies in payment for outside counsel retained by Participating Local Governments specifically for the Opioid Litigation, a supplemental Idaho Attorney Fee Back-Stop Fund shall be established.
 - b. The Idaho Attorney Fee Back-Stop Fund shall be funded by ten percent (10%) of the LG Share from the National Settlement Agreements and Future Resolutions not exempt under Section C.7. No funds from the State Share and HD Share shall be used to pay attorney's fees to counsel for the Litigating Participating Local Governments. If some or all of the Participating Local Governments believe that ten percent (10%) will not be sufficient to cover a deficiency in attorney's fees those Participating Local Governments can enter into an agreement to hold back an additional amount of up to two and one-half percent (2.5%) of the LG Share allocated to those Participating Local Governments under Exhibit B to be put into the Idaho Attorney Fee Back-Stop Fund. For the avoidance of doubt, no funds above the original ten percent (10%) shall be held back to fund the Idaho Attorney Fee Back-Stop Fund from the share allocated to a Participating Local Government under Exhibit B without their express written agreement, and in no circumstance may the overall amount withheld exceed twelve and one-half percent (12.5%).
 - c. Payments out of the Idaho Attorney Fee Back-Stop Fund shall be determined by majority vote of a committee ("Idaho Attorney Fee Back-Stop Fund Committee") consisting of three members:
 - i. One (1) member appointed by the Litigating Participating Local Governments;

- ii. One (1) member appointed by the Non-Litigating Participating Local Governments; and
 - iii. One (1) member jointly appointed by all of the other members listed above.
 - d. Outside counsel retained by Litigating Participating Local Governments may apply to the Idaho Attorney Fee Back-Stop Fund only for a deficiency, meaning the difference between what their fee agreements would entitle them to (as limited by this Section) minus what they have already collected from attorney fee funds established under the National Settlement Agreements and Future Resolutions and the Common Benefit Fund. For the avoidance of doubt, collectively, outside counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available under the National Settlement Agreements, Future Resolutions, the Common Benefit Fund and the Idaho Attorney Fee Back-Stop Fund, attorney's fees totaling fifteen percent (15%) of the LG Share.
 - e. Any funds remaining in the Idaho Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the deficiency in attorney's fees as provided in this Section shall revert back to the LG Share and shall be allocated as provided in Section B.
 - f. Applications for funds from the Idaho Attorney Fee Back-Stop Fund must be supported by an affidavit of the attorney setting forth the basis and method of computation for the attorney's fees request. The Idaho Attorney Fee Back-Stop Fund Committee may also request additional documentation to support an application.
 - g. The Idaho Attorney Fee Back-Stop Fund Committee shall meet at least once annually to review applications and determine whether to release and/or revert funds. Every two (2) years, the Idaho Attorney Fee Back-Stop Fund Committee shall assess the amount remaining in the fund to determine if it is overfunded or underfunded.
6. The Parties agree that should a Future Resolution not provide for any payment of attorney's fees, the parties will confer and in good faith consider an amendment to this Section to provide for additional funds.
7. This Section (Section C) shall not apply to settlements involving McKinsey or the bankruptcy proceedings *In re Purdue Pharma L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) and *In re Mallinckrodt PLC, et al.*, Case No. 20-12522 (JTD) (Bankr. D. Del) or other Future Resolutions in so far as the express terms limit the payment of attorney's fees and would not allow for the payment of attorney's fees from the State Share, LG Share, and HD Share.

D. Compliance Reporting and Accountability

1. Participating Health Districts, Participating Local Governments, and the State shall maintain, for a period of at least five (5) years, records of Opioid Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreements, Future Resolutions, and this Agreement. During and after the term of this Agreement, the Attorney General shall have access to persons and records related to this Agreement and expenditures of Opioid Funds.
2. Opioid Funds can only be used for an Approved Purpose when the Governing Body of a Participating Local Government or Participating Health District includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Funds for that Approved Purpose during a specified period of time. The budget or resolution should: (1) indicate that it is an authorization for expenditure of Opioid Funds, (2) state the specific Approved Purpose the governing body intends to fund as identified in Exhibit A, and (3) state the amount dedicated to each Approved Purpose for a stated period of time.
3. Opioid Funds are subject to the financial audit requirements for Participating Local Governments and Participating Health Districts as provided under Idaho Law, and shall be separately accounted for in any such audit. If any such audit reveals an expenditure inconsistent with the terms of this Agreement, the Participating Local Government or Participating Health District shall immediately report the finding to the Idaho Attorney General.
4. For every fiscal year in which a Participating Local Government or Participating Health District receives, holds, or spends Opioid Funds, the Local Government or Health District must submit an annual financial report specifying the activities and amounts it has funded. The annual financial report shall be provided to the Idaho Attorney General by emailing the report to opioidsettlement@ag.idaho.gov within ninety (90) days of the last day of the state fiscal year covered by the report. Each annual financial report must include the following information: (1) the amount of Opioid Funds available at the beginning of the fiscal year; (2) the amount of Opioid Funds received during the fiscal year; (3) the amount of Opioid Funds disbursed or applied during the fiscal year, broken down by Approved Purposes set forth in Exhibit A; (4) the amount of Opioid Funds available at the end of the fiscal year. The annual financial reports provided to the Idaho Attorney General will be made publically available by publication on the Idaho Attorney General's website <https://www.ag.idaho.gov/consumer-protection/opioid-settlement/> and be maintained on that webpage for a period not less than five (5) years. The Attorney General will also post annual reports of State expenditures of Opioid Funds on the Idaho Attorney General's website and maintain said reports on the webpage for a period not less than five (5) years.
5. If the National Settlement Agreements or any Future Resolutions require that a Participating Local Government or Participating Health District file, post, or provide a report or other document beyond those described in this Agreement, or if any Participating Local Government or Participating Health District communicates in writing

with any national administrator or other entity created or authorized by the National Settlement Agreements or any Future Resolutions regarding compliance with the National Settlement Agreement or Future Resolutions, the Participating Local Government or Participating Health District shall email a copy of any such report, document, or communication to the Idaho Attorney General at opioidsettlement@ag.idaho.gov.

6. Every Participating Local Government and Participating Health District shall make a good faith effort to comply with all of its reporting obligations under this Agreement. A Participating Local Government or Participating Health District that engages in a good faith effort to comply with its reporting obligations under Section D.7 and D.8 but fails in some way to report information in an accurate, timely, or complete manner shall be given an opportunity to remedy this failure within a reasonable time. A Participating Local Government or Participating Health District that does not engage in a good faith effort to comply with its reporting obligations under this Agreement, or that fails to remedy reporting issues within a reasonable time, may be subject to action for breach of contract. Notwithstanding anything to the contrary herein, a Participating Local Government or Participating Health District that is in substantial compliance with the reporting obligations in this Agreement shall not be considered in breach of this Agreement.
7. If it appears to the State that a Participating Local Government or Participating Health District is using or has used Opioid Funds for non-Approved Purposes, the State may on written request seek and obtain the documentation underlying the report(s) described in this Section (Section D), as applicable. The Participating Local Government or Participating Health District receiving such request shall have fourteen (14) days to provide the requested information. The State and the Participating Local Government or Participating Health District receiving such request may extend the time period for compliance with the request only upon mutual agreement.
8. Following a request made pursuant to D.7, if the State determines that a Participating Local Government or Health District spent any Opioid Funds on an expenditure inconsistent with the terms of this Agreement, the State shall send notice to the Participating Local Government or Participating Health District of such determination and allow sixty (60) days to cure the inconsistent expenditure through budget amendment or repayment. If a Participating Local Government or Participating Health District does not make the cure within sixty (60) days, the State may (i) reduce future Opioid Fund payments to that Participating Local Government or Participating Health District by an amount equal to the inconsistent expenditure; and (ii) to the extent the inconsistent expenditure is greater than the expected future stream of payments, initiate a process up to and including litigation to recover the overage. The State may recover any litigation expenses incurred to recover the funds. Any recovery or redistribution shall be distributed consistent with Section B.4 above.

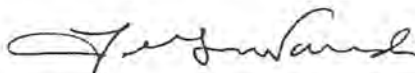
E. Other Terms

1. This Agreement shall become effective at the time a sufficient number of local governments have joined the Agreement to qualify this Agreement as a State-Subdivision

Agreement under the National Settlement Agreements or any Future Resolutions. If this Agreement does not thereby qualify as a State-Subdivision Agreement, this Agreement will have no effect. Once effective, this Agreement will remain in effect until at least one (1) year after the last date on which any Opioid Funds are spent by Participating Local Governments and Participating Health Districts pursuant to the National Settlement Agreements and any Future Resolutions.

2. The Parties agree to make such amendments as necessary to implement the intent of this agreement. After this Agreement becomes effective, amendments may only be made to this Agreement if approved in writing by the Attorney General and at least two-thirds of the Participating Local Governments and Participating Health Districts.
3. This Agreement shall be governed by and construed under the laws of the State of Idaho using Idaho law. Any action related to the provisions of this Agreement, except as otherwise provided in the National Settlement Agreements or Future Resolutions, must be adjudicated by the Idaho state courts of Ada County in the State of Idaho.
4. This Agreement does not supersede or alter the terms of the National Settlement Agreements or any Future Resolutions except to the extent those terms allow for a State-Subdivision Agreement to do so.
5. If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.
6. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this Agreement.
7. Each person signing this Agreement represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the named governmental entity, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

FOR THE STATE OF IDAHO



LAWRENCE G WASDEN
ATTORNEY GENERAL
STATE OF DAHO

DATE: October 25, 2021

[Other Signature Pages to Follow]

Exhibit A
Approved Opioid Abatement Strategies

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following¹:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹ As used in this Exhibit A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Public Creditor Trust Distribution Procedures.

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Approved Opioid Abatement Strategies

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

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Approved Opioid Abatement Strategies

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

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Approved Opioid Abatement Strategies

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

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14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 2. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

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4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

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5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

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1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school

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employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

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9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid-

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or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

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6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT B
ALLOCATION OF LOCAL GOVERNMENT SHARE

Local Government	Percentage of Local Government Share
Ada County, Idaho	13.2776278333%
Adams County, Idaho	0.1446831902%
Ammon City, Idaho	0.0812916024%
Bannock County, Idaho	3.0595589832%
Bear Lake County, Idaho	0.6082712041%
Benewah County, Idaho	0.6526829809%
Bingham County, Idaho	1.6421270812%
Blackfoot City, Idaho	0.6283857401%
Blaine County, Idaho	0.9137717551%
Boise City, Idaho	12.7586409110%
Boise County, Idaho	0.3309644652%
Bonner County, Idaho	2.5987361786%
Bonneville County, Idaho	3.7761253875%
Boundary County, Idaho	0.8788284447%
Burley City, Idaho	0.4485975363%
Butte County, Idaho	0.1839745518%
Caldwell City, Idaho	1.1958553249%
Camas County, Idaho	0.0422073443%
Canyon County, Idaho	5.0120113688%
Caribou County, Idaho	0.4396183832%
Cassia County, Idaho	0.7270235866%
Chubbuck City, Idaho	0.4841935447%
Clark County, Idaho	0.0420924425%
Clearwater County, Idaho	0.4890418390%
Coeur D'Alene City, Idaho	2.7593778237%
Custer County, Idaho	0.2133243878%
Eagle City, Idaho	0.1711876661%
Elmore County, Idaho	0.8899512165%
Franklin County, Idaho	0.5753624958%
Fremont County, Idaho	0.5716071696%
Garden City, Idaho	0.5582782838%
Gem County, Idaho	1.3784025725%
Gooding County, Idaho	0.6966472013%
Hayden City, Idaho	0.0047132146%
Idaho County, Idaho	0.8474305547%
Idaho Falls City, Idaho	3.8875027578%
Jefferson County, Idaho	0.9842670749%
Jerome City, Idaho	0.4169017424%
Jerome County, Idaho	0.6223444291%
Kootenai County, Idaho	5.6394798565%
Kuna City, Idaho	0.1849461724%

Local Government	Percentage of Local Government Share
Latah County, Idaho	1.2943861166%
Lemhi County, Idaho	0.4880814284%
Lewis County, Idaho	0.2882543555%
Lewiston City, Idaho	2.0176549375%
Lincoln County, Idaho	0.1930184422%
Madison County, Idaho	1.2748404845%
Meridian City, Idaho	2.4045650754%
Minidoka County, Idaho	0.9140620922%
Moscow City, Idaho	0.6590552650%
Mountain Home City, Idaho	0.5706694591%
Nampa City, Idaho	3.3274647954%
Nez Perce County, Idaho	1.2765833482%
Oneida County, Idaho	0.2371656647%
Owyhee County, Idaho	0.5554298409%
Payette County, Idaho	1.2750728102%
Pocatello City, Idaho	2.9494898116%
Post Falls City, Idaho	0.6781328826%
Power County, Idaho	0.3505171035%
Preston City, Idaho	0.1496220047%
Rexburg City, Idaho	0.1336231941%
Shoshone County, Idaho	1.2841091340%
Star City, Idaho	0.0001322772%
Teton County, Idaho	0.4258195211%
Twin Falls City, Idaho	1.8245765222%
Twin Falls County, Idaho	3.3104301873%
Valley County, Idaho	0.8074710814%
Washington County, Idaho	0.4917358652%

EXHIBIT C
ALLOCATION OF HEALTH DISTRICT SHARE

Health District	Percentage of Health District Share
District 1 (Panhandle)	14.50%
District 2 (North Central)	6.87%
District 3 (Southwest)	13.38%
District 4 (Central)	31.95%
District 5 (South Central)	10.11%
District 6 (Southeastern)	11.31%
District 7 (Eastern)	11.88%

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARING
MEETING DATE: January 3, 2023**

DATE: December 28, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Laura Jones, Associate Planner
ljones@postfalls.gov / 208-457-3336
SUBJECT: ADAMS ANNEXATION FILE NO. ANNX-22-12

ITEM AND RECOMMENDED ACTION:

Glenn Adams has requested approval on behalf of the property owner, George and Marilyn Adams Living Trust, to annex approximately 4.75-acres into the City of Post Falls with the zoning request of Single-Family Residential (R-1). (See P&Z staff report and zoning recommendation, Exhibit S-5, and S-7).

DISCUSSION:

The City Council must conduct a public hearing and review the proposed annexation proposal based on the recommendation for the Single-Family Residential (R-1) zoning district by the Planning and Zoning Commission at their October 11, 2022, meeting. Their recommendation of zoning was determined to meet the following zone change criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. The approval criteria for establishing zoning are:

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

In review for establishing zoning, a Comprehensive Plan analysis was completed within the P&Z Staff Report (Exhibit S-5) and may be utilized in determining whether the property should be annexed. Generally, the City Council can determine whether an annexation request is appropriate based on their best judgement. Ideally, the Council would base that decision on planning principles such as whether

the annexation is a logical extension of the city, whether it reduces a county pocket, consistent with policies in the Comp Plan and whether extension of public infrastructure is feasible etc.

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

APPROVED OR DIRECTION GIVEN: The Planning and Zoning Commission made a recommendation for the proposed Single-Family Residential (R-1) zoning district at their October 11, 2022, meeting as part of the annexation request.

