



**CITY COUNCIL
MEETING AGENDA**

**June 21, 2022
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

Topic: FY 2022 Budget Workshop

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:

- a. Introduction of Jaxon Fleshman as the New Project Manager to the Public Works, Project Division

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – June 7, 2022, City Council Meeting
- b. Payables – May 31, 2022 – June 13, 2022
- c. Whiskey Flats 2nd Addition Subdivision Plat Application
- d. The Pointe 4th Addition Subdivision Master Development Agreement File No. SUBD-0018-2021
- e. Pointe at Post Falls 4th Addition Development Phase 1 Construction Improvement Agreement

- f. North Place East 1st Addition Subdivision Construction Improvement Agreement
- g. Montrose 16th Addition Subdivision Construction Improvement Agreement
- h. Kootenai County Fire and Rescue Intergovernmental Agreement for the Collection and Expenditure of Impact Fees
- i. Kootenai County Emergency Medical Services System Intergovernmental Agreement for the Collection and Expenditure of Impact Fees
- j. Cash and Investment Report for April 2022

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. Mongeau Meadows Annexation
- b. School District Zone Change from Single-Family Residential (R-1) to Public Reserve (PR)

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

- a. Resolution – Council and Commission Meeting Recess Procedures
- b. Resolution – Land Use Hearing Procedures
- c. Resolution – Kootenai County Fire & Rescue (KCFR) and Kootenai County Emergency Medical Services (KCEMSS) Comprehensive Plan Amendment
- d. Ordinance – Kootenai County Fire & Rescue (KCFR) and Kootenai County Emergency Medical Services System (KCEMSS) Impact Fees
- e. Ordinance – Smock Vacation
- f. Live After 5 Contract Addendum
- g. Crown Pointe Park Regrading

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.

- a. Proposed Update to Post Falls Code Chapter 13.20 Wastewater Discharge Restrictions

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.

- a. Concept and Calculation of Capacity Fees, John Beacham, Public Works Director Presenting
- b. A Snapshot Look at Residential and Commercial Development from 2020-2022, Bob Seale, Community Development Director presenting.

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEM (To enter into executive session only):

- a. Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated.
- b. Idaho Code 74-206(1)(c) To acquire an interest in real property which is not owned by a public agency.

RETURN TO REGULAR SESSION

ADJOURNMENT

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

Mayor Ronald G. Jacobson
Councilors: Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

Mission

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

Vision

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

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

Calendar of Meetings & Events

June 18	9:00 am	Fishing Derby – Falls Park
June 19		Father’s Day
June 21	5:00 pm	<u>City Council Workshop – FY2023 Budget</u>
June 21	6:00 pm	<u>City Council</u>
June 21		Summer Solstice
June 22	5:00 pm	<u>Special City Council and Planning and Zoning Commission Workshop at PD</u>
June 24	Sunset	Movie in the Park at Tullamore Park - Encanto
Jun 28	6:00 pm	Parks and Recreation Commission
July 4		4th of July – City Business Offices Will Be Closed
July 5	5:00 pm	<u>City Council Workshop - Workforce Planning – Police and Parks and Recreation</u>
July 5	6:00 pm	<u>City Council</u>
July 8	10:00 am	Post Falls Festival Parade
July 8		Post Falls Festival
July 8	Sunset	Movie in the Park at Q’emiln Park – American Underdog
July 9		Post Falls Festival
July 10		Post Falls Festival
July 12	5:30 pm	Planning & Zoning Commission
July 13	5:00 pm	River City Market & Music – Landings Park, Music by The Rhythm Dogs
July 19	5:00 pm	<u>City Council Workshop – Workforce Planning – Public Works & Community Development</u>
July 19	6:00 pm	<u>City Council</u>
July 20	5:00 pm	River City Market & Music – Landings Park, Music by Current Flow
July 21	9:00 am	Urban Renewal Agency
July 26	6:00 pm	Parks and Recreation Commission
July 27	5:00 pm	River City Market & Music – Landings Park, Music by Chris Moyer & the Downtown Dixies
Aug 2	5:00 pm	<u>City Council Workshop</u>
Aug 2	6:00 pm	<u>City Council</u>
Aug 3	5:00 pm	River City Market & Music - Landings Park, Music by The Ryan Larson Band
Aug 9	5:30 pm	Planning & Zoning Commission
Aug 10	5:00 pm	River City Market & Music – Landings Park, Music by Justyn Priest Band
Aug 12	Sunset	Movie in the Park at Syringa Park

Aug17

5:00 pm

Sing 2
River City Market & Music – Landings
Park, Music by Nu Jack City

Post Falls City Council Meeting

June 21st, 2022

Council Agenda Memorandum

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

FROM: Shelly Enderud, City Administrator

CC: Department Heads

Introduction of the new Project Manager for the Public Works, Project Division

1. [Consent Calendar](#)

- c. Whiskey Flatts 2nd Addition Subdivision Plat Application – The Engineering Division requests approval for the final plat for the development. The developer has provided surety for the remaining improvements. If approved, the Mayor will sign the documents.
- d. The Pointe 4th Addition Subdivision Master Development Agreement – The Planning Division requests approval of the MDA for the abovementioned subdivision. The applicant has requested to subdivide approximately 46 acres in to 26 Community Commercial Services (CCS) and Industrial (I) lots in two phases. The request was approved at the January 11, 2022, Planning and Zoning Commission hearing. If approved, the Mayor will sign the agreement.
- e. Pointe at Post Falls 4th Addition Development Phase 1 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 City and the developer. If approved, the Mayor shall sign the documents.
- f. North Place East 1st Addition 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 City and the developer. If approved, the Mayor shall sign the documents.
- g. Montrose 16th Addition 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 City and the developer. If approved, the Mayor shall sign the documents.