MOTION OPTIONS FOR ESTABLISHING ZONING: City Council may approve the proposed annexation and items for inclusion in an annexation agreement, may approve with modifications, or deny the annexation request. Should the City Council need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a date certain. If the City Council has heard sufficient testimony but need additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-5	Planning and Zoning Commission Staff Report
Exhibit A-1	Annexation Application
Exhibit A-2	Narrative
Exhibit A-3	Legal
Exhibit A-4	Map
Exhibit A-6	Auth Letter
Exhibit A-7	Title Report
Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use map
Exhibit S-4	Draft Annexation Development Agreement
Exhibit PA-1	YPL Comments
Exhibit PA-2	KCFR Comments
Exhibit PA-3	PFPD Comments
Exhibit PA-4	PFHD Comments
Exhibit PA-5	DEQ Comments
Exhibit PA-6	PFSD Comments
Exhibit PC-1	Wrightman Comments
Exhibit PC-2	G Wrightman Comments
Exhibit S-6	Signed Minutes 10-11-2022
Exhibit S-7	Signed Zoning Recommendation
Exhibit S-8	Signed Annexation Development Agreement
Exhibit PA-7	YPL Comments
Exhibit PA-8	PFHD Comments
Exhibit PA-9	DEQ Comments

**CITY OF POST FALLS
STAFF REPORT**

DATE: October 7, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: LAURA JONES, ASSOCIATE PLANNER • ljones@postfalls.gov • 208-457-3336

SUBJECT: STAFF REPORT FOR THE OCTOBER 11, 2022, P&Z COMMISSION MEETING
ADAMS ANNEXATION ANNX-22-12

INTRODUCTION:

The Planning and Zoning Commission reviews the zoning requested at the time an annexation is sought to determine if it is consistent with the adopted review criteria. The Commission provides a recommendation on zoning for the City Council's consideration if the Council determines that the property should be annexed. **The Planning and Zoning Commission does not make a decision or a recommendation on annexation.**

Glenn Adams is requesting, on behalf of the George and Marilyn Adams Living Trust, the property owners, approval to annex approximately 4.75-acres into the City of Post Falls with a zoning request of Single-Family Residential (R-1) zoning (Exhibit S-1). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

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

PROJECT INFORMATION:

Project Name / File Number: Adams Annexation, File No. ANNX-22-12

Owner(s): George and Marilyn Adams, 1022 E 16th Ave., Post Falls, ID 83854

Applicant: Glenn Adams, P.O. Box 993, Athol, ID 83801

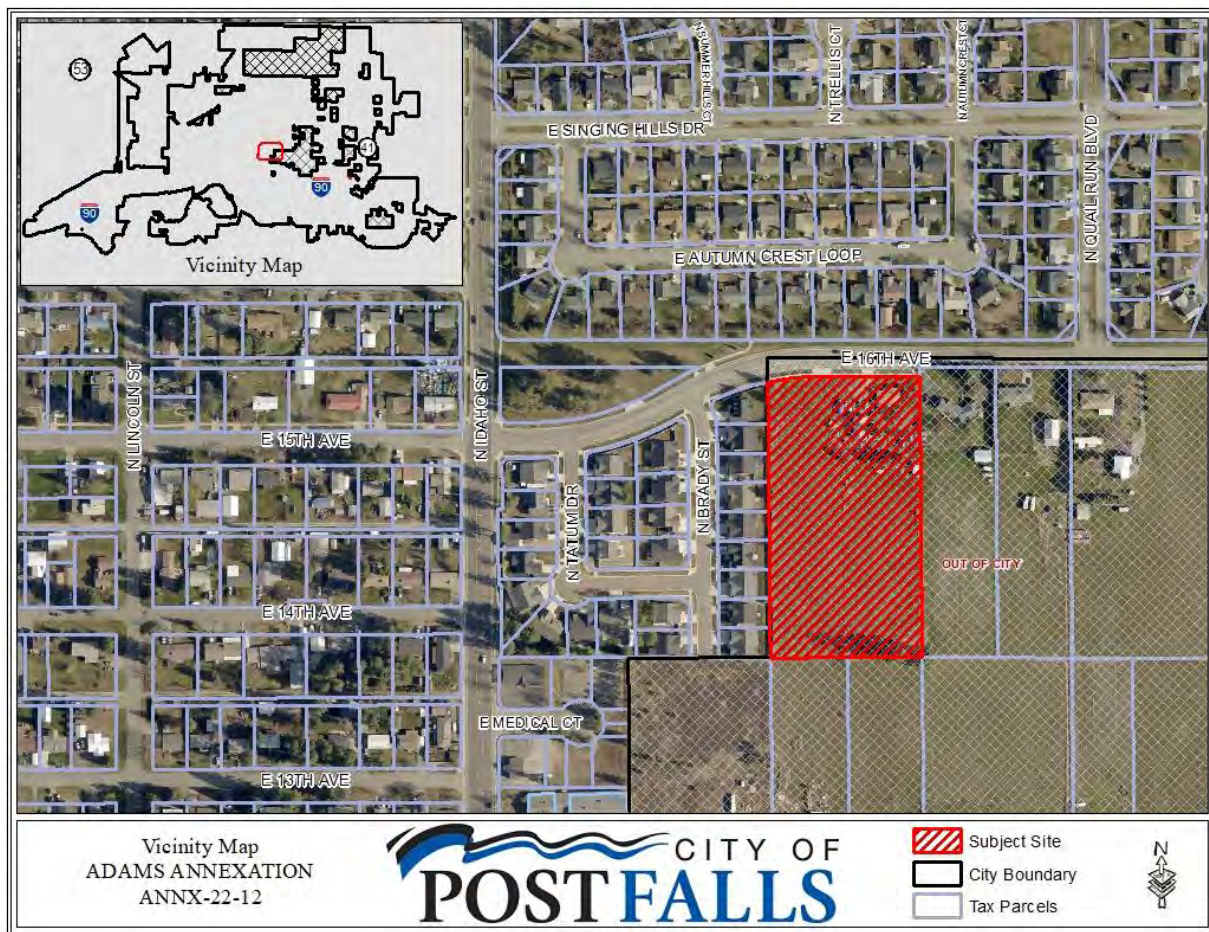
Project Description: Annex into the City of Post Falls with a zoning request of Single-Family Residential (R-1) zoning.

Project Location: The property is generally located south of E. 16th Avenue and east of N. Idaho Street.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Adjacent to the subject property on the west and north are Single-Family (R-1) homes within the City of Post Falls. To the east and the south are large lot single-family homes within the Kootenai County central island that is surrounded by the city limits.

Area Context Vicinity Map:



EVALUATION OF ZONING APPROVAL CRITERIA:

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

ZONE CHANGE REVIEW CRITERIA**A. Amendments to the zoning map should be in accordance with the Future Land Use Map.**

The Future Land Use Map classifies this property with the land use designation of **Low Density Residential**.

Principal Uses & Character: This category encompasses all types of single-family residential uses up to eight dwelling units per acre and also supports land uses such as parks, schools, and public facilities. Densities may vary as appropriate to location, street and infrastructure capacities, planned development patterns and compatibility with existing development.

Additional Uses: Use patterns blending commercial and residential may be considered in areas as they develop, provided they are consistent with the Focus Area descriptor, feature higher traffic volumes, and/ or are located and designed to function as a pedestrian-friendly focal point of the surrounding neighborhood. Such patterns should feature an interconnected street system allowing easy, all-modes access to adjoining neighborhoods.

Implementing Zoning Districts: R-1-S, **R-1**, R-2, RM, SC3, Per Focus Area

B. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan. Goals and Policies (listed by policy number) that are relevant to this annexation request are shown below, followed by staff comments

The following goals may assist with this zone change request:

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

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

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

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

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

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

The following policies may assist with this zone change request:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Staff Comment: With the site having already been developed with a single-family home, this could be considered maintaining community levels of service.

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

Staff Comment: Annexing Kootenai County “islands” into the City could help the fiscal health of the community through its tax base by incorporating more of the “islands” into the City.

- Maintain and enhance resident quality of life;

Staff Comment: Resident quality of life could be enhanced by removing the existing septic system and connecting to City sewer services, thus reducing impacts to the Spokane River and the Aquifer.

- Promote compatible, well-designed development;

Staff Comment: Subject property is already developed into a single-family home that is compatible with the surrounding land uses, which also consist of single-family homes.

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

Staff Comment: Transportation impacts, Sewer capacity and water capacity are reviewed within pre-application meetings with City staff. Any anticipated inadequacies would be identified and addressed or have a plan on how to be addressed to follow the relevant master planning at the time of public hearing.

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

- Future land use mapping;

Staff Comment: Exhibit S-3: The Future Land Use Map depicts the land use designation for this area as Low Density Residential. This category encompasses all types of single-family residential uses up to eight dwelling units per acre and is in line with the proposed R-1 zoning designation.

Focus Area: Central Island

A particular challenge for Post Falls has been the incorporation of "county islands" into City Limits, particularly in this portion of town. A mix of agricultural uses and large-lot single-family uses has remained in place for decades, resistant to surrounding development pressures. As it transforms over time, challenges will include struggles to match and blend street network design and connections, ensure land use compatibility, and orchestrating improvements to utility systems. Successful development of this area and incorporation into City Limits will likely rely on incentives rewarding developers with higher density or modified design standards in exchange for forward-thinking integration of the land into its surrounding context. This area could benefit from a sub-area transition plan to ease the incorporation of these "county islands" into City Limits.

The following items affirm or guide development of key policies for this area, or suggest future action items for the Infill context area:

- *Seek means to generate a transition plan for this subarea;*
- *Promote infill development in this context area;*
- *Prioritize annexation opportunities;*

- *Support development patterns that are interconnected, and that provide pedestrian connectivity to all multi-use paths and trails;*
 - *Focus growth of higher-density residential uses near higher-classified roadways;*
 - *Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.*
- Compatibility with surrounding land uses;

Staff Comment: The proposed development pattern for this proposal would be compatible with the surrounding uses as they are all primarily residential in nature.

- Infrastructure and service plans;

Staff Comment: Sanitary sewer is located in 16th Avenue, along the properties frontage and has the capacity in the main and at the downstream lift station to support connection of and service to the subject property. Service at this time is limited to the northern quarter of the property, due to elevation limitations. The southern portions of the property will require extension of sewer main to the site from Medical Court or 12th Avenue in the future. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

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

Water is serviced by the City of Post Falls. The City has an existing 6" main located within 16th Avenue.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to 16th Avenue, a Major Collector Roadway. No dedications of rights-of-way or easements would be required with the annexation. Rights-of-way conforming to the City's standards were acquired with the previous widening project of 16th Avenue. A 10-foot sidewalk, drainage and utility easement would be required along the property's boundary.

Annexation of the property and future development in conformance with the requested zoning is accounted for within the base transportation modeling. Any impacts would be addressed thru the collection of impact fees at the time of site development. The nearest impact fee project location is for the signalization of the 16th Ave. / Idaho St. intersection (Project # S-78 Idaho and 15th/16th).

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

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

Policy 3: Encourage development patterns that provide suitably scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for

those who cannot or choose not to drive.

Staff Comment: The subject property is located within a quarter mile of N. Idaho Street which offers a range of daily needs services including groceries, medical, and retail.

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

- Surrounded by incorporated areas;

Staff Comment: The subject property is adjacent to incorporated areas on both the west and north sides.

- That have readily available service infrastructure and capacity;

Staff Comment: Service infrastructure of sanitary sewer and domestic water is available within 16th Ave and there is capacity. There are limitations on the amount of the property that can be serviced with sanitary sewer, due to elevation, requiring future sewer extension to the site for the southern portions.

- That support increased development intensity near the urban core.

Staff Comment: This property is located within half a mile of Mullan Avenue which is a high intensity urban activity area and within the urban core.

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

Staff Comment: The Idaho State statutes and applicable City ordinances are being followed throughout the annexation process.

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

Staff Comment: This subject property is a large lot developed with a single-family residence located on the northeast corner. The proposed single-family residential (R-1) zoning designation would allow for future subdivision and additional single-family homes within the urban core thereby providing for future housing needs of the area.

Policy 17: Encourage the preservation and rehabilitation of older housing stock throughout the community.

Staff Comment: An older home exists on the subject site that is intended to remain helping to preserve the older housing stock in this area.

Policy 44: Annexation should leverage existing capital facilities, with minimal need for expansion or duplication of facilities.

Staff Comment: Frontage improvements, sewer, and water already exist within E. 16th Avenue thereby reducing the need for expansion.

Policy 45: Guide annexation decisions guided by and considering:

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

Staff Comment: The master water, sewer, and transportation plans have been reviewed with this annexation staff report. The parks department provides staff comment within this staff report. Schools and emergency services are noticed of this annexation and are given a chance to comment.

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

Staff Comment: Additional rights-of-way along E. 16th Avenue have previously been dedicated to the City. A 10-foot sidewalk, drainage and utility easement shall be dedicated to the City along the properties northern boundary.

- Studies that evaluate environmental and public service factors;

Staff Comment: There have been no known studies relating to environmental factors.

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

Staff Comment: Frontage improvements, sewer, and water already exist within E. 16th Avenue thereby reducing the need for expansion.

- Comprehensive plan goals and policies.

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

Policy 47: On an ongoing basis, work to obtain water rights whenever possible through annexation, acquisition from landowners, or through application.

Staff Comment: At time of annexation the property owner relinquishes any water rights associated with the property to the City.

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

Streets/Traffic:

Staff Comment: The property is adjacent to 16th Avenue, a Major Collector Roadway. No dedications of rights-of-way or easements would be required with the annexation. Rights-of-way conforming to the City's standards were acquired with the previous widening project of 16th Avenue. A 10-foot sidewalk, drainage and utility easement would be required along the property's boundary.

Annexation of the property and future development in conformance with the requested zoning is

accounted for within the base transportation modeling. Any impacts would be addressed thru the collection of impact fees at the time of site development. The nearest impact fee project location is for the signalization of the 16th Ave. / Idaho St. intersection (Project # S-78 Idaho and 15th/16th).

Water and Sanitary Sewer:

Staff Comment: Sanitary sewer is located in 16th Avenue, along the properties frontage and has the capacity in the main and at the downstream lift station to support connection of and service to the subject property. Service at this time is limited to the northern quarter of the property, due to elevation limitations. The southern portions of the property will require extension of sewer main to the site from Medical Court or 12th Avenue in the future. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

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

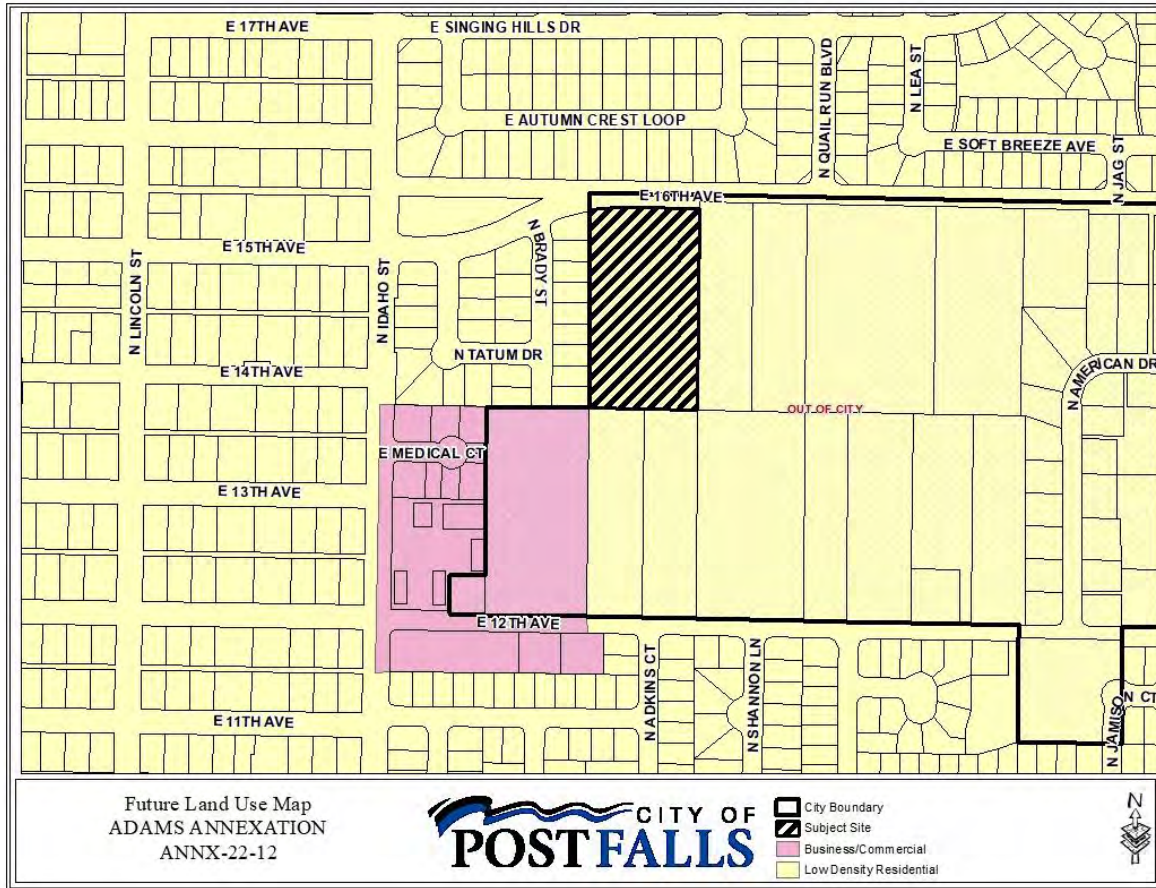
Water is serviced by the City of Post Falls. The City has an existing 6" main located within 16th Avenue.

Compatibility with Existing Development and Future Uses:

Staff Comment: The proposed residential use is compatible with other existing residential uses in the area. Future land use description can be found above within Policy 2 of review criteria B.

Future Land Use Designation:

Staff Comment: The Future Land Use Designation is Low Density Residential (See image below).



Community Plans:

Staff Comment: None

Geographic/Natural Features:

Staff Comment: The property is located over the Rathdrum Prairie Aquifer. The site is already developed and as the applicant’s narrative states, they are annexing for the purpose of connecting to City sewer, which protects the Rathdrum Prairie Aquifer from septic leaks and contamination.

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

Staff Comment: Not Applicable to this annexation request.

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

Staff Comment: The proposed zoning request is located approximately half a mile north of Mullan Avenue and is surrounded by other single-family homes and subdivisions. This area is considered

outside of an intense urban activity node or corridor but within the urban core and in proximity to daily needs services.

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

Staff Comment: Not applicable to this annexation request.

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

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

- **Yellowstone Pipeline (YPL) (Exhibit PA-1)** – No comments
- **Kootenai County Fire & Rescue (Exhibit PA-2)** – Reserves comments for the permitting process.
- **Post Falls Police Department (Exhibit PA-3)** – Remains Neutral
- **Post Falls Highway District (Exhibit PA-4)** – No Comments
- **Idaho Department of Environmental Quality (Exhibit PA-5)** – No comments
- **Post Falls School District (Exhibit PA-6)** – Remains Neutral

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

1. Owner shall connect the existing structure to the City's sanitary sewer system upon annexation.
2. Owner shall grant to the City of Post Falls any existing water rights, upon future connection to the City Water System
3. Owner shall grant to the City of Post Falls and 10-foot Sidewalk, drainage and utility easement along the northern boundary line of the property.

MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to City Council along with an evaluation of how the proposed development does/does not meet the required evaluation criteria for the requested annexation. Accompanying the annexation is the proposed Subdivision, which the Planning and Zoning Commission shall approve as presented, make an approval with conditions or modifications, or disapprove the proposed Subdivision. Should the Commission need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a date certain. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-3	Legal
Exhibit A-4	Map
Exhibit A-6	Auth Letter
Exhibit A-7	Title Report

Staff Exhibits:

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map
Exhibit S-4	Draft Annexation Development Agreement




Testimony:

Exhibit PA-1	YPL Comments
Exhibit PA-2	KCFR Comments
Exhibit PA-3	PFPD Comments
Exhibit PA-4	PFHD Comments
Exhibit PA-5	DEQ Comments
Exhibit PA-6	PFSD Comments
Exhibit PC-1	Wrightman Comments
Exhibit PC-2	G Wrightman Comments


Annexation · 309 – ADAMS

 **Expiration Date**
Active



ANNX-22-12

-  **Details**
Submitted on Aug 3, 2022 at 12:17 pm
-  **Attachments**
9 files
-  **Activity Feed**
Latest activity on Aug 25, 2022

 **Applicant**  0
Glenn Adams

 **Location**
Point Location: 47.7228, -116.9340

Timeline **Add New** ▾

- Fee Payment**
Paid Aug 5, 2022 at 9:18 am
- GIS Review**
Completed Aug 15, 2022 at 11:54 am  ()
- Completeness Review**
Completed Aug 19, 2022 at 10:45 am Aug 18 ()
- Draft Development Annexation Agreement**
Completed Aug 19, 2022 at 11:54 am
- Schedule P&Z**
Completed Aug 19, 2022 at 11:55 am 
- Polygon Creation**
Completed Aug 22, 2022 at 9:31 am Aug 25 ()
- Maps Created**
Aug 26 ()

Completed Aug 25, 2022 at 9:11 am

Staff Report

Completed Aug 25, 2022 at 12:48 pm

Aug 26

Planning Development Review

Completed Sep 13, 2022 at 8:42 am

Aug 31

Engineering Additions

Completed Sep 13, 2022 at 8:42 am

Sep 09

Parks Additions

Completed Sep 13, 2022 at 8:42 am

Sep 09

Wastewater Additions

Completed Sep 13, 2022 at 8:42 am

Sep 19

Planning Review (Staff Report)

Completed Sep 13, 2022 at 8:43 am

Notices for P&Z

Completed Sep 13, 2022 at 8:43 am

Legal Review of Annexation Agreement

In Progress



Planning Review of Agreement

Review



Planning Review of Agreement

Review



Applicant Review of Annexation Agreement

Review



Site Posting

Review



Zoning Recommendation

Review



Schedule Council

Review



Council Memo

Review



Notices for Council

Review



Site Posting



Review



Reasoned Decision

Review



Consent Agenda

Review



ROW, Easement, Legal & Exhibits

Review



Ordinance Legal & Exhibits

Review



Review of Legals & Exhibits

Review



Applicant Signatures

Review



Consent Agenda

Review



Recorded Copies to Applicant

Review



🔒 Mailing Fees

Number of Mailings

56

Designated Project Name

Application Information

Did an Annexation Pre-app take place? *

Yes

Applicant Type *

Other

Description of Project/Reason for Request *

Annex and subdivide four lots

Existing Zoning *

Suburban Agricultural

Adjacent Zoning *

R1/sub ag

Current Land Use *

Sub Ag/parents residence

Adjacent Land Use *

R1/sub ag

Owner Information

Name *

George Adams

Company

Phone *

2087734766

Email *

gandmadams@frontier.com

Address *

1022 E 16th Ave

City, State, Zip Code

Post Falls, ID, 83854

Application Certification

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



I (We) the undersigned do hereby make application for the land use action contemplated herein on the property described in this application and do certify that the information contained in the application and any attachments or exhibits herewith are accurate to the best of my (our) knowledge. I (We) further acknowledge that any misrepresentation of the information contained in this application may be grounds for rejection of the application or revocation of a decision rendered. I (We) understand that the Administrator may decline this application if required information is deficient and/or the application fee has not been submitted. I (We) acknowledge that City staff may, in the performance of their functions, take photographs and/or videos of the property under consideration as deemed necessary, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application. I (We) hereby certify that I am (we are) the owner or contract buyer of the property upon which the land use action is to be located, or that I (we) have been vested with the authority to act as agent for the owner or contact buyer. *



Glenn F Adams

Mar 16, 2022

George Adams & Marilyn Adams

1022 East 16th Ave South, Post Falls

Completeness Letter

Summary

George and Marilyn are requesting to have their 4.7 acre parcel located at 1022 East 16th Ave South annexed into Post Falls city limits with the goal of connecting to the Post Falls city sewer infrastructure shortly thereafter.

History

The subject house was built on the original 5 acre lot in 1968 by George and Marilyn.

The property is already connected to Post Fall city water.

A .3 acre portion of the Northern section of the 5 acre parcel was sold to the city several years ago to change the 16th Ave South connection point to Idaho Street. Curbing and sidewalks were added along 16th Ave at that time.

Multiple city sewer stub-ups were also installed to the Adams property during the 16th Ave road improvements to support future land development.

The subject property has a water well that is used for irrigation purposes that is jointly owned by the Adams, Folsom and the Kasun's that own the adjoining property to the East. The intent is to continue to utilize the well to irrigate the property.

Request for Annexation

George and Marilyn are requesting that their subject property be annexed into Post Falls city limits.

The main reason for the request for annexation is to obtain city sanitation services. The original septic system is starting to show signs of failure so instead of repairing or installing a new septic system the Adams would like to connect to the Post Fall city sanitation system.

Zoning

R1 zoning request.

Neighboring properties to the West as well as properties to the North of 16th Ave are zoned R1. Therefore, we are requesting that the Adams property will be zoned R1 after annexation as well.

Meeting Post Falls Goals

G3 – Maintain and improve Post Falls small-town scale, charm and aesthetic beauty.

Improvements to the Adams property meets the goal of maintaining property while annexing the property provide opportunity for further future development for urban growth.

G5 – Keep Post Falls’ neighborhoods safe, vital, and attractive.

Improvements to the Adams property meets the goal of making neighborhoods attractive.

G7 – Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City’s long-term sustainability.

Annexation provides path for future development of targeted ‘Central Island’ area.

G8 - Protect and enhance Post Falls’ scenic and natural areas for present and future generations.

Eliminating the existing failing septic system and connecting to the Post Falls Sanitation Services will help protect the surrounding soils and aquifer system.

Meeting Post Falls Policies

P1- Support land use patterns that: Promote compatible, well designed development.

Annexation of said property promotes future development.

P8 – Encourage compatible infill development and redevelopment of vacant or under-utilized properties within City Limits

Annexation of said property will provide opportunity for future development of under-utilized property in targeted ‘Central Island’ area.

P9 – Encourage annexation of County ‘Island’ within the City, with priority given to areas: that have readily-available service infrastructure and capability.

The Adams property falls within the County ‘Island’ area with readily available service infrastructure around it.

P16 – Encourage maintenance of housing in an attractive, safe and sanitary condition, helping extend the service life of housing and enhancing the general appearance of the city and its neighborhoods.

Connecting the Adams property to city sewer system provides a safer and more sanitary solution to their failing septic system.

P17 – Encourage the preservation and rehabilitation of older housing stock throughout the community.

Improvements to the Adams property meets the goal for preservation and rehabilitation of older houses.

Exhibit "A"
Legal Description

The West half of Tract 39, Track 35, Post Falls Irrigated Tracts, according to the plat recorded in Book C of Plats at pages 78-80, records of Kootenai County, Idaho.

EXCEPT right of way granted to the City of Post Falls recorded December 28, 2012, Instrument No. 2390022000.

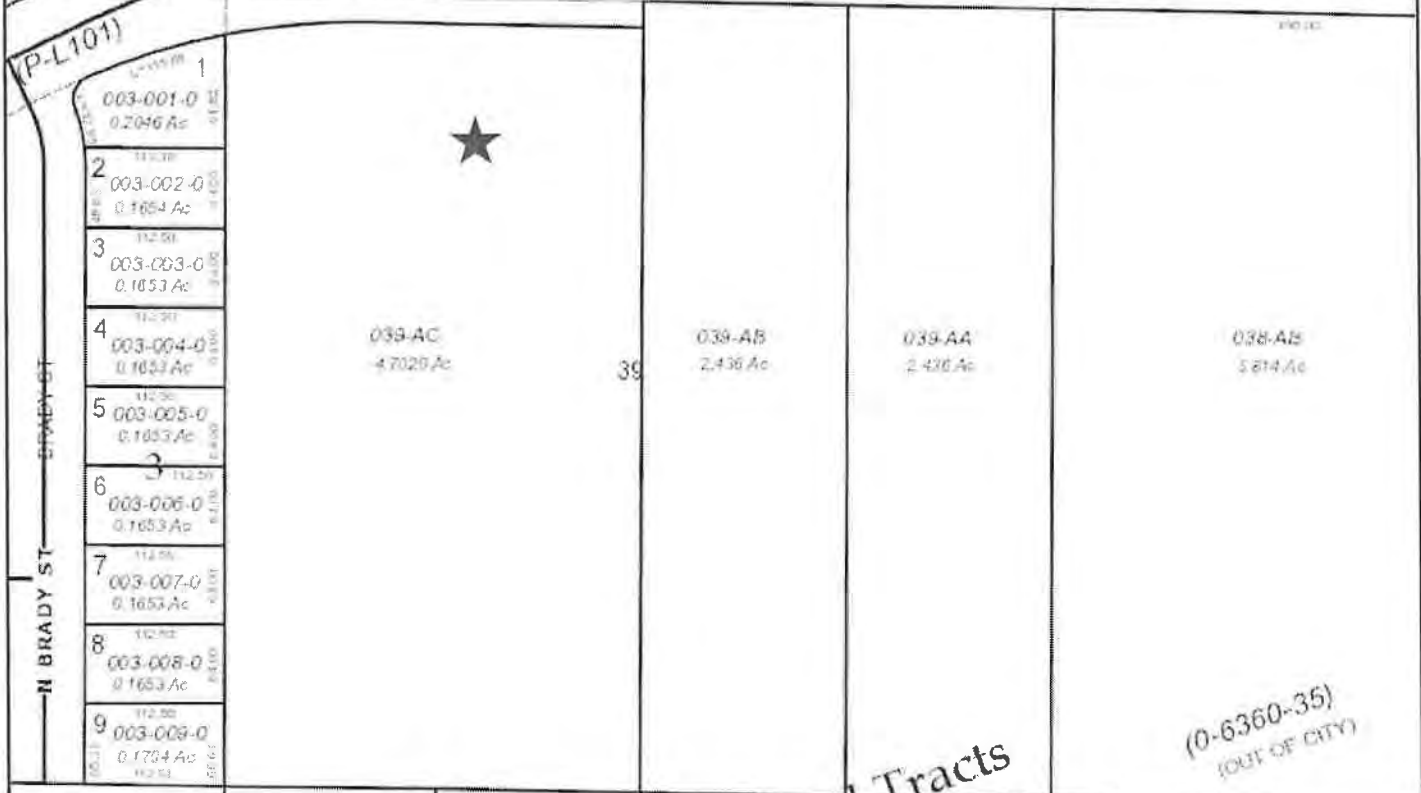
This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company

9 001-009-0 0.215 Ac	10 001-010-0 0.242 Ac	11 001-011-0 0.250 Ac	12 001-012-0 0.253 Ac	13 001-013-0 0.255 Ac	14 001-014-0 0.258 Ac	15 001-015-0 0.260 Ac	16 001-016-0 0.263 Ac	17 001-017-0 0.267 Ac	18 001-018-0 0.265 Ac	007-008-0 0.177 Ac	007-007-0 0.200 Ac	008-003-0 0.149 Ac	002-012-0 0.269 Ac
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E 16TH AVE

16th AVE




















ParcelID: 0636035039AC
Tax Account #: 147467
1022 E 16th Ave, Post Falls ID 83854