- h. Kootenai County Fire and Rescue (KCFR) Intergovernmental Agreement for the Collection and Expenditure of Impact Fees – The Legal Department requests approval for the abovementioned agreement. This agreement sets forth the terms and conditions for the collection of impact fees by the city on behalf of KCFR. If approved, the Mayor shall sign the document.
- i. Kootenai County Emergency Medical Services System (KCEMSS) Intergovernmental Agreement for the Collection and Expenditure of Impact Fees – The Legal Department requests approval for the abovementioned agreement. This agreement sets forth the terms and conditions for the collection of impact fees by the city on behalf of KCEMSS. If approved, the Mayor shall sign the document.
- j. Cash and Investment Report for April 2022 – The Finance Department presents the April 2022 cash and investment balances in compliance with Idaho code.

2 Public Hearings

- a. Mongeau Meadows Annexation – Opportunity for public comment is given on the application of Whipple Consulting Engineers to annex 3.91 acres into the City of Post Falls with a zoning designation of Single-Family Residential (R-1). The property is generally located on the south side of 16th Ave. east of Quail Run Boulevard. The surrounding land on the west and south are large lot residential homes within Kootenai County. Directly east is the American Homes single-family subdivision within Kootenai County as well as a County multi-family site. At their May 10, 2022, public hearing, the Planning and Zoning Commission recommended approval of the zoning as requested. At the meeting, one person testifies as in favor. No additional comments in favor or opposed were received. After comment and discussion, Council should either approve or deny the annexation as presented.
- b. School District Zone Change from Single-Family Residential (R-1) to Public Reserve (PR) – Opportunity for public comment is given on the request of the City of Post Falls Planning Division to rezone approximately 3 school sites from Single-Family Residential (R-1) zoning to Public Reserve (PR) zoning. The properties are generally located in the following areas between Greensferry and Cecil Road, south of Poleline Avenue and between Post and Bill Street between 15th and 20th Avenue and between Pine Street and Stagecoach Drive from 15th to 20th Avenue. At their May 25, 2022, meeting, the Planning and Zoning Commission recommended approval of the zoning as requested. KCFR, PFHD, and DEQ all submitted neutral or no comment responses to the proposed change. At the Planning and Zoning Commission meeting, there were no comments in favor or opposed. After comment and discussion, the Council should either approved or deny the zone change as presented.

3 Unfinished Business

- a. Resolution: Council and Commission Meeting Recess Procedures – This resolution formalizes changes to the Council and Commission Meeting Recess Procedures in accordance with recent case law changes in public meetings law. Council may adopt the resolution or take no action.

- b. Resolution: Land Use Hearing Procedures – This resolution formalizes updates to the Land Use Hearing Procedures to align them with recent changes in case law. The most substantial changes are to the Content of Testimony and Conduct of the Witness. Council may adopt the resolution or take no action.
- c. Resolution: Kootenai County Fire and Rescue (KCFR) and Kootenai County Emergency Medical Services System (KCEMSS) Comprehensive Plan Amendment – This resolution will formalize changes to the adopted 2020 Comprehensive Plan that will add language to allow for the collection and expenditure of Impact Fees for both residential and non-residential development. Council may adopt the resolution or take no action.
- d. Ordinance: Kootenai County Fire & Rescue (KCFR) and Kootenai County Emergency Medical Services System (KCEMSS) Impact Fees – This ordinance adds a new chapter to the municipal code providing for the collection of impact fees for Fire and Emergency Services. If approved, the ordinance would have an effective date of September 1st, 2022. Council may adopt the ordinance or take no action.
- e. Ordinance: Smock Vacation - This ordinance formalizes the vacation approved at the November 2nd, 2021, Council public hearing. The legal description within the previously approved/recorded ordinance needed some correction which is contained in this ordinance. Council may adopt the ordinance or take no action.
- f. Live After 5 Contract Addendum – The Parks Division is requests approval of the addendum to the Live After 5 Contract. The addendum is to move the event from the Amphitheater to the South Lawn at Tullamore Park for the remainder of the Contract term. In consideration the City would be compensated \$1,380.00 each year and \$500.00 per concert to offset lost revenue potential from the Department’s outdoor Volleyball program. If approved, the Mayor shall sign the document.
- g. Crown Pointe Park Regrading – The Parks Division is requesting approval to advertise for bids for the Crown Pointe Park Regrading Project. In October of 2018 the City accepted the ownership of the property in its existing condition and assumed all responsibility for the maintenance and preservation of the property as a public park. The existing site grading contains large variations that result in seasonal puddling, trip issues and large stones. The irrigation mainline configuration and irrigation head spacing results in irrigation system inefficiencies. By fixing these issues, it will allow for the open field to be utilized by both active and passive recreation users. If approved, the project will go out for bid. A contract for the work will come back before Council for approval at a future Council meeting.

4 [New Business](#)

- a. Proposed Update to Post Falls Code Chapter 13.20 Wastewater Discharge Restrictions – Craig Borrenpohl, Utility Manager request approval to update City Code 13.20 to include recommendations made by the Idaho Department of Environmental Quality (IDEQ) to ensure our municipal code accurately reflects program administrative procedures. If approved, an ordinance changing City Code 13.20 will return at a future meeting for formal Council approval.

6. Administrative / Staff Reports

- a. Concept and Calculation of Capacity Fees – Public Works Director John Beacham will present this report.
- b. A Snapshot Look at Residential and Commercial Development from 2020-2022 – Community Development Director Bob Seale will present this report.

8. Executive Session

- a. Idaho Code 74-206 (1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated.
- b. Idaho Code 74-206(1)(c) To acquire an interest in real property which is not owned by a public agency.