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

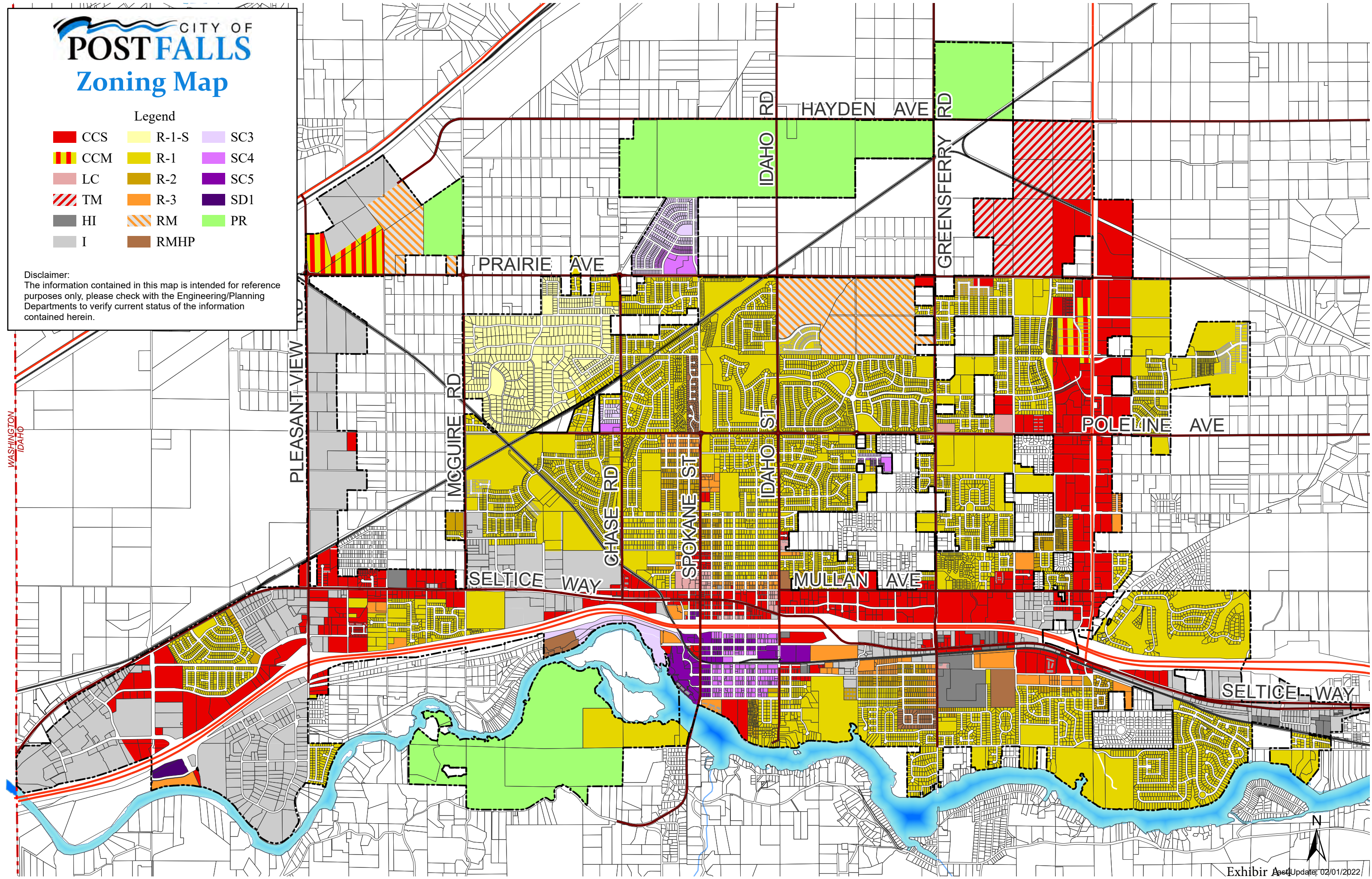
CITY OF POST FALLS

Zoning Map

Legend

 CCS	 R-1-S	 SC3
 CCM	 R-1	 SC4
 LC	 R-2	 SC5
 TM	 R-3	 SD1
 HI	 RM	 PR
 I	 RMHP	

Disclaimer:
The information contained in this map is intended for reference purposes only, please check with the Engineering/Planning Departments to verify current status of the information contained herein.



July 3, 2022

I, George Adams, give my son Glenn Adams authority to annex and do a minor subdivision of my property located at 1022 E 16th Ave. Post Falls, ID.

Sincerely,

George Adams 

ALTA Commitment for Title Insurance

Issued by Stewart Title Guaranty Company



NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Stewart Title Guaranty Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:

North Idaho Title Insurance, Inc.
601 E. Front Avenue
Coeur d'Alene, ID 83814
Agent ID: 120044

Authorized Countersignature



Frederick H. Eppinger
President and CEO

Denise Carraux
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II - Exceptions.

North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company

COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": a mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in the Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and the Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions
- (d) Schedule A;
- (e) Schedule B, Part I – Requirements
- (f) Schedule B, Part II – Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I – Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II – Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies.

The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
 2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
 3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
- If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

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COMMITMENT - SCHEDULE A

1. Effective Date: March 22, 2022 at 7:30AM

Policy or Policies to be Issued:	Liability	Premium
2006 ALTA Standard Loan Policy	\$50,000.00	\$468.00
PROPOSED INSURED:		

Loan Star Mortgage

3. The interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

George L. Adams and Marilyn E. Adams, as Trustees of the George and Marilyn Adams Living Trust

5. The land referred to in this Commitment is described as follows:

See Exhibit "A" Attached For Legal Description

Inquiries should be directed to:

North Idaho Title Insurance, Inc.
601 E. Front Avenue
Suite 204
Coeur d'Alene, ID 83814

Escrow Officer: North Idaho Title Only
Title Officer: Shandi Economu
Phone: (208) 765-3333
Fax: (208) 765-1761

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Exhibit "A"
Legal Description

The West half of Tract 39, Track 35, Post Falls Irrigated Tracts, according to the plat recorded in Book C of Plats at pages 78-80, records of Kootenai County, Idaho.

EXCEPT right of way granted to the City of Post Falls recorded December 28, 2012, Instrument No. 2390022000.

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North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company

**SCHEDULE B - Part I
REQUIREMENTS**

The following requirements must be met and completed to the satisfaction of the Company before its Policy of Title Insurance will be issued:

1. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
2. We find no open deeds of trust of record. Escrow please confirm before closing.
3. The terms, provisions and conditions of that certain trust agreement referred to in the vesting herein. We will require that a copy of said trust and any amendments thereto as well as a copy of the Trust Certification be submitted for examination.

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SCHEDULE B - Part II STANDARD EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

- B. STANDARD EXCEPTIONS
 - (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by public record.
 - (2) Any facts, rights, interests, or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
 - (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
 - (4) Discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
 - (5) (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 - (6) Any lien or right to a lien for services, labor, equipment, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - (7) Rights of the state or federal government and/or public in and to any portion of the land for right of way (whether or not such rights are shown by recordings of easements and/or maps in the Public Records by the State of Idaho showing the general location of these rights of way).

PARAGRAPHS 1, 2, 3, 4, 5, 6, and 7 WILL NOT APPEAR AS PRINTED EXCEPTIONS ON EXTENDED COVERAGE POLICIES, EXCEPT AS TO SUCH PARTS THEREOF, WHICH MAY BE TYPED AS A SPECIAL EXCEPTION IN SCHEDULE B - SECTION II.

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**SCHEDULE B - Part II
SPECIAL EXCEPTIONS**

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the year 2021:

1st Installment: \$1,119.30 Paid
2nd Installment: \$1,119.30 Open
Exemption(s): Homeowner's Exemption of \$125,000
Parcel No.: 0-636-035-039-AC
AIN No.: 147467

Note: First Installment is delinquent December 21. Second Installment is delinquent June 21.

2. General taxes for the year 2022, a lien in the process of assessment, not yet due or payable.
3. Assessments for the City of Post Falls, if any, which are excluded from the coverage afforded hereby.
4. Assessments for the Prairie Water Association, if any, which are excluded from the coverage afforded hereby.
5. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
6. An easement over said land for a perpetual right of way and easement over, under, above and across together with the right to install, inspect and maintain all of the facilities necessary to provide communication service, power service and incidental purposes, as granted to Pacific Telephone and Telegraph Company, in deed recorded March 6, 1929, as (book) 93 (page) 410, Official Records.
[Document Link](#)
7. An easement over said land for an electric distribution line with appurtenances including right of inspection and incidental purposes, as granted to The Washington Water Power Company, in deed recorded October 16, 1957, as (book) 170 (page) 319, Official Records.
[Document Link](#)
8. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to Prairie Water Association Inc. in a document recorded May 1, 1979, as (book) 298 (page) 679, Official Records:
Purpose: Take and draw water from the well and to lay and maintain distribution lines, maintain and repair well and pump
[Document Link](#)

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9. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as reserved in a document recorded July 31, 1995, as (instrument) 1407648, Official Records:

Purpose: Right of way for ditches and canals

Document Link

10. An easement upon the terms, conditions and provisions contained therein for the purpose shown below and rights incidental thereto as granted to the City of Post Falls in a document recorded December 28, 2012, as (instrument) 2390021000, Official Records:

Purpose: Sidewalk, drainage and utility

Document Link

11. Record of Survey recorded October 2, 2013, as (book) 27 (page) 490, Official Records.

Document Link

12. Judgment entered on December 17, 2012, in the amount of \$3,855.68, plus interest and costs, Case No. CV-2012-8085, District Court, Kootenai County, Idaho, in favor of Asset Acceptance, LLC, against George Adams, recorded December 18, 2012, as (instrument) 2392081000, Official Records.

Document Link

Renewed Judgment, recorded September 20, 2017, as (instrument) 2686301000 Official Records.

Document Link

The lien of said judgment depends upon the identity of the judgment debtor.

13. The terms, covenants and provisions of the Trust referred to in the vesting and the effect of any failure to comply with such terms.

***** End of Schedule B *****

*** INFORMATIONAL NOTES:

We have made a judgment search against Marilyn E. Adams, Trustee of the George and Marilyn Adams Living Trust, and find none.

The policy to be issued contains an arbitration clause. All arbitrable matters when the amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at ~www.alta.org~.

In the event that this transaction fails to close, a fee with a minimum of \$200.00 will be charged to comply with the state insurance code.

There is no notice of record and therefore no search has been made for any unpaid assessments, charges or fees for sewer, water, garbage, irrigation and other possible utility services.

If the proposed insured under the policy to issue has any questions concerning the Schedule B requirements or exceptions from coverage, the Company will be pleased to provide an explanation. Please contact the title officer named on Schedule A of this commitment.

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Address: 1022 E. 16th Ave., Post Falls, ID 83854

IMPORTANT NOTICE- ACCEPTABLE TYPES OF FUNDS

Any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement.

ALL FUNDS DEPOSITED MUST BE BY WIRE, CASHIERS CHECK, OFFICIAL CHECK OR PERSONAL CHECK. REQUIRED TIME NECESSARY TO CLEAR EACH TYPE OF FUNDS WILL VARY.

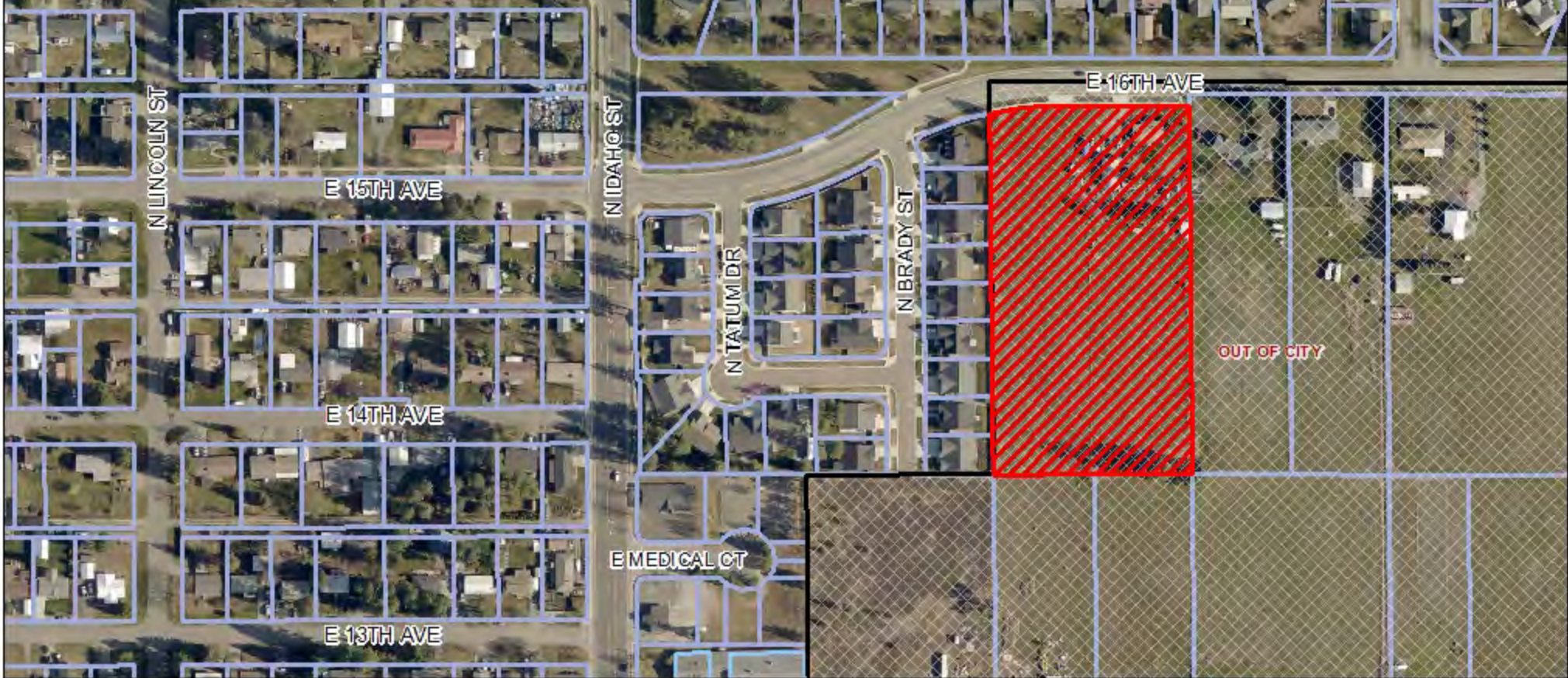
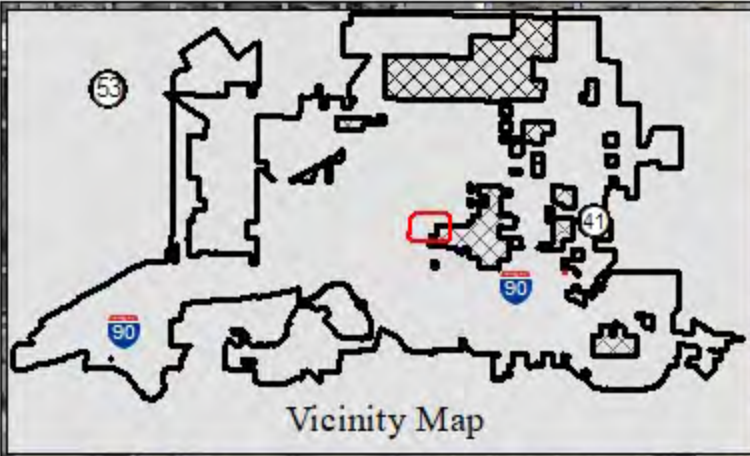
IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS OR ANY FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.




There are no conveyances affecting said land recorded within 24 months of the date of this report.

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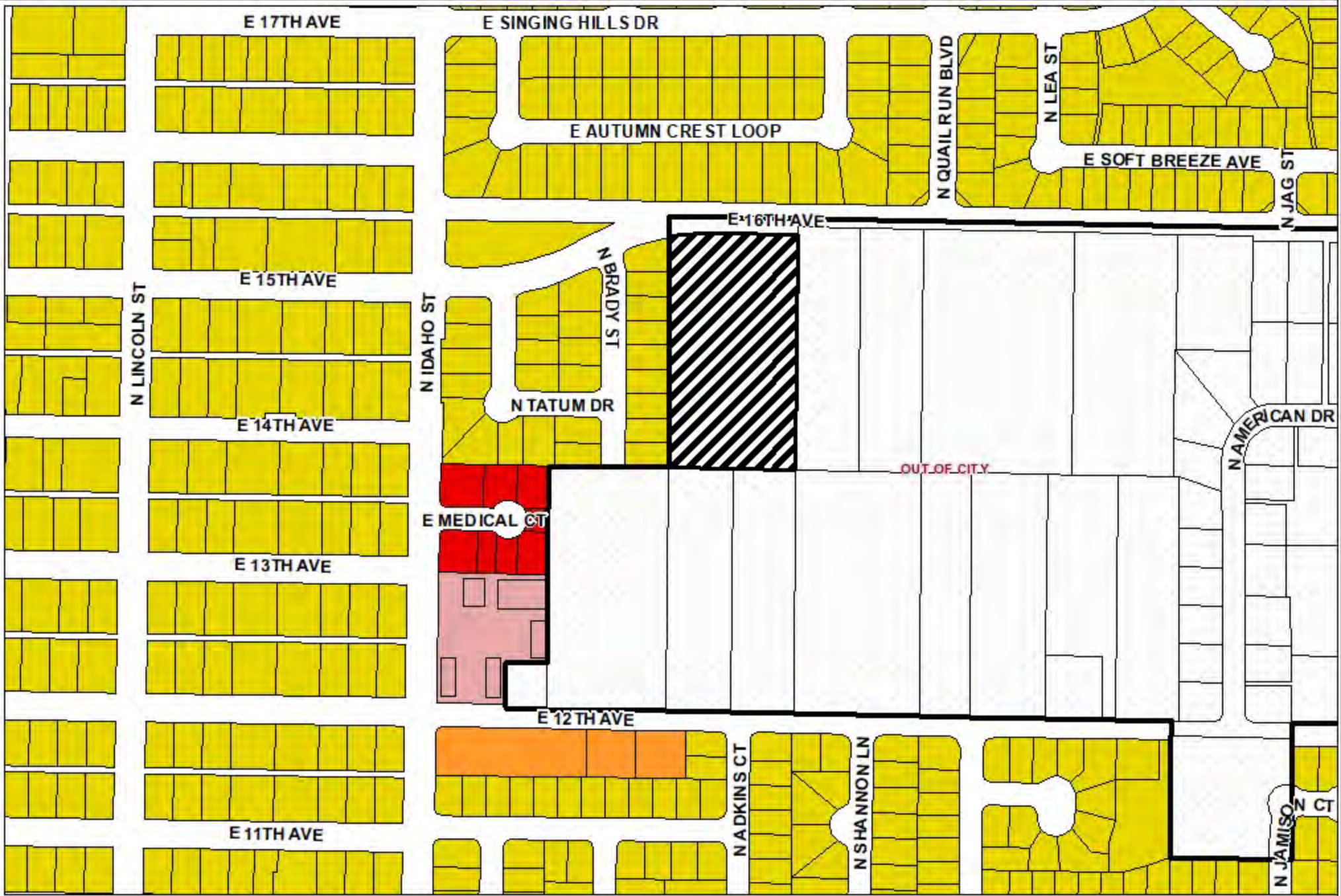


Vicinity Map
 ADAMS ANNEXATION
 ANNX-22-12



-  Subject Site
-  City Boundary
-  Tax Parcels



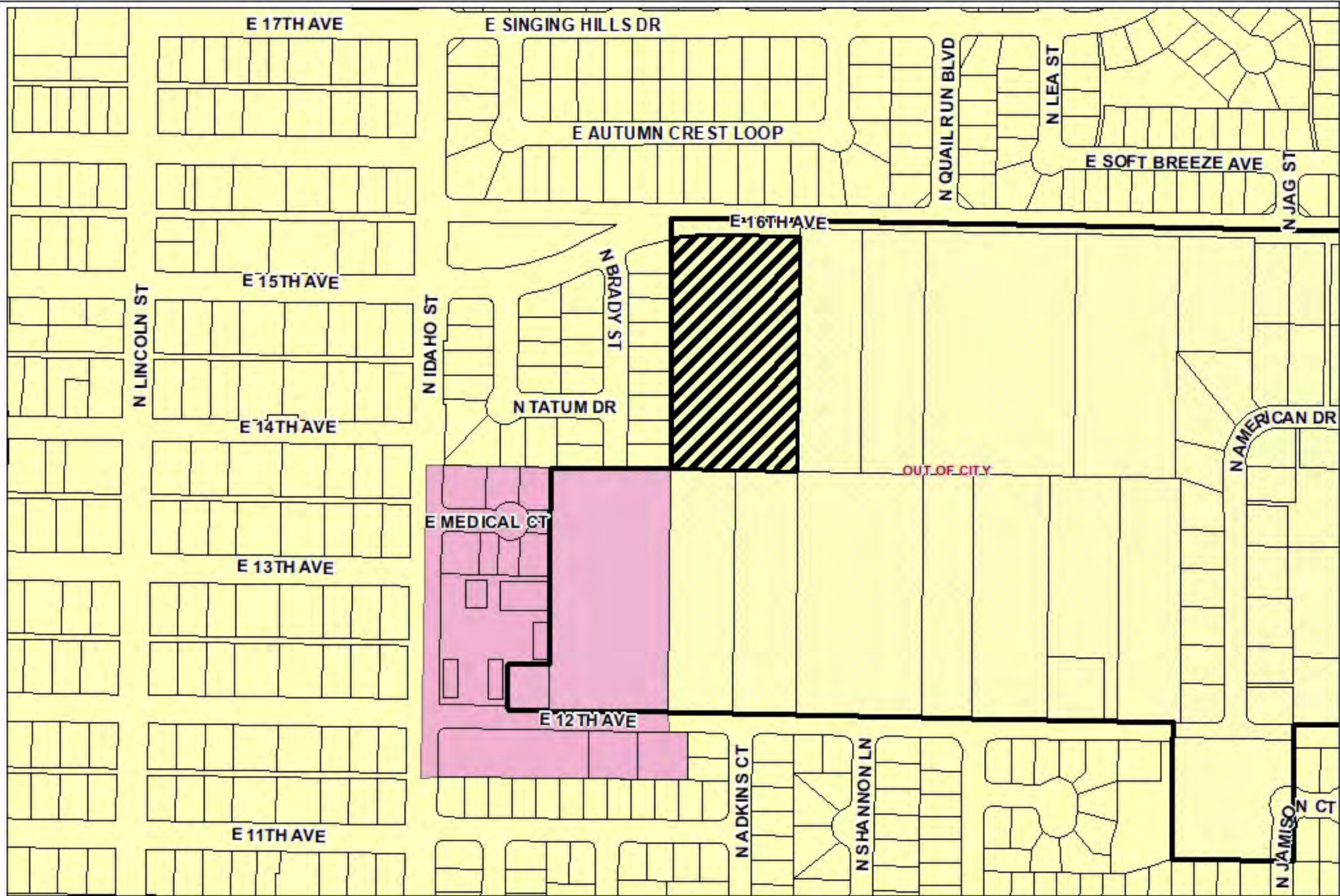


Zoning Map
 ADAMS ANNEXATION
 ANNX-22-12



-  City Boundary
-  Subject Site
-  CCS
-  LC
-  R-1
-  R-3





Future Land Use Map
 ADAMS ANNEXATION
 ANNX-22-12







-  City Boundary
-  Subject Site
-  Business/Commercial
-  Low Density Residential



Exhibit S-3

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Adams Annexation (File No. ANNX-22-12)

THIS AGREEMENT is made this Click or tap to enter a date., by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and George L. Adams and Marilyn E. Adams, with their principal place of residence at 1022 E. 16th Ave. Post Falls, ID 83854.

WHEREAS, George L. Adams and Marilyn E. Adams, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

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

WHEREAS, The Post Falls Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, a subdivision of the Property, which is commonly known as Adams. A copy of the approved Reasoned Decision for the Adams subdivision is attached hereto as Exhibit "B"; and <OPTIONAL-USE IF SUBDIVISION APPROVED IN CONJUNCTION WITH ANNEXATION>

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located at 1022 W. 16th Ave.; east of N. Idaho St. just south of E. 16th Ave. and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).
- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate “as-built” drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate “as-builts” are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.

2.5

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: The Owner is currently connected to the City of Post Falls municipal water system and agrees they will utilize the Post Falls municipal water supply system as the domestic water supply system for all further development of the Property and at such time 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.
 - 3.1.1. Water Rights: Owner agrees to grant to the City all water rights associated with the Property to assure that the City has adequate water rights to supply domestic water to the Property at such time that they desire to connect to the City's Water System.
- 3.2. Wastewater Reclamation: The Owner agrees to connect to and utilize the Post Falls Sanitary Sewer system for all existing and any future 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 Service limitations: The Owner acknowledges that the existing water reclamation services in 16th Ave. are limited in their ability to service the southern portions of the property. The Owner additionally acknowledges that in order to allow for development of said southern portions of the property, water reclamation facilities would need to be extended to the site, in conformance to the water reclamation master plan, from Medical Ct. or 12th Ave. by the Owner.
 - 3.2.2. 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 upon annexation or 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 Services and Mains: The Owner agrees water and services and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.2. ***Public Park***: ***Owner has agreed to donate to the City, via Warranty Deed, approximately ___ acres of land to the City in the location and configuration depicted on the attached Exhibit "C", which by this reference is incorporated herein, for use as a public park. Owner agrees to transfer the park parcel to the City no later than _____.***
- 4.2.1. ***Condition of the Property***: ***Prior to transferring the park parcel, Owner will not alter the park parcel from its current condition in any manner, including but not limited to, removing soil or depositing construction waste or other debris on the parcel without the express written consent of the City.***
- 4.2.2. ***No Impact Fee Credit for Park Property***: ***Owner agrees that it is not entitled to any credit of the City's then currently adopted Impact Fees because of its donation of the park parcel. Rather the park parcel is being donated to address existing system deficiencies < or as a Project Improvement not eligible for an impact fee credit>. 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 donation of park property as provided in Section 4.2. <OPTIONAL – USE IF PARK LAND TO BE DONATED>***

ARTICLE V. DEVELOPMENT OF THE PROPERTY

- 5.3. ***Site Plan***: ***Owner agrees that the development of the Property will generally conform to the conceptual site plan attached to this Agreement as Exhibit "B", which depicts the general disposition of uses and infrastructure on the Property. The parties agree that the location of major public infrastructure such as collector and arterial streets through the Combined Property cannot be relocated in a manner inconsistent with Exhibit "B"***

without written approval of the City Council evidenced by an amendment to this Agreement. The location of private uses may be relocated on the Property to meet market demands provided that the overall development of the site generally complies with Exhibit “B”. In the event of a disagreement about whether a proposed use or development project on the Property complies with Exhibit “B”, the parties agree to meet and confer regarding the disagreement as contemplated by Section 7.12. <OPTIONAL – USE IF THIS IS A ZONING DEVELOPMENT AGREEMENT OR IF THERE ARE DEVELOPMENT RESTRICTIONS IN AN ANNEXATION AGREEMENT.

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

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.

- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development

approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.

- 6.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

[Signature Page Follows]

**CITY OF POST FALLS
Adams**

George L. Adams and Marilyn E.

By: _____
**Ronald G. Jacobson, Mayor
Adams**

By: _____
George L. Adams and Marilyn E.

Attest:

Shannon Howard, City Clerk

By: _____
Marilyn E. Adams

ACKNOWLEDGEMENTS

STATE OF IDAHO)
) : ss
County of Kootenai)

On this _____ day of September, 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 IDAHO)
 :SS
County of Kootenai)

On this ___ day of September, 2022, before me, a Notary for the State of Idaho, personally appeared George L. Adams and Marilyn E. Adams, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that they 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:

Amber Blanchette

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Monday, September 19, 2022 2:18 PM
To: Amber Blanchette
Subject: FW: Adams Annexation File No. ANNX-22-12
Attachments: Exhibit PH-2 Adams Annex NTJ.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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

Good Afternoon Amber,

Based on the location of the project, there is no impact to the YPL ROW and we do not have any questions or comments.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Amber Blanchette <amberb@postfalls.gov>
Sent: Monday, September 19, 2022 3:13 PM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>;
audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill
Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA
GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Polak, Chad M <Chad.M.Polak@p66.com>;
Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman
<criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh
<dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer
(Zipty) <david.sauer@zipty.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina
<kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>;
Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>;
Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>;
Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell
<jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner
<jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter
<jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly
Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley
<jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>;
Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>;
Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>;
Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe
<kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor,
AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn

<marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <crosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Ryan Davis <rlDavis208@gmail.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: [EXTERNAL]RE: Adams Annexation File No. ANNX-22-12

This Message Is From an External Sender

This message came from outside your organization.

My apologies, the location wasn't updated on the Notice to Jurisdiction form, please see the corrected notice. Have a great day!

From: Amber Blanchette

Sent: Monday, September 19, 2022 2:05 PM

To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jen Cresci <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller

<momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephani Peugh <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Ryan Davis <rldavis208@gmail.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: Adams Annexation File No. ANNX-22-12

Good afternoon,

Attached is the notice to jurisdiction for the named annexation for Planning and Zoning on October 11th. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



Fear is an illusion, ready to be overcome...

The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail. Although this email has been scanned for the possible presence of computer viruses prior to dispatch, we cannot be held responsible for any viruses or other material transmitted with, or as part of, this email without our knowledge.

Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

September 19, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

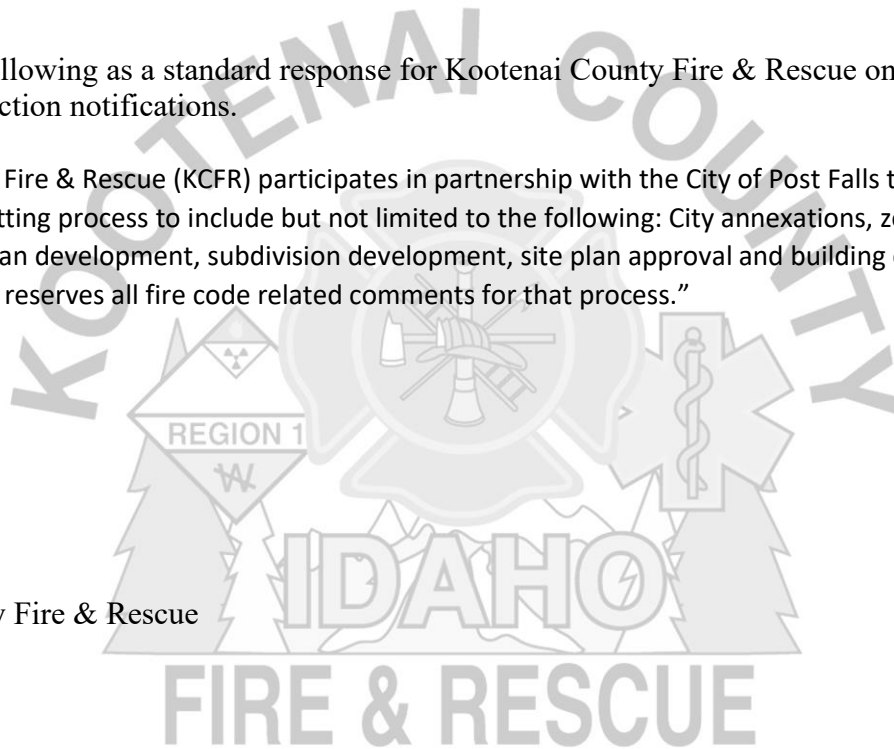
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,

Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief
Fire Marshal





1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

September 19th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Adams Annexation File No. ANNX-22-12

The Police Department has reviewed the above listed annexation and will remain Neutral on this project. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Captain
Post Falls Police Department

Amber Blanchette

From: jonie@postfallshd.com
Sent: Wednesday, September 21, 2022 6:17 AM
To: Amber Blanchette
Subject: RE: Adams Annexation File No. ANNX-22-12

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

The PFHD has no comment for this annexation.