**CITY COUNCIL
MEETING MINUTES**

**June 7, 2022
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room - Canceled

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, Joe Malloy (via zoom), Nathan Ziegler, Kenny Shove - **Present**
Josh Walker, Lynn Borders - **Excused**

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

- a. The annual Fishing Derby at Falls Park is next Saturday, June 18th starting at 9am. This is a free event for kids ages 5-14. Kids must be accompanied by an adult and bring their own fishing poles and bait. Register online.

AMENDMENTS TO THE AGENDA

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Motion by Malloy to remove items 3a Resolution – Council and Commission Meeting Recess Procedures, 3b Resolution – Land Use Hearing Procedures, 3c Resolution – Kootenai County Fire & Rescue and Kootenai County Emergency Medical Services System Comprehensive Plan Amendment, 3d Ordinance – Kootenai County Fire & Rescue and Kootenai County Emergency Medical Services System Impact Fees, 3f Ordinance – Smock Vacation, Staff Report on the Concept and Calculation of Capacity Fees, and the Executive Session.

Second by Ziegler.

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

Motion Carried

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – May 17, 2022, City Council Meeting
- b. Payables – May 10, 2022 – May 30, 2022
- c. Termination of Lease for Real Property Located at 1103 E. 3rd Avenue with the Post Falls Senior Center
- d. Lease Agreement with the Food Bank for the Property Located at 1103 E. 3rd Avenue
- e. Nicholson Commercial Center 1st Addition Subdivision Plat Application
- f. Foxtail 7th Addition Subdivision Plat Application
- g. Post Falls Corporate Park Sewer Improvements Construction Improvement Agreement
- h. Disposal of Three Vehicles and Two Sweepers
- i. Disposal of a Tractor and Attachments to be Used as a Trade In for a Replacement Tractor

Motion by Thoreson to approve the Consent Calendar as presented.

Second by Ziegler.

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

Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Public Safety Impact Fees for Kootenai County Fire and Rescue and Kootenai County Emergency Medical Services System

Public Hearing Opened at 6:50 pm.

Staff Report

Warren Wilson, City Attorney presenting: Kootenai County Fire and Rescue and Kootenai County Emergency Medical Services System has requested that the city collect impact fees for the district. Calculated impact fees for the Kootenai County Emergency Medical Services System is at \$132 per residential unit and \$0.07 per nonresidential square foot. Calculated impact fees for the Kootenai County Fire and Rescue is at \$1,207 per residential unit and \$0.60 per nonresidential square foot.

Testimony

In Favor: None

Neutral: None

In Opposition: None

Public Hearing Closed at 6:11 pm.

Discussion

Motion by Malloy to approve the Public Safety Impact Fees for Kootenai County Fire and Rescue and Kootenai County Emergency Medical Services System and to bring back as a Resolution.

Second by Ziegler.

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

Motion Carried

Motion by Malloy to approve the Public Safety Fees for Kootenai County Fire and Rescue and Kootenai County Emergency Medical Services System and to bring back as a resolution

Second by Ziegler.

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

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Resolution – Council and Commission Meeting Recess Procedures **-Removed**
- b. Resolution – Land Use Hearing Procedures - **Removed**
- c. Resolution – Kootenai County Fire & Rescue (KCFR) and Kootenai County Emergency Medical Services System (KCEMSS) Comprehensive Plan Amendment - **Removed**
- d. Ordinance - Kootenai County Fire & Rescue (KCFR) and Kootenai County Emergency Medical Services System (KCEMSS) Impact Fees - **Removed**
- e. Ordinance – FY 2022 Budget Amendment No. 2

Motion by Thoreson to place the proposed Ordinance FY2022 Budget Amendment No. 2 on its first and only reading by title only while under suspension of the rules.

Second by Ziegler.

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

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, IDAHO, AMENDING THE ANNUAL APPROPRIATION ORDINANCE 1449 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, TO REFLECT THE RECEIPT OF UNSCHEDULED REVENUES AND TO AUTHORIZE EXPENDITURES OF PREVIOUSLY UNBUDGETED FUND BALANCE, INCREASING AND ESTABLISHING THE APPROPRIATIONS FOR EXPENDITURES IN VARIOUS DEPARTMENTS AND FUNDS, PROVIDING THAT THE TAX LEVY UPON TAXABLE PROPERTY WITHIN THE CITY IS NOT AFFECTED HEREBY, PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE SUPERSEDED BY THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT, AND PROVIDING THAT THE ORDINANCE SHALL BE EFFECTIVE UPON ITS PUBLICATION DATE.

Motion by Thoreson to approve Ordinance FY2022 Budget Amendment No.2, and to direct the Clerk to assign the appropriate ordinance number, and that it be published by summary only.

Second by Ziegler.

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

Motion Carried

f. Ordinance – Smock Vacation - **Removed**

g. Approval to Bid Cecil Rd Frontage Improvements Along Sports Complex Site

Robbie Quinn, Park Planner presenting: On September 15, 2020, City Council adopted the Tullamore Sports Complex Master Plan. Additionally, Council has approved contracts for the mass grading plan, mass grading construction, and the phase 1 design contract. The site's mass grading construction was completed in November 2021, the requested bidding approval for the Cecil Rd. frontage is part of the phase 1 design contract. The road frontage improvements will expand Cecil Rd. to full width, curbing, swales, street lighting, multi-use paths, ADA ramps, landscaping, and irrigation. The road frontage subgrade was set and prepped for future improvements during the mass grading construction. The current subgrade conditions are good condition and ready for continued development. Constructing the Cecil Rd. frontage improvements will help facilitate traffic from adjacent developments, secure the sports complex site for future construction, and keep the project on track with the Council-approved timeline. There is no fiscal impact at this time. The future construction contract will be brought back to the Council for approval and funded through Park Impact Fees.

Motion by Thoreson to approve bidding the Cecil Rd. Frontage Improvements Along the Sports Complex Site.

Second by Ziegler.

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

Motion Carried

4. NEW BUSINESS

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ACTION ITEMS:

a. Approval to Hire a Pavement Condition Assessment Consultant

Ross Junkin, Maintenance Manager presenting: The objective of the pavement condition assessment is to perform an automated pavement condition assessment based on the Pavement Condition Index (PCI), rate the existing condition of our City pavements, and to use that data to determine which pavement sections receive higher priority for maintenance and or construction. The data will be gathered using a mobile vehicle equipped with multiple scanners and cameras. The data will be integrated into our GIS system. The consultant will build a five-year work plan that will help us in making decisions on where to focus our efforts and funding priorities. Pavement assessments should be completed every five years to keep information up to date and relevant. Transmap Corporation was selected out of 4 RFPs submitted based on cost estimate, degree of automation, ability to meet requirements, and schedule. The Transmap proposal cost is \$93,634.20. the FY22 budget included an approved request specifically for this assessment (\$100,000). The

project is expected to begin and be completed during the summer of 2022. Staff recommends adding a contingency of \$6,365.80 bringing to total requested amount to \$100,000.

Motion by Thoreson to approve the hiring of a Pavement Condition Assessment Consultant. Second by Malloy.

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

Motion Carried

5. CITIZEN ISSUES

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None

6. ADMINISTRATIVE / STAFF REPORTS

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- a. Concept and Calculation of Capacity Fees, John Beacham, Public Works Director Presenting
Removed

7. MAYOR AND COUNCIL COMMENTS

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

Mayor: School is out on Friday so watch out for kids.

Malloy: Thanks to staff for adapting the meeting tonight with zoom so that he could attend.

Ziegler: The Park Passes are getting a positive response.

8. EXECUTIVE SESSION

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

ACTION ITEM (To enter into executive session only):

- a. Idaho Code 74-206 (1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated, but imminently likely to be litigated. **Removed**