Regards,

Jonie Anderson
Administrative Assistant 1
Post Falls Highway District
p 208.765.3717
f 208.765.0493
contactus@postfallshd.com



From: Amber Blanchette <amberb@postfalls.gov>
Sent: Monday, September 19, 2022 2:13 PM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>;

Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <kronro@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; laurie@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Ryan Davis <rdavis208@gmail.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: RE: Adams Annexation File No. ANNX-22-12

My apologies, the location wasn't updated on the Notice to Jurisdiction form, please see the corrected notice. Have a great day!

From: Amber Blanchette

Sent: Monday, September 19, 2022 2:05 PM

To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemeyer <brittany.stottlemeyer@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eportner@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jen Cresci <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <kronro@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; laurie@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post

Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephani Peugh <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward <gatheredfamilyrestaurant@gmail.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Ryan Davis <rdavis208@gmail.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: Adams Annexation File No. ANNX-22-12

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Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



Fear is an illusion, ready to be overcome...

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Amber Blanchette

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Tuesday, October 4, 2022 2:53 PM
To: Amber Blanchette
Subject: RE: Adams Annexation File No. ANNX-22-12

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

Good Afternoon,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,
Kristie

Kristie May | Admin Assistant II

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Direct: 208.666.4608
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Amber Blanchette <amberb@postfalls.gov>
Sent: Monday, September 19, 2022 2:05 PM
To: Ali Marienau <AMarienau@kmpo.net>; aobermueller@cdapress.com; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; Dan Ryan <dandr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (Ziply) <david.sauer@ziply.com>; Dena Naccarato <dnaccarato@273.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellie Hilbert <ehilbert@cdapress.com>; eketner@phd1.idaho.gov; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson

<kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krono@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallp@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Ryan Davis <rlDavis208@gmail.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: Adams Annexation File No. ANNX-22-12

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Good afternoon,

Attached is the notice to jurisdiction for the named annexation for Planning and Zoning on October 11th. The draft staff report will be on the city’s website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



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POST FALLS SCHOOL DISTRICT #273

DISTRICT OFFICE
P.O. Box 40
Post Falls, ID 83877
PHONE 208-773-1658
FAX 208-773-3218
www.pfsd.com

June 20, 2022

Robert Seale
Community Development Director
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and the capacity of each school for the 2021-2022 school year is listed below. (What these enrollment numbers do not include are the anticipated increase of 50 students per elementary school due to full day kindergarten beginning in the fall of 2022.)

The district will review the current long range facility plan this fall. A copy of the current plan is included with this letter.

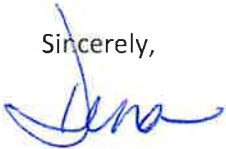
School	2021-2022 Enrollment	Building Capacity
Greensferry Elementary	374	525
Mullan Trail Elementary	340	500
Ponderosa Elementry	420	570
Prairie View Elementary	440	525
Seltice Elementary	440	560

Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.

Treaty Rock Elementary	415	525
West Ridge Elementary	430	525
Post Falls Middle School	870	920
River City Middle School	630	750
Post Falls High School	1560	1800
New Vision High School	160	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato
Superintendent

Cc: Post Falls School District Board of Trustees
Shelly Enderud, City Administrator

To the planning and zoning commission, City of Post Falls, ID.

Re: Adams Annexation (File # ANNX-22-12)

As a taxpayer, life- long N Idaho resident, and Post Falls resident for the past 37 years. I am extremely disgusted and disappointed in all of you. Are any of you actual long term Idaho residents? Are any of you Post Falls residents? I doubt it, because of you were, you would put a moratorium on building anywhere within the city limits and quit annexing more acreage. Our beautiful town is turning into a cesspool. The decision makers on all levels at the City of Post Falls are responsible for it. True, you cannot prevent people from moving here, but you could stop the building of more places for them to move to. Say no to the builders!

Traffic is a nightmare! It is almost impossible to turn left at the intersection of 16th St and Idaho Rd. Idaho Road is like a NASCAR track from Seltice to Poleline. And Greensferry is just as bad as you continue to allow MORE homes to be built. Do any of you bother to drive on 16th St, Greensferry or Idaho Rd? It is a hazardous mess.

So you continue to allow more homes and apartments to be built? Where will the water come from all the new homes? The City constantly warns us about water conservation and water shortage, but you irresponsibly keep allowing building.

Where will all the children go to school? The schools are extremely overcrowded already, but you irresponsibly keep allowing building and pushing for growth.

What about police and fire protection? Already stretched to the limits! Do you not realize that more people means more crime?

What about infrastructure maintenance? In the 4 years I have lived on Brady Street, our housing development has been plowed a total 12 times, and most of them were after someone called the city.

What about mail delivery? For about 6 months, we received USPS regular mail only 1-2 times a week. Not enough carriers to support the irresponsible growth. It's gotten a bit better—3-4 times a week now. Don't blame the USPS for this. This is a bi-product of your irresponsible decision making regarding uncontrolled "development."

What about the lack of doctors, dentists, optometrists, dermatologists, etc. It takes MONTHS to get scheduled with any of the above. And if you get referred to another doctor, it's another 3 months.

Thank you for taking the time to read this. Please take your role of "planners and zoners" seriously. The established citizens of this city are tired of watching our once beautiful town turn into a city cesspool.

Joyce Wrightman

*Joyce A. Wrightman
September 25, 2022*

Gary R. Wrightman

Post Falls Homeowner

1496 N. Brady St.
Post Falls, ID
208 867-0907
hagarusa1@msn.com

RE: Adams Annexation (File No. ANNEX-22-12)

To Whom It May Concern,

As a homeowner living on North Brady Street I feel it is imperative that the Post Falls Planning and Zoning Commission take steps to not approve the annexation of the above said property. My reasons for this approach are stated below.

First, the increasing traffic problems that are caused by the continued adding of subdivisions in the surrounding area north and east of Idaho Street and 16th Street. As it is 16th Street alone has become a nightmare for increased traffic, speeding, and traffic jams at the intersection of Idaho Street and 16th Street. Post Falls does not have the infrastructure to be able to handle all the traffic and headaches caused by such. Poor planning and scheduling also plays a role in the streets being continually tore up to add utilities and such. Snow removal is another maintenance problem as it takes an act of congress to get the city to plow Brady Street in the winter and then only after repeated phone calls.

Second, I feel that the environmental concerns are not properly addressed by what your so-called city inspectors are doing in the new developments in the local area. Recently, I have personally watched two areas specifically and the dust and noise created by the construction is way out of bounds. Dirt, rock and other debris is continually covering the roadways during the construction adjacent to these newly annexed areas. Either the contractors are shoddy, or the inspectors are turning a blind eye to the problems mentioned here.

Third, the mayor is continually saying that the increased population is necessary to cover all the newly created jobs in the local area. If that is true, where are all these jobs and why are so many people out of work or choose not to work and live off the government. If one does not want to work, then we don't need all these extra subdivisions and all the houses. Seems plain and simple.

Lastly, what about the police and fire departments? More streets, more houses and or apartment complexes mean a leaner safety factor for the populations already

here. This lack of police allows for increased speeding on the streets, more crime and drugs in the neighborhoods. The same problems go along for the Fire Department. Houses jammed together in the existing subdivisions create more of a chance for a massive fire which could cost lives. Huge apartment complexes are spring up all over town and creating overcrowding and another existing chance for a large fire or fires.

City Hall as a taxpayer funded entity is not in tune with the situation. And if they are they are turning a blind eye to the increasing problems facing the city. Or is money somehow a factor in how the Planning and Zoning Commission votes on these annexations? Where is the over-sight in all of this? Before the planning and zoning commissions vote on any new annexation(s) it should be a requirement that police and fire be increased as per the population. Not more people and less safety.

Don't let the contractor's big money sway your thinking. Do the right thing and stop the continued growth before it gets to the point of no return. Listen to the people and not the Dollar. Lets not keep Californiacating the area. Say **NO** to the **Adams Annexation (File No. ANNX-22-12)**.

Sincerely,

Gary R. Wrightman

A handwritten signature in black ink that reads "Gary R. Wrightman". The signature is written in a cursive style with a large, sweeping flourish at the end.

4. PUBLIC HEARINGS

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

ACTION ITEMS:

- A. **Zoning Recommendation** for the Adams Annexation File No. ANN-22-12 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council on a request for a zoning designation of Single-Family Residential (R1) on approximately 4.75-acres. Requested action is to provide a recommendation to City Council for the zoning designation of Single-Family Residential (R1) on approximately 4.75-acres as part of an annexation request into the City of Post Falls. In Idaho “Growth” and “Land Use” is governed by the Local Land Use Planning Act (LLUPA) was adopted in 1975. The city adopts regulations in accordance with LLUPA. The purpose is to protect property rights, making accommodations for other types such as low-cost housing and mobile home parks. To encourage urban and urban-type development within incorporated cities and to avoid undue (unjustified) concentration of population and overcrowding of land. The general location is south of E 16th Ave and east of N. Idaho St. It is currently a large lot residential and sits over the Rathdrum Prairie Aquifer. Water and Sewer will be provided by the City of Post Falls. The zoning to the north and west of the property is Single-Family Residential (R1) with county south and direct east. There was an approval of an R1 zoning with a subdivision to the east and west of N. American Dr.

Zone Change Review Criteria:

- The Future Land Use Map designates this site as Low-density residential – encompasses all types of single-family residential uses up to 8 dwelling units per acre. Implementing zoning districts are R-1-S, R1, R2, RM, SC3, and Per Focus Area. The Focus Area is Central Island – which promotes infill development as this subject property.
- G.03 Maintain and improve Post Falls' small-town scale, charm, and aesthetic beauty. G.05 Keep Post Falls' neighborhoods safe, vital, and attractive; Safe: Improve roadways with development create safer conditions for both vehicles and pedestrians, as well as in many cases increase access for emergency vehicles. Additionally, impact fees are paid towards public safety. Vital: with the current housing shortage and low vacancy rates, improving the net number of housing units may be necessary in supporting the Employers of the area. Additional rooftops/housing units may also add to the vibrancy of Post Falls. Attractive: there are currently minimal design standards for single-family development. Several other goals were listed in the staff report. P.01 to support land use patterns that maintain or enhance community levels of service; foster the long-term fiscal health of the community; maintain and enhance resident quality of life; promote compatible, well-designed development; and implement goals and policies of the comprehensive plan, related master plan and/or facility plans. There are several other policies listed in the staff report as well.

- 16th Ave. Is a major collector roadway; rights-of-way conforming to the City's standards were acquired with the previous widening project of 16th Ave. And a 10-foot sidewalk, drainage and utility easement would be required along the property's boundary.
- Commercial and high-density criteria are not applicable.
- This is set further away from the higher intensity urban activities that are located along Seltice, Mullan and Highway 41.
- The industrial criteria are not applicable.

All agencies have been notified with the Yellowstone Pipeline and DEQ responding with no comment, Post Falls School District and Post Falls Police Department responded with remaining neutral and the Post Falls Highway District is in support and the Kootenai County Fire and Rescue reserves comments for the permitting process.

Davis – To be clear Fire and Rescue offer comments through the entire process, correct.

Manley – With Subdivision and site development they review intimately with the city.

Davis – Thank you, sometimes I think that gets missed with the in support or neutral.

Steffensen – Isn't the main reason for this Annexation is to hook up to city sanitation and not build a subdivision.

Manley – You'll need to speak with the applicant; however, I think they do want to create a minor subdivision and create some larger lots. There are some sewer limitations currently and have spoken with the city on some means to gain services potentially and at that time possibly create a subdivision at that time. So, short term no; however, long-term, potentially but that is for the applicant to clarify.

Applicant, Glenn Adams, Athol, Idaho – George and Marilyn are my parents. The main reason to annex at this time is for sanitation services. We might be looking at a minor subdivision down the road our hands are tied at this point. We don't know where the future is going to take this property, my parents are in their late 80's between myself and sister we will be purchasing the property once they want to sell however at this point they want to stay in the house.

Schlotthauer – What is the limitation you were saying that you couldn't develop?

Adams – To my understanding sewer has to go north or you have to pump it due to it being 6ft. Deep and to fully develop the property you have to go south with the sewer, and we have no easement to take it that direction. Our current thought is to subdivide in 2 and building another house so someone can be closer to them.

Ward – On 16th there is a lot in that area further east that is in full development is the sewer running south or through the front along the road?

Kimball – It runs north and to the east.

Manley – I will say, the direction of the sewer isn't one of the criteria they are looking for a zone and is the zone they are asking for the right one.

Testimony:

In Favor - None

Neutral - None

In Opposition – Dennis W. Braulick 917 E 12th- I am in opposition mainly I've had some interesting threats from our local realtors and the people who are wanting to develop this place. What was explained to me was 16th could not have sewer and water run through it because pipes were too small. One of them offered me \$35,000 for the right-of-way because I am at the south end of that property where they have to bring the access to. This

would destroy 5 of my lots for my future development or if I decide to turn it over to my family. In 2008 we thought we would sell as a block when this first came up a developer from Canada was wanting to develop all 100+ acres for a senior development similar to cottages with a pool, etc. They offered me \$2million so I was going to sell however, no one wanted small houses. Anyway, I disagree this development will improve the road, trying to get out on 16th; I had to go to the mayor and threaten and American Disability Act because the snow gets thrown up on the sidewalks even though they stated 16th was designed to be safer but kids were walking home on the street because the sidewalks were packed with snow. One of the developers told us they would get our property no matter what. I refuse to give access due to the \$1million damages that was done to my property when I refused to sell because we didn't want small lots and homes but that is what we are ending up with anyway. I've been concerned about eminent domain coming into play because there is no way this project can be built without coming up through mine.

Rebuttal, Adams – I know there was an offer a couple of years ago and the reason it fell through is because of the easement. I have no idea why anyone would threaten but at this time we are not looking to develop the property we are just looking to annex the property and move forward. Maybe look for another step later but for now just an annexation.

Comments

Davis – This is a zoning recommendation, and it will move forward to Council for the ultimate decision on whether to annex or not.

1. Consistent with Future Land Use Map.

Kimball – Future Land Use Map calls this area out as Low-Density Residential and R1 is an implementing zone.

2. Consistent with the Goals and Policies found in the Comprehensive Plan.

Kimball – Staff went over this in the presentation and it is also in the applicants narrative: this is part of a county island surrounded by the City of Post Falls.

3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. Encourage a balance of land uses to help Post Falls remain a desirable, stable, and sustainable community.

Schlotthauer – R1 fits with the surrounding zones, I don't see how anyone would object to it.

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

Not Applicable

5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity. Ensure that adequate land available for future housing needs.

Kimball – The closest urban intensity would be on Mullan which is about ½ mile away.