ADJOURNMENT 6:27 PM

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Mayor Ronald G. Jacobson

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

Mission

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

Vision

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

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

Post Falls Check Approval



City of Post Falls

Packet: APPKT09407 - Check Run 6.22.22
 Vendor Set: 01 - Vendor Set 01

Check Date: 6/15/2022

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND							
Balance Sheet Accounts							
VEN06558	ARCHITERRA HOMES	APMWB	Check		BOND RELEASE - 3 BOND RELEASE - 3041 N. CORVUS	001-22115	2,000.00
					BOND RELEASE - 3 BOND RELEASE - 3057 N. CORVUS	001-22115	2,000.00
					BOND RELEASE - 3 BOND RELEASE - 3172 N. CYPRUS FOX	001-22115	2,000.00
					BOND RELEASE - 3 BOND RELEASE - 3023 N. CORVUS	001-22115	2,000.00
					BOND RELEASE - 2 BOND RELEASE - 2981 N. CORVUS	001-22115	2,000.00
					BOND RELEASE - 2 BOND RELEASE - 2967 N. CORVUS	001-22115	2,000.00
					BOND RELEASE - 2 BOND RELEASE - 2951 N. CORVUS	001-22115	2,000.00
					BOND RELEASE - 2 BOND RELEASE - 2937 N. CORVUS	001-22115	2,000.00
VEN07931	HAYDEN HOMES	APMWB	Check		BOND RELEASE - 3 BOND RELEASE - 3794 N. PEYTON	001-22115	2,000.00
P380	Post Falls Food Bank	APMWB	Check	6.13.22	May Donations	001-22110	527.08
VEN14534	Snowball 4.0 LLC	APMWB	Check		BOND RELEASE - 2 BOND RELEASE - 254 N. FIGWOOD	001-22115	2,000.00
VEN12718	VIKING CONSTRUCTION	APMWB	Check		BOND RELEASE - 1 BOND RELEASE - 1592 N. MINAM	001-22115	2,000.00
					BOND RELEASE - 1 BOND RELEASE - 1608 N. MINAM	001-22115	2,000.00
					BOND RELEASE - 1 BOND RELEASE - 1716 W. SATSOP	001-22115	2,000.00
					BOND RELEASE - 1 BOND RELEASE - 1673 N. MINAM	001-22115	2,000.00
					BOND RELEASE - 1 BOND RELEASE - 1496 N. MINAM	001-22115	2,000.00
					BOND RELEASE - 1 BOND RELEASE - 1512 N. MINAM	001-22115	2,000.00
					BOND RELEASE - 1 BOND RELEASE - 1651 N. MINAM	001-22115	2,000.00
					BOND RELEASE - 3 BOND RELEASE - 3292 N. FIREBALL	001-22150	2,000.00
Balance Sheet Accounts Total:							36,527.08
Dept: 412 Information Systems							
C140	CDW Government Inc.	APMWB	Check	X862463	Veeam Backup for Office 365	001-412.0000.66014	9,777.60
C1799	Cerium Networks	APMWB	Check	I095306	Exchange Migration	001-412.0000.66180	8,610.00
Dept 412 Total:							18,387.60
Dept: 414 Finance							
B091	BDS	APMWB	Check	82581	Utility Billing and Delinquent notices	001-414.1445.62170 001-414.1445.62190	5,110.59 3,098.32
D09750	DeVries Info Management	APMWB	Check	0151409	On-Site Destruction	001-414.0000.62040	55.00
V040	ODP Business Solutions	APMWB	Check	247854866001	Office Supplies- Finance	001-414.0000.63060	313.72
Dept 414 Total:							8,577.63
Dept: 415 City Clerk							
C291	Coeur d' Alene Press	APMWB	Check	535036	Printing of Ordinance 1455	001-415.0000.62000	52.06
Dept 415 Total:							52.06
Dept: 421 Police							
R04500	1-800-Radiator	APMWB	Check	17057040	Fan assembly - PFPD120	001-421.0000.67100	162.00
A0001	Alsco						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	LSPO2528763	Shop uniforms	001-421.4000.72000	12.73
		LSPO2526592		001-421.4000.72000	12.73
A550	Audiology Research Associates				
APMWB	Check	74462	Hearing test - Silva	001-421.0000.62260	26.00
A600	Awards Etc.				
APMWB	Check	33329	Service plaques - Rosenau/Dewitt	001-421.0000.63060	100.00
C220	Coleman Oil Co				
APMWB	Check	CL73386	Animal safety fuel Patrol fuel	001-421.0000.64030	7,802.43
D102	DMS				
APMWB	Check	2022-0531	Website update	001-421.0000.66043	500.00
VEN02615	Dr. Lou Sowers				
APMWB	Check	2013092	New employee psychological evaluations	001-421.0000.62040	3,000.00
F093	Flowers by Paul				
APMWB	Check	120035/1	Flowers for former VOP funeral	001-421.0000.63060	70.00
G020	Galls, An Aramark Company				
APMWB	Check	021179172	Taser pockets - Knight	001-421.4000.72000	147.24
		021079470	Fleece vest - Wright	001-421.4000.72000	150.02
		021242111	Uniform pants - Casey	001-421.4000.72000	158.40
		020179471	Fleece vest - Cox	001-421.4000.72000	160.52
		021203681	Patrol uniform - Casey	001-421.4000.72000	184.00
		021203676		001-421.4000.72000	147.59
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1142385	Tires - PFPD78	001-421.0000.67190	407.56
VEN13191	Intermax Networks				
APMWB	Check	198609	Direct link to County	001-421.0000.62040	475.00
VEN14514	Kinscorp Inc				
APMWB	Check	030983	2 .308 Win Daniel Defense Delta Pro rifles	001-421.0000.63500	1,894.00
L140	Lynn Peavey Company				
APMWB	Check	390154	Evidence knife boxes	001-421.0000.63920	56.50
N001	Napa Auto Parts				
APMWB	Check	3688-161404	Core credits	001-421.0000.67100	-287.37
		3688-164025	Cab filter - PFPD120	001-421.0000.67100	9.45
		3688-164285	Battery terminal wedge	001-421.0000.67100	14.16
		3688-165298	Funnels, hexbit skt	001-421.0000.67100	17.94
		3688-162115	Credit for warranty part	001-421.0000.67100	-10.05
		3688-095933	Battery - PFPD148	001-421.0000.67100	215.44
		3688-165289	Transmission fluid - PFPD126	001-421.0000.67100	24.72
		3688-164384	Core deposits	001-421.0000.67100	-132.75
		3688-165583	Brakes - PFPD75	001-421.0000.67100	114.99
		3688-164151	HVAC defrost actr - PFPD120	001-421.0000.67100	89.31
		3688-164288	Battery terminal wedges - stock	001-421.0000.67100	28.32
		3688-163961	Door actuator - PFPD120	001-421.0000.67100	35.51
		3688-161905	Fuel additive	001-421.0000.67100	54.16
		3688-163749	Headlight bulbs	001-421.0000.67100	55.74
		3688-163751	Dual fan assembly - PFPD73	001-421.0000.67100	162.95
VEN05041	NW Dent, Inc.				
APMWB	Check	106759	Dent repair - Impala	001-421.0000.67170	95.00
VEN01379	O'Reilly Auto Parts				
APMWB	Check	3829-417188	Battery trim wedge- stock	001-421.0000.67100	16.08
O050	Oxarc Inc.				
APMWB	Check	31543853	Fire Extinguisher service	001-421.0000.67100	69.50
P180	Perfection Tire				
APMWB	Check	1040800	Tire changeover - Impala	001-421.0000.67170	103.80
		1040712	Alignment - PFPD114	001-421.0000.67170	70.00
		1032881	Tires - PFPD91	001-421.0000.67190	596.00
		1038882	Tires - PFPD114	001-421.0000.67190	668.36
P4384	Proforce Law Enforcement				
APMWB	Check	483529	Bullet Catcher	001-421.0000.67020	4,228.56
VEN12998	RACOM Corporation				
APMWB	Check	9CSO175670	Detective car lights	001-421.0000.63920	2,288.42
R251	Serights Ace Hardware				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	331206/1	Nuts and bolts/shop	001-421.0000.67100	16.23
		331494/1	Flat bar and square tube	001-421.0000.67100	44.07
		331170/1	Nuts and bolts, spraypaint for shop	001-421.0000.67100	27.47
		331175/1	Square tube	001-421.0000.67100	19.78
VEN01839	Setcom Corporation				
APMWB	Check	49390	Helmet kit - Fritz	001-421.0000.67020	316.07
T106	Titan Truck Equipment				
APMWB	Check	1326387	Hitch - PFPD149	001-421.0000.67100	172.73
VEN14328	ZaccWorks				
APMWB	Check	22-0526B	Website maintenance	001-421.0000.66043	125.00
		2022-0526A	Server maintenance	001-421.0000.66043	135.00
Dept 421 Total:					24,851.31
Dept: 423 Oasis					
VEN14344	North Idaho Law Group				
APMWB	Check	052522	VSU client legal fees	001-423.1153.68400	365.62
VEN02102	Stevens, Randi M.				
APMWB	Check	705	VSU client group counseling	001-423.1153.68400	736.00
		704	VSU client counseling	001-423.1153.68400	736.00
Dept 423 Total:					1,837.62
Dept: 424 Legal					
C220	Coleman Oil Co				
APMWB	Check	CL75923	Fuel	001-424.0000.64030	194.42
D09750	DeVries Info Management				
APMWB	Check	0151409 A	on-site destruction	001-424.0000.63060	55.00
V040	ODP Business Solutions				
APMWB	Check	246631182001	Office Supplies- Legal	001-424.0000.63060	22.77
Dept 424 Total:					272.19
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CL73386	Animal safety fuel Patrol fuel	001-427.0000.64030	335.23
Dept 427 Total:					335.23
Dept: 431 Streets					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	88021	Hose to clean out the striper for traffic.	001-431.0000.63000	76.57
A365	American On-Site Services				
APMWB	Check	461789	Porta Potty Clean out for Street Crew	001-431.0000.68130	60.00
A497	Arrow Construction Supply, Inc				
APMWB	Check	336284	Pour pot with wheels for tach for paving	001-431.0000.63000	240.70
		337782	Measuring wheel for traffic.	001-431.0000.63000	102.14
		336008	Shovels for streets	001-431.0000.63000	116.92
VEN05261	CDA PAVING				
APMWB	Check	70851	Crushed base rock for streets	001-431.0000.68130	54.88
		70792	Dumping Concrete for streets	001-431.0000.68130	484.70
		71195	Crushed base rock for sidewalks on Stagecoach	001-431.0000.68130	60.76
C220	Coleman Oil Co				
APMWB	Check	CL75923	Fuel	001-431.0000.64030	5,946.60
F070	Fire Safety Specialists				
APMWB	Check	25256	Serviced the Vehicle Fire Extinguishers in Stre	001-431.0000.63110	338.80
H070	Harbor Freight Tools				
APMWB	Check	619346	Scrapers for the Sign Shop	001-431.0000.63000	9.95
I110	Idaho Fence Co, Inc.				
APMWB	Check	0022646	Fence rail a broken fence at Stagecoach & Bell	001-431.0000.68150	17.97
VEN01373	Intermountain Sign & Safety				
APMWB	Check	15372	Aluminum Blanks and Breakaway telspar for cr	001-431.0000.63260	388.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	757365	Asphalt for Chicory and Foxglove.	001-431.0000.68130	109.97
		761795	5/8 Top Course Gravel for Stagecoach	001-431.0000.68130	153.37

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	758632	Asphalt for Stagecoach manholes	001-431.0000.68130	351.48
		758985	Asphalt for manholes on Stagecoach	001-431.0000.68130	512.72
		760575	Asphalt for man holes on Stagecoach	001-431.0000.68130	386.56
		759741	Asphalt for Manholes on Stagecoach	001-431.0000.68130	569.56
		757491	Asphalt for Stagecoach	001-431.0000.68130	581.16
		757884	Asphalt for Stagecoach patching.	001-431.0000.68130	696.00
L071	Local Highway Technical Assistance Council- LHTAC				
APMWB	Check	T2562002TCS-2	T Training for Streets	001-431.0000.64020	2,200.00
		T251722ADA-1	ADA Compliance class for streetts	001-431.0000.64020	720.00
		T251922RD-2	Roadway Drainage Training for Matt &Stephen	001-431.0000.64020	120.00
P1001	Pape Machinery				
APMWB	Check	70433801	Rental of Box Scrapper	001-431.0000.67070	3,200.00
R251	Serights Ace Hardware				
APMWB	Check	331230/1	String line reels for streets	001-431.0000.63000	25.18
		331248/1	Wire, putty knife and welder tip for streets	001-431.0000.63000	43.10
		331305/1	Wire strippers and hole saw for sign shop	001-431.0000.63000	26.08
		331628/1	Pink marking flags for Adopt A Streets	001-431.0000.63110	8.98
		331457/1	Sprinkler to repair a citizens one that streets br	001-431.0000.68150	13.49
		331587/1	Brown Tarp for sidewalk repair	001-431.0000.68150	32.39
Dept 431 Total:					17,648.03
Dept: 433 Facility Maintenance					
C220	Coleman Oil Co				
APMWB	Check	CL75923	Fuel	001-433.0000.64030	247.07
L109	Lowe's Credit Services				
APMWB	Check	59095992	Portable ac for City Hall	001-433.0000.68030	646.00
VEN04236	Ramey's Yard Care				
APMWB	Check	142167	bug spray CH	001-433.0000.68010	105.00
R251	Serights Ace Hardware				
APMWB	Check	330983/1	cleaning supplies CH and PD	001-433.0000.63150	24.59
		331304/1	Coat hook for P&R	001-433.0000.63730	4.13
W0226	Walter E Nelson Co				
APMWB	Check	465804	Cleaning products CH and PD	001-433.0000.63150	38.86
		466145	cleaning products for CH and PD	001-433.0000.63150	83.28
		472094	Paper supplies for CH and PD	001-433.0000.63150	357.34
Dept 433 Total:					1,506.27
Dept: 434 Fleet Maintenance					
VEN07171	208Tools				
APMWB	Check	05122278282	Power Steering Puller Set for Fleet	001-434.0000.67090	420.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	87781	Hydraulic hose, Fittings and adapters for S208	001-434.0000.63011	56.21
		87848	Hose and fittings for P455	001-434.0000.63012	348.83
A0001	Alsco				
APMWB	Check	LSPO2528770	Uniforms for Fleet	001-434.0000.63160	172.81
		LSPO2526598	Uniforms for fleet	001-434.0000.63160	112.15
C220	Coleman Oil Co				
APMWB	Check	CL75923	Fuel	001-434.0000.64030	420.29
C3818	Cooper Fabrication, Inc.				
APMWB	Check	23129	Labor to shorten and mount ss pipe for S237	001-434.0000.67170	405.00
N001	Napa Auto Parts				
APMWB	Check	3688-126558	Core Deposit for Battery	001-434.0000.63011	-18.00
		124126	ATF Fluid for S218	001-434.0000.63011	156.96
		3688-164409	Oil Dye for S208	001-434.0000.63011	10.16
		3688-160093	Fuel &Hydraulic Filter	001-434.0000.63011	88.40
		3688-162532	Stripe of wheel kit	001-434.0000.63011	137.82
		3688-162841	Loom for fleet	001-434.0000.63011	137.00
		3688-126531	Battery for S346	001-434.0000.63011	129.24
		3688-126507	Air, Cabin, Fuel, Hydraulic and Oil filters for S3	001-434.0000.63011	119.11
		3688-117674	Fuel Filters for UF200	001-434.0000.63012	60.78
		3688-117019	Dryer Cartridge and hydraulic Filter for P209	001-434.0000.63012	35.42