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

Not Applicable

Steffensen – 16th and Idaho is slated as an impact fee project at that intersection in the future. If they decide to develop it, there will possibly be an intersection being developed as well.

Motion to recommend approval to City Council finding the requested zoning meets the approval criteria in PFMC and direct staff to draft a Zoning Recommendation with an R1 zoning designation by Carey

2nd by - Steffensen

Vote: Schlotthauer – Yes; Ward – Yes; Davis – Yes; Kimball – Yes; Carey – Yes; Steffensen - Yes

Moved

~~B. **Approve/Deny** CORSTOR Special Use Permit File No. SUP-22-3 – Ethan Porter, Associate Planner, to present a request to approve or deny a Special Use Permit to construct a new mini storage within the Single-Family Residential (R1) and High-Density Multi-Family Residential (R3) zones per Post Falls Municipal Code 18.20.030 Land Use Table on approximately 6.16 acres. The requested action is for approval to develop a storage unit facility on approximately 6.16 acres within the R1 and R3 zoning districts. It is located north of I-90, east of N. Corbin and south of W. Craig Ave. It is currently a large residential lot and a vacant lot that is over the Rathdrum Prairie Aquifer. The water will be provided by East Greenacres Irrigation District and the sewer will be provided by the City of Post Falls. It is surrounded by R1 zoning with commercial to the far west and far north.~~

~~Special Use Permit Review Criteria:~~

- ~~A. Implementation of the special use will conform to the purposes of the applicable zoning district through a Special Use Permit.~~
- ~~B. Mini-storage warehouse/self-storage uses are allowed through special use permit within the PFMC Land Use Table, section 18.20.030 in the R1 and R3 zoning districts. Conforms to the Future Land Use Map. The Business/Commercial provides for a wide variety of general services, retail, professional office, light industrial, artisan manufacturing and mixed-uses that serve local and regional residents as well as the traveling public. The Focus Area: Seltice West; Buffering between high and low-intensity development patterns should be maintained, employing use buffering and physical distance between said patterns.~~
- ~~C. Proposed special use is projected to generate less than 20 trips per day; wastewater generation from the proposed mini storage units would be less than a residential development.~~
- ~~D. Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls (G-02): municipalities exist to provide infrastructure and services that would be impossible for individuals to provide. While pooled resources make essential services achievable, they also require strong levels of coordination and management to assure; time may profoundly affect the costs of services – and livability of the community. This goal anchors the need for the City of Post Falls to consider the long-term cost, parks and recreational services, as well as other types of infrastructure. G.07 plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability. P.01 support land use patterns that: maintain or enhance community levels of service; foster the long-term fiscal health of the community; maintain and enhance resident quality of life; promote compatible, well-designed development; implement goals and policies of the comprehensive plan, related master plan and/or facility plans. P.08 encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits. P.26 maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls. P.86 With the local business~~

**Adams Annexation
File No. ANNX-22-12**

**Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Glenn Adams

LOCATION: Generally located south of E. 16th Ave. and east of N. Idaho St.

REQUEST: Zoning recommendation of Single-Family Residential (R1) on approximately 4.75 acres, As depicted in A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-4 Maps
5. A-6 Auth Letter
6. A-7 Title Report
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. S-4 Draft Annexation Development Agreement
11. PA-1 YPL Comments
12. PA-2 KCFR Comments
13. PA-3 PFPD Comments
14. PA-4 PFHD Comments
15. PA-5 DEQ Comments
16. PA-6 PFSD Comments
17. PC-1 Wrightman Comments
18. PC-2 G Wrightman Comments
19. PZ Staff Report
20. Testimony at the October 11, 2022, Planning and Zoning Commission ("Commission") hearing including:

Planning and Zoning Commission (hereinafter "Commission") heard the request at the October 9, 2022 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the Commission in their application of City Code section 18.16.010 and 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Jon Manley, Planning Manager

Mr. Manley presented the staff report. He testified that the applicant was seeking a recommendation for an initial zoning designation of Single-Family Residential (R1) on approximately 4.75-acres upon the annexation into the city of Post Falls. He illustrated that subject property is located south of E 16th

Ave and east of N. Idaho St.

Mr. Manley testified that the current land use is developed with a large lot residential use, and the only natural characteristics or features is that it is on the Rathdrum Prairie Aquifer. He testified that the city of Post Falls will supply the water and wastewater service.

Mr. Manley testified about the surrounding uses, explaining that to the north and west of the property is Single-Family Residential (R1) with county south and direct east and there was an approval of an R1 zoning with a subdivision to the east and west of N. American Dr.

Mr. Manley said that the Future Land Use Map designates the area as Low-density residential. He submitted that the designation encompasses all types of single-family residential uses up to 8 dwelling units per acre. Implementing zoning districts are R-1-S, R1, R2, RM, SC3, and Per Focus Area. He expounded that the Focus Area is Central Island – which promotes infill development as this subject property.

Mr. Manley testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goal three, five, six, seven, eight, and fourteen to possibly be relevant and applicable goals. He testified that policies one, as well as others listed in the staff report, may appropriate for consideration by the Commission.

Mr. Manley testified that zoning should be assigned following consideration of such items such as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. He explained that 16th Ave. is a major collector roadway; rights-of-way conforming to the City's standards were acquired with the previous widening project of 16th Ave and a 10-foot sidewalk, drainage and utility easement would be required along the property's boundary.

Mr. Manley testified that limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity. He stated that this is not an applicable criterion as this is set further away from the higher intensity urban activities that are located along Seltice, Mullan and Highway 41.

Mr. Manley testified that the last criteria is Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning. He testified that this is not an applicable criterion.

Glenn Adams, Applicant

Mr. Adams testified that the main they are requesting to annex at this time is for sanitation services. He noted that they might be looking at a minor subdivision down the road, but their hands are tied at this point. He indicated that he does not know where the future is going to take this property, his parents are in their late 80's and between he and his sister they will be purchasing the property once they want to sell however at this point they want to stay in the house.

Mr. Adams indicated that his understanding is that the sewer has to go north, or you have to pump it due to it being 6ft. Deep and to fully develop the property you have to go south with the sewer, and we have no easement to take it that direction. Our current thought is to subdivide in two and building another house so someone can be closer to them.

Public Testimony:

The hearing was opened for public testimony.

Dennis W. Braulick

Mr. Braulick testified in opposition. He said that 16th could not have sewer and water run through it because pipes were too small. He disagrees this development will improve the road, trying to get out on 16th; the snow gets thrown up on the sidewalks and kids were walking home on the street because the sidewalks were packed with snow. He is also concerned about eminent domain coming into play because there is no way this project can be built without coming up through mine.

Rebuttal
Glenn Adams, Applicant

Mr. Adams testified that there was an offer a couple of years ago and the reason it fell through is because of the easement. He testified that at this time we are not looking to develop the property we are just looking to annex the property and move forward. He stated that they may take another step later but for now it is just an annexation.

Deliberations: After the public hearing was complete the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the criteria in City Code sections 18.16.010 and 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

The applicant has requested initial zoning of Single-family Residential (R1) on approximately 4.75 acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as Low Density Residential within the Central Island focus area.

The Commission finds that evidence and testimony demonstrate that the R1 zoning is a implementing zone for the Low Density Residential designation therefore the request is consistent with the Future Land Use Map.

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

Based on the testimony provided and the staff report, the Commission finds the requested zone change being consistent with the following goals and policies contained in the comprehensive plan:

Goals:

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

Development that improves roadways will create safer conditions for vehicles, pedestrians, as well as increased access for emergency vehicles. With the current housing shortage and low vacancy rates, improving the net number of housing units may be necessary in supporting employers of the area. Added rooftops/housing units may also add to the vibrancy of Post Falls. There are currently minimal design standards for single-family development

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

With the site having already been developed with a single-family home, this maintains community levels of service.

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

Annexing Kootenai County "islands" into the City helps the fiscal health of the community through its tax base by incorporating more of the "islands" into the City.

- Maintain and enhance resident quality of life;

Resident quality of life is enhanced by removing existing septic systems and connecting to City sewer services, thus reducing impacts to the Spokane River and the Aquifer.

- Promote compatible, well-designed development;

Subject property is already developed into a single-family home that is compatible with the surrounding land uses, which also consist of single-family homes.

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

Transportation impacts, Sewer capacity and water capacity are reviewed within pre-application meetings with City staff. Any anticipated inadequacies would be identified and addressed or have a plan on how to be addressed to follow the relevant master planning at the time of public hearing.

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

- Future land use mapping;

This is addressed by the first review criteria of this recommendation.

- Compatibility with surrounding land uses;

The proposed development pattern for this proposal would be compatible with the surrounding uses as they are all primarily residential in nature.

- Infrastructure and service plans;

Sanitary sewer is located in 16th Avenue, along the properties frontage and has the capacity in the main and at the downstream lift station to support connection of and service to the subject property. Service at this time is limited to the northern quarter of the property, due to elevation limitations. The southern portions of the property will require extension of sewer main to the site from Medical Court or 12th Avenue in the future. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

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

Water is serviced by the City of Post Falls. The City has an existing 6" main located within 16th Avenue.

- Existing and future traffic patterns;

The property is adjacent to 16th Avenue, a Major Collector Roadway. No dedications of rights-of-way or easements would be required with the annexation. Rights-of-way conforming to the City's standards were acquired with the previous widening project of

16th Avenue. A 10-foot sidewalk, drainage and utility easement would be required along the property's boundary.

Annexation of the property and future development in conformance with the requested zoning is accounted for within the base transportation modeling. Any impacts would be addressed thru the collection of impact fees at the time of site development. The nearest impact fee project location is for the signalization of the 16th Ave. / Idaho St. intersection (Project # S-78 Idaho and 15th/16th).

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 Commission finds that the subject property is located within a quarter mile of N. Idaho Street which offers a range of daily needs services including groceries, medical, and retail.

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

- Surrounded by incorporated areas;

The subject property is adjacent to incorporated areas on both the west and north sides.

- That have readily available service infrastructure and capacity;

Service infrastructure of sanitary sewer and domestic water is available within 16th Ave and there is capacity. There are limitations on the amount of the property that can be serviced with sanitary sewer, due to elevation, requiring future sewer extension to the site for the southern portions.

- That support increased development intensity near the urban core.

This property is located within half a mile of Mullan Avenue which is a high intensity urban activity area and within the urban core.

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

The Idaho State statutes and applicable City ordinances are being followed throughout the annexation process.

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

This subject property is a large lot developed with a single-family residence located on the northeast corner. The proposed single-family residential (R-1) zoning designation would allow for future subdivision and additional single-family homes within the urban core thereby providing for future housing needs of the area.

Policy 17: Encourage the preservation and rehabilitation of older housing stock throughout the community.

An older home exists on the subject site that is intended to remain helping to preserve the older housing stock in this area.

Policy 44: Annexation should leverage existing capital facilities, with minimal need for expansion or duplication of facilities.

Frontage improvements, sewer, and water already exist within E. 16th Avenue thereby reducing the need for expansion.

Policy 45: Guide annexation decisions guided by and considering:

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

The master water, sewer, and transportation plans have been reviewed in the annexation staff report. The parks department supplied staff comment. Schools and emergency services were on notice of this annexation and are given a chance to comment.

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

Additional rights-of-way along E. 16th Avenue have previously been dedicated to the City. A 10-foot sidewalk, drainage and utility easement shall be dedicated to the City along the property's northern boundary.

- Studies that evaluate environmental and public service factors;

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

Policy 47: On an ongoing basis, work to obtain water rights whenever possible through annexation, acquisition from landowners, or through application.

At time of annexation the property owner relinquishes any water rights associated with the property to the City.

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 Commission finds that the proposed area is adjacent to 16th Avenue, a Major Collector Roadway. No dedications of rights-of-way or easements would be required with the annexation. Rights-of-way conforming to the City's standards were acquired with the previous widening project of 16th Avenue. A 10-foot sidewalk, drainage and utility easement would be required along the property's boundary.

Annexation of the property and future development in conformance with the requested zoning is accounted for within the base transportation modeling. Any impacts would be addressed thru the collection of impact fees at the time of site development. The nearest impact fee project location is for the signalization of the 16th Ave. / Idaho St. intersection (Project # S-78 Idaho and 15th/16th).

Water and Sanitary Sewer:

The Commission finds:

Water: Water service is provided by city of Post Falls and the City has an existing 6" main located within 16th Avenue.

Sanitary Sewer: Sanitary sewer is located in 16th Avenue, along the properties frontage and has the capacity in the main and at the downstream lift station to support connection of and service to the subject property. Service at this time is limited to the northern quarter of the property, due to elevation limitations. The southern portions of the property will require extension of sewer main to the site from Medical Court or 12th Avenue in the future. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The City's Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. Existing capacity is not a guarantee of future service.

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

Compatibility with Existing Development and Future Uses:

The Commission finds that the proposed residential use is compatible with other existing residential uses in the area.

Future Land Use Designation:

The Commission finds that the Future Land Use Map depicts the land use designation for this area as Low Density Residential and R1 is an implementing zoning district.

Geographic/Natural Features:

The site is located over the Rathdrum Prairie Aquifer and contains no other geographic or other natural features that would adversely affect development of the site.

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

The Commission finds this criterion inapplicable to the request.

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

The Commission finds the request is located half a mile north of Mullan Avenue and is surrounded by other single-family homes and subdivisions. This area is considered outside of an intense urban activity node or corridor but within the urban core and in proximity to daily needs services.

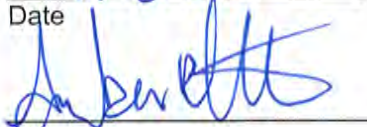
C6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

The Commission finds this criterion inapplicable to the request.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-22-12, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments and a motion to recommend approval of the recommended zoning upon annexation was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that City Council approve the proposal

finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for applicant's request for Single Family Residential (R1) zoning on approximately 4.75 acres upon successful annexation of the property.

11-8-22
Date

Attest


Chairman

NOTICE OF RIGHTS:

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

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

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

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

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Adams Annexation

(File No. ANNX-22-12)

THIS AGREEMENT is made this Click or tap to enter a date., by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **George and Marilyn Adams Living Trust**, with its principal place of residence at 1022 E. 16th Ave. Post Falls, ID 83854.

WHEREAS, The George and Marilyn Adams Living Trust (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 east of North Idaho Street and south of West 16th Avenue at 1022 W. 16th Ave.; and is more particularly described in **Exhibit “A”**.

ARTICLE II: STANDARDS

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

lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: The Property is currently connected to the City of Post Falls municipal water system. Owner agrees that they will utilize the Post Falls municipal water supply system as the domestic water supply system for all further development of the Property. Owner agrees to pay all required fees and charges including all connection and/or capitalization charges for service to the Property. The parties agree that domestic water will be provided in accordance with rules and regulations of the City.
- 3.1.1. Water Rights: Owner agrees to grant to the City all water rights associated with the Property to assure that the City has adequate water rights to supply domestic water to the Property at such time that they desire to connect to the City’s Water System.

- 3.2. Wastewater Reclamation: The Owner agrees to connect to and utilize the Post Falls Sanitary Sewer system for all existing and any future 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 Service Limitations: The Owner acknowledges that the existing wastewater main in 16th Ave. can only serve the northern quarter of the Property. In order to obtain wastewater service to the remainder of the Property, a sanitary sewer main will need to be extended from Medical Court or 12th Avenue. Owner acknowledges and agrees that Owner is solely responsible to extend the necessary wastewater main at Owner's cost.
- 3.2.2. 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 upon annexation or 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 Services and Mains: The Owner agrees water mains, sewer mains and associated services will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. CONSIDERATION/FEES

- 4.1. 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.