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
B100	Owen Equipment Company						
	APMWB	Check	00206274 CR		Credit for Hyd adapter and orb for P205	001-434.0000.63012	-35.52
P180	Perfection Tire						
	APMWB	Check	1040773		Tires for A120	001-434.0000.67190	763.44
R251	Serights Ace Hardware						
	APMWB	Check	331635/1		1/8x2x8' Aluminum Bar for Fleet	001-434.0000.63011	73.78
T106	Titan Truck Equipment						
	APMWB	Check	1322097		Tie down straps and ratchet straps for Fleet	001-434.0000.63011	111.24
			1321927		Steps for M112	001-434.0000.90010	395.52
			1323342		Mount for lights on new truck	001-434.0000.90010	1,422.80
W180	Western States Equipment						
	APMWB	Check	IN002027938		Filter and Gasket for S346	001-434.0000.63011	67.24
Dept 434 Total:							5,590.68

Dept: 441 Urban Forestry

VEN14377	Affordable Stump Grinding						
	APMWB	Check	1185		Stump grinding service (multiple locations)	001-441.0000.62040	430.00
C220	Coleman Oil Co						
	APMWB	Check	CL75923		Fuel	001-441.0000.64030	404.93
O050	Oxarc Inc.						
	APMWB	Check	31551658		Argon gas bottle refill	001-441.0000.68220	53.80
R251	Serights Ace Hardware						
	APMWB	Check	331409/1		Chainsaw chaps , Garbage cans and bungee c	001-441.0000.63110	100.00
			331496/1		Aluminum bar stock for wheel chock holders	001-441.0000.67010	22.49
			331444/1		Chisels	001-441.0000.67090	26.97
			331531/1		Small digging tools	001-441.0000.67090	66.50
			331409/1		Chainsaw chaps , Garbage cans and bungee c	001-441.0000.67090	172.65
Dept 441 Total:							1,277.34

Dept: 442 Cemetery

C2961	Cold Spring Granite Company						
	APMWB	Check	RI 1892457		Va plaque Berger	001-442.0000.63760	263.00
C220	Coleman Oil Co						
	APMWB	Check	CL75923		Fuel	001-442.0000.64030	676.11
VEN07745	Memorial Monuments & Vaults Inc						
	APMWB	Check	90032		Becker FD	001-442.0000.63760	161.00
R251	Serights Ace Hardware						
	APMWB	Check	331561/1		Tent repair kit	001-442.0000.67050	14.02
			331708/1		Irrigation	001-442.0000.68230	20.11
Dept 442 Total:							1,134.24

Dept: 443 Parks

A228	A-L Compressed Gases, Inc.						
	APMWB	Check	0003000261		Acetylene for welder	001-443.0000.64030	9.08
A365	American On-Site Services						
	APMWB	Check	461787		4th St. Trailhead Portable	001-443.0000.65050	85.00
			461742		Skate Park Portable	001-443.0000.65050	85.00
			461712		Warren Portable	001-443.0000.65050	85.00
			461737		Singing Hills Portable	001-443.0000.65050	83.87
			461739		Q'emiln Portables	001-443.0000.65050	150.00
			461711		Upper Corbin Portable	001-443.0000.65050	100.00
			461741		Black Bay Portables	001-443.0000.65050	130.00
A5189	Aspen Nursery						
	APMWB	Check	67540		Hanging Baskets for Spokane St.	001-443.0000.68210	5,544.00
VEN14428	Asphalt Pros USA						
	APMWB	Check	1312		Paint Parking Lines at Q'emiln, Falls & White P	001-443.0000.68111	1,700.00
			1306			001-443.0000.68111	2,195.00
			1311		Stripe White Pine Parking	001-443.0000.68111	795.00
VEN14126	B&B Sani Service, LLC						
	APMWB	Check	44596		Q'emiln Septic Pumping	001-443.0000.65050	5,200.00
			44609		Corbin Septic Pumping	001-443.0000.65050	1,040.00