- 4.2. 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.
- 4.3. 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.
- 4.4. 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.
- 4.5. 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 V. MISCELLANEOUS

- 5.1. 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.
- 5.2. 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.
- 5.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 5.4. Time is of the Essence: Time is of the essence in this Agreement.

- 5.5. 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.
- 5.6. 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.
- 5.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 5.8. 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.
- 5.9. 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.
- 5.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 5.11. 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.
- 5.12. 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.
- 5.13. 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.
- 5.14. 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.

- 5.15. 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.
- 5.16. 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.

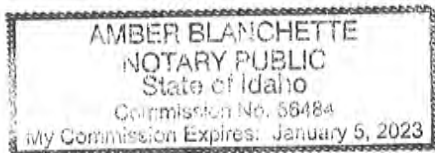
IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

[Signature Page Follows]

STATE OF IDAHO)
 :SS
County of Kootenai)

On this 29 day of November, 2022, before me, a Notary for the State of Idaho, personally appeared, **George L. Adams** and **Marilyn E. Adams**, known, or identified to me to be the **Trustee(s) of George and Marilyn Adams Living Trust** whose names are subscribed to within the instrument, and acknowledged to me that they 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.



Amber Blanchette
Notary Public for the State of Idaho
Residing at: *Kootenai County*
Commission Expires: *January 5, 2023*

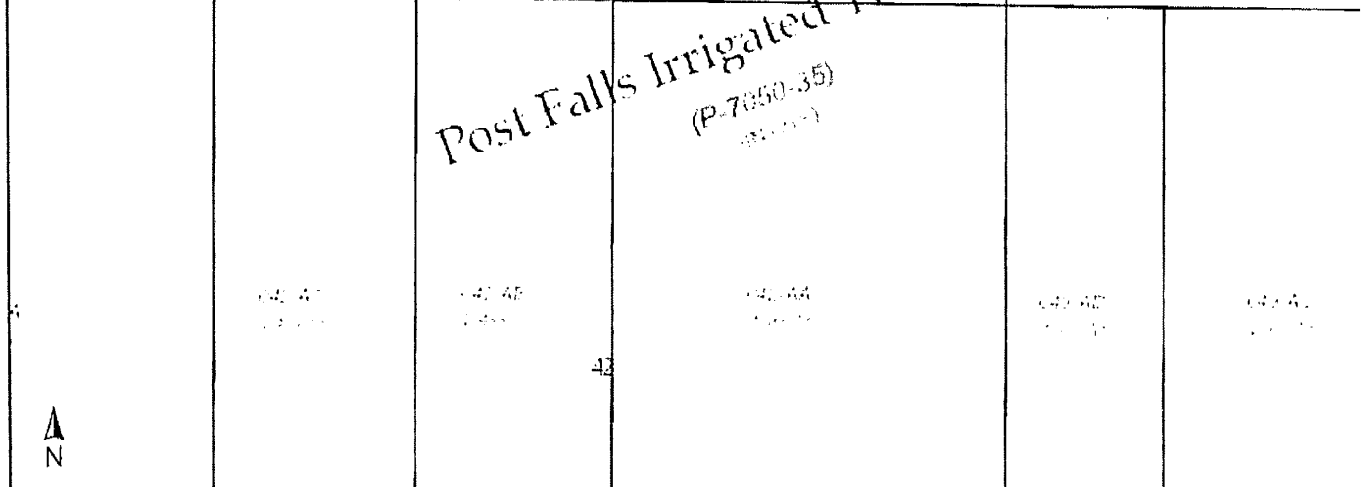
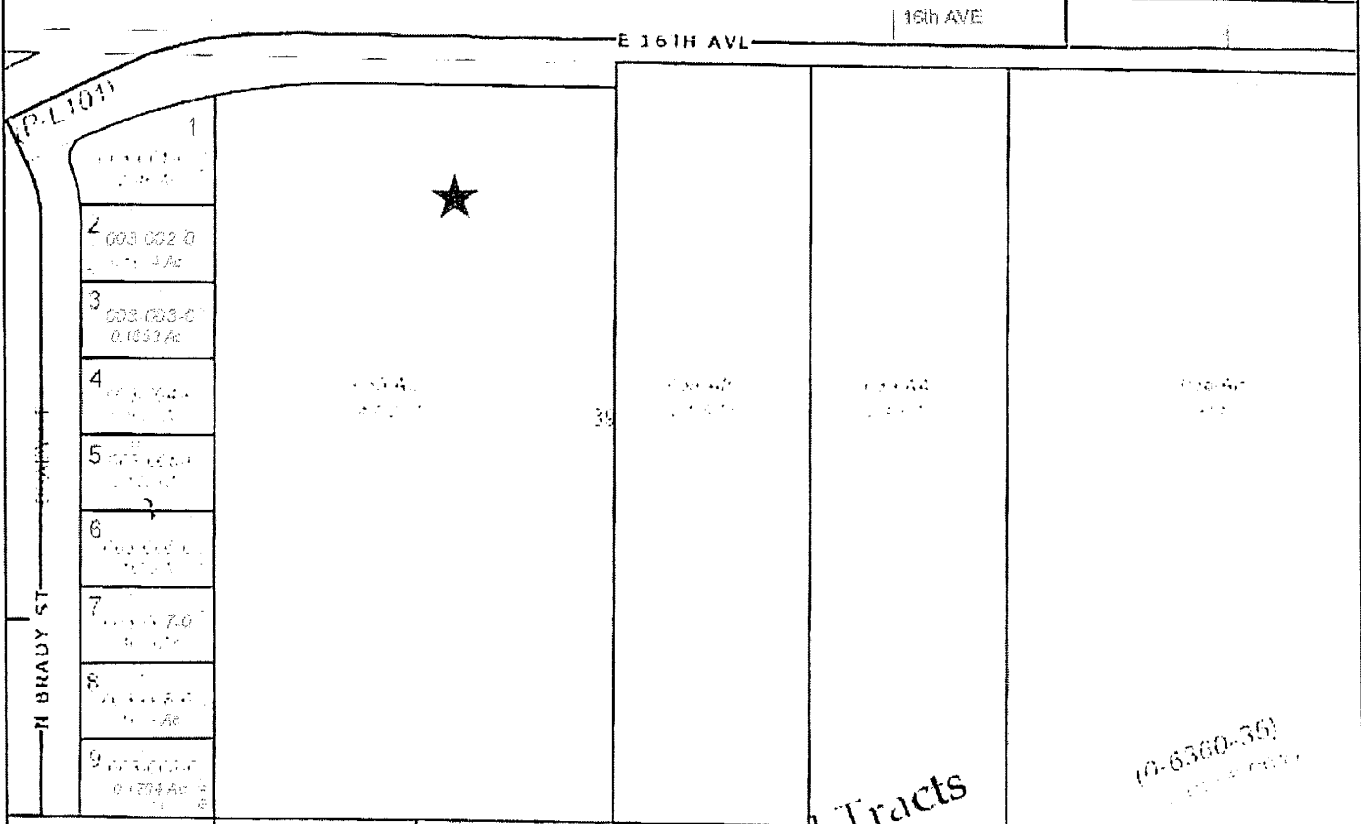
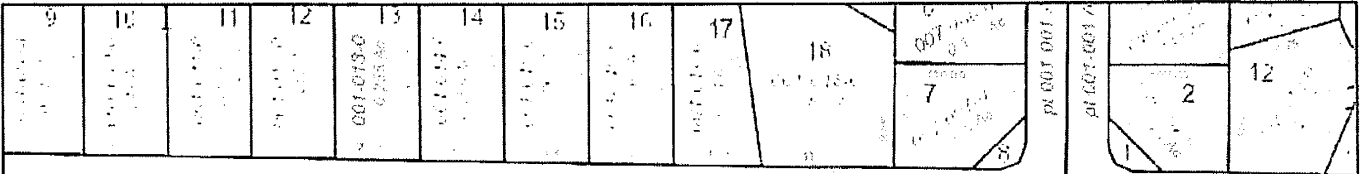
Exhibit "A"
Legal Description

The West half of Tract 39, Track 35, Post Falls Irrigated Tracts, according to the plat recorded in Book C of Plats at pages 78-80, records of Kootenai County, Idaho.

EXCEPT right of way granted to the City of Post Falls recorded December 28, 2012, Instrument No. 2390022000.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I- Requirements; and Schedule B, Part II – Exceptions.

North Idaho Title Insurance, Inc.
Policy Issuing Agent for Stewart Title Guaranty Company



ParcelID: 0636035039AC
Tax Account #: 147467
1022 E 16th Ave, Post Falls ID 83854

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Amber Blanchette

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Friday, December 9, 2022 8:35 AM
To: Amber Blanchette
Subject: FW: Adams Annexation File No. ANNX-22-12
Attachments: Adams Annex CC NTJ.pdf

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Thanks Amber,

We have reviewed and do not have any questions/comments.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Amber Blanchette <amberb@postfalls.gov>
Sent: Friday, December 9, 2022 9:25 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Polak, Chad M <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (Ziply) <david.sauer@ziply.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eportner@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller

<momiller@quantatel.com.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; Joe Malloy <jmalloy@postfallsidaho.org>; Josh Walker <jwalker@postfallsidaho.org>; Kenny Shove <kshove@postfallsidaho.org>; Kerri Thoreson <kerrit@postfallsidaho.org>; Lynn Borders <lborders1@frontier.com>; Ron Jacobson <rjacobson@postfallsidaho.org>; Nathan Ziegler <nziegler@postfallsidaho.org>
Subject: [EXTERNAL]Adams Annexation File No. ANNX-22-12

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Good morning,

Attached is the notice to jurisdiction for the named annexation; City Council meeting on January 3, 2023. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



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Amber Blanchette

From: jonie@postfallshd.com
Sent: Monday, December 12, 2022 11:47 AM
To: Amber Blanchette
Subject: RE: Adams Annexation File No. ANNX-22-12

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Post Falls Highway District has no comment



Jonie Anderson
Administrative Assistant
Post Falls Highway District
p 208.765.3717
f 208.765.0493
contactus@postfallshd.com



From: Amber Blanchette <amberb@postfalls.gov>
Sent: Friday, December 9, 2022 8:25 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John

Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; Joe Malloy <jmalloy@postfallsidaho.org>; Josh Walker <jwalker@postfallsidaho.org>; Kenny Shove <kshove@postfallsidaho.org>; Kerri Thoreson <kerrit@postfallsidaho.org>; Lynn Borders <lborders1@frontier.com>; Ron Jacobson <rjacobson@postfallsidaho.org>; Nathan Ziegler <nziegler@postfallsidaho.org>

Subject: Adams Annexation File No. ANNX-22-12

Good morning,

Attached is the notice to jurisdiction for the named annexation; City Council meeting on January 3, 2023. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



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Amber Blanchette

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Wednesday, December 21, 2022 2:16 PM
To: Amber Blanchette
Subject: RE: Adams Annexation File No. ANNX-22-12

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Good Afternoon,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,
Kristie

Kristie May | Admin Assistant II

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Direct: 208.666.4608
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Amber Blanchette <amberb@postfalls.gov>
Sent: Friday, December 9, 2022 8:25 AM
To: Ali Marienau <AMarienau@kmpo.net>; aobermueller@cdapress.com; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (Ziply) <david.sauer@ziply.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; eketner@phd1.idaho.gov; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Kelly Russell <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>;

Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; Joe Malloy <jmalloy@postfallsidaho.org>; Josh Walker <jwalker@postfallsidaho.org>; Kenny Shove <kshove@postfallsidaho.org>; Kerri Thoreson <kerrit@postfallsidaho.org>; Lynn Borders <lborders1@frontier.com>; Ron Jacobson <rjacobson@postfallsidaho.org>; Nathan Ziegler <nziegler@postfallsidaho.org>
Subject: Adams Annexation File No. ANNX-22-12

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Good morning,

Attached is the notice to jurisdiction for the named annexation; City Council meeting on January 3, 2023. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



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**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: January 03, 2023**

DATE: December 23, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jaxon Fleshman, Project Manager, Projects Division
SUBJECT: WRF Harmonic Filter Replacement – Recommendation of Award

ITEM AND RECOMMENDED ACTION: City Council approves the recommendation of award for the WRF Harmonic Filter Replacement and authorizes staff to execute a purchase order to complete the work.

DISCUSSION: A Harmonic Filter mitigates the distortion of electrical current feeding back into the electrical power grid and is a requirement of most utility providers with the type of electrical equipment that is used at the Water Reclamation Facility (WRF).

On September 15, 2022, an unexpected electrical event occurred at the Water Reclamation Facility (WRF). This led to significant damage of the Harmonic Filter unit in Utility Building #2 resulting in the need to completely replace the unit. The incident was reported to Idaho Counties Risk Management Program (ICRMP), and after investigation it was determined that the City of Post Falls was eligible for reimbursable costs associated with the replacement of the unit.

Following the informal bid process for Public Works Construction, the city solicited for quotes from three separate electrical contractors to replace and install a new unit and received a single response and quote from Midland Electric. The amount quoted by Midland Electric was \$104,736. This quote was forwarded to ICRMP and will be presented to the ICRMP board for approval. ICRMP has already issued an insurance check to the city in the amount of \$63,014. It is anticipated that the city will receive a full reimbursement for the difference.

Completion of the WRF Harmonic Filter Replacement is anticipated by the end of 2023 with an updated timeframe from Midland following an approved purchase order.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: Funding for this work will come from the City's Plant Maintenance & Repairs Fund with anticipated reimbursement from ICRMP. City Council approval is requested for the base bid of \$104,736 and a contingency of 5 percent in the amount of \$5,236.80 for potential change orders for unforeseen conditions and/or changes that would benefit the WRF for a total of \$109,972.80.

BUDGET CODE: 650-463.0000.68360

SUPPORTING DOCUMENTS: Midland Electric Proposal



Project: City of Post Falls - Harmonic Filter Replacement.

Subject: Electrical Proposal.

To: City of Post Falls.

Date: 12-07-2022.

Acknowledge: Addenda (0).

General Inclusions: Permit, Sales Tax, Conduit & Wire.

Work To Be Included:

- Electrical work per drawing (E-206).
- Supply and Install New Harmonic Mitigation Filter.
- Remove Existing Harmonic Filter.
- Remove and Replace Existing Conductors.
- Reconnect CT Cables and Scada Monitoring Conductors.

Exclusions:

- Utility Fees.
- Temp Power.
- Asphalt/Concrete.
- Scada/Programming.



INDUSTRIAL - COMMERCIAL - TRANSPORTATION

P.O. Box 1267 Davenport, WA 99122 Office: 509.725.7005 Office@midlandelectricinc.com

Quote Valid for 30 days.

Term: NET 30 days from invoice date.

Warranty Period: 1 Year from Substantial Completion or Acceptance of Project Service Charge: If buyer fails to pay, a service charge on the amount past due at the rate of 1.5% per month (18% per year).

Non-Payment: Buyer further agrees that, in the event Midland Electric Inc. must refer Buyer's account for collection, Buyer will pay all cost of collection, service charges, attorney fees or other costs incurred by Midland Electric Inc. in the course of collection, litigation or in any related action.

Base Bid					
Bid Item	Description	UOM	Qty	Unit Price	Subtotal
	Base Bid.	L.S.	1	\$0.00	\$104,736.00
Total Proposal					\$104,736.00

After you have had a chance to review this proposal information, we welcome the opportunity to discuss any questions, comments or concerns you may have.

Respectfully,

Braedon Efraimson

Braedon Efraimson

Estimator

o.509.725.7005x412

c.509.964.3912

[Braedone@midlandelectricinc.com](mailto:braedone@midlandelectricinc.com)