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	44597	Sportsmans Septic Pumping	001-443.0000.65050	520.00
VEN07316	BC Engineers Inc	APMWB	Check	7670	Engineering for Parks Shop Lean-To	001-443.0000.62040	2,280.00
C220	Coleman Oil Co	APMWB	Check	CL75923	Fuel	001-443.0000.64030	4,896.85
C3818	Cooper Fabrication, Inc.	APMWB	Check	23164	Tree Guard Sections for Falls Park	001-443.1658.62330	3,280.00
C410	Country Lock & Key, Inc.	APMWB	Check	9653	Trailhead lock repair	001-443.0000.62180	190.00
F020	Fastenal Company	APMWB	Check	IDCOE160126	Hardware for stock	001-443.0000.67030	581.39
				IDCOE160324	Hardware for Stock	001-443.0000.67030	21.84
				IDCOE160325	Skate Park Hardware	001-443.0000.67050	61.82
I110	Idaho Fence Co, Inc.	APMWB	Check	45785	Fence Post	001-443.0000.63530	17.97
I340	Interstate Concrete & Asphalt	APMWB	Check	740422	Gravel	001-443.0000.68170	209.41
VEN02005	Matheus Lumber Company	APMWB	Check	67694001	Lumber for Lean-to	001-443.0000.94180	48,723.52
VEN09639	McHugh Bromley PLLC	APMWB	Check	1000 3055	Sports Complex well app	001-443.0000.62040	753.50
N1760	North Idaho Hydroseeding, Inc	APMWB	Check	15571	Kiwanis Vandalism	001-443.0000.67050	714.72
				15576	Falls Native Seed Mix	001-443.1658.62330	425.00
VEN14065	North Idaho Pest	APMWB	Check	2022-76	Pest Control	001-443.0000.68215	406.00
P27001	Pineview Horticultural Service	APMWB	Check	25357	Sports Field Grass Seed	001-443.0000.68180	587.50
R1691	River City Paint & Decorating	APMWB	Check	50218	Graffiti Cover-up Paint	001-443.0000.67050	219.95
				50008	Field Paint	001-443.0000.68240	830.98
VEN09319	Rolled Steel Products, Inc	APMWB	Check	295151	Lean-to roof metal	001-443.0000.94180	13,857.37
R251	Serights Ace Hardware	APMWB	Check	331049/1	Gloves for Safety	001-443.0000.63110	11.69
				331350/1	safety gloves, Tools	001-443.0000.63110	10.79
				3331460/1	Return	001-443.0000.67030	-41.20
				331450/1	Hardware for repair, plant fertilizer	001-443.0000.67030	43.35
				331371/1	Hardware	001-443.0000.67030	5.20
				331137/1	Kiwanis Light	001-443.0000.67030	8.63
				331533/1	Hardware for stock	001-443.0000.67030	16.62
				331321/1	Hardware for P120	001-443.0000.67030	18.52
				331067/1	Pump Track	001-443.0000.67030	44.77
				331185/1	Pump track	001-443.0000.67050	36.26
				331350/1	safety gloves, Tools	001-443.0000.67090	35.27
				331450/1	Hardware for repair, plant fertilizer	001-443.0000.68200	33.82
				330937/1	Irrigation parts	001-443.0000.68230	63.12
				331263/1	Landings	001-443.0000.94180	50.38
S135	Shenango Screenprinting, Inc.	APMWB	Check	1312	Ticket Booth Sign	001-443.0000.63260	29.99
A565	SiteOne Landscape Supply, LLC	APMWB	Check	118781472-001	Irrigation for Tullamore North Parking	001-443.0000.68230	2,056.41
				120030843-001	Black Bay Irrigation	001-443.0000.68230	359.98
				119339635-001	City Hall Irrigation	001-443.0000.68230	136.64
				v	Irrigation repair	001-443.0000.68230	128.55
				119856851-001	Freeway Corner Water Feature Irrigation Part	001-443.0000.68230	103.96
				118781472-001	Irrigation for Tullamore North Parking	001-443.0000.68230	41.65
VEN08038	United Rentals (North America), Inc	APMWB	Check	206853002-001	Skid Steer Auger Rental	001-443.0000.67070	104.57
W0226	Walter E Nelson Co	APMWB	Check	471274	Cleaning supplies	001-443.0000.63150	248.98

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	472070	Graffiti Wipes	001-443.0000.63150	111.46
		471469	Cleaning Supplies	001-443.0000.63150	255.32
Dept 443 Total:					99,694.50
Dept: 444 Parks - Construction					
VEN14569	Masuen Consulting, LLC				
APMWB	Check	7496	Evaluate & create grading plan for Crown Point	001-444.0000.94180	7,950.00
S135	Shenango Screenprinting, Inc.				
APMWB	Check	1333	Landings	001-444.0000.94180	69.90
Dept 444 Total:					8,019.90
Dept: 445 Recreation					
A549	A to Z Rentals				
APMWB	Check	481139-6 a	Bridal Tour 30" rounds -damage waiver	001-445.0000.63080	6.12
V040	ODP Business Solutions				
APMWB	Check	248645383001	Return 4 Reams Lilac Copy Paper- Received	001-445.0000.66050	-32.00
S400	Super 1 Foods				
APMWB	Check	03-04-22	Cookies for Parents Meeting	001-445.0000.63080	5.98
		11-12-21	River City Tournament Referee Snacks	001-445.0000.63080	40.70
Dept 445 Total:					20.80
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	82581	Utility Billing and Delinquent notices	001-452.0000.62040	50.00
C220	Coleman Oil Co				
APMWB	Check	CL75923	Fuel	001-452.0000.64030	848.16
Dept 452 Total:					898.16
Dept: 453 Engineering					
C220	Coleman Oil Co				
APMWB	Check	CL75923	Fuel	001-453.0000.64030	322.45
J105	J-U-B Engineers, Inc.				
APMWB	Check	0153397	Professional/Contracts	001-453.0000.62040	1,138.20
Dept 453 Total:					1,460.65
Dept: 481 Capital Improvements/Contracts					
A281	Allied Fire & Security				
APMWB	Check	1195475	Fire alarm monitoring	001-481.0000.68390	171.57
S55000	Bureau of Occupational License				
APMWB	Check	H001705-2022	Idaho Elevator Program	001-481.0000.68060	125.00
Dept 481 Total:					296.57
Fund 001 Total:					228,387.86
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
A6000	Rehn & Associates, Inc.				
APMWB	Check	IN0000159594	COBRA Notices	003-482.0000.62160	125.00
S400	Super 1 Foods				
APMWB	Check	07-2419014	Wellness Event	003-482.4000.73000	32.44
		02-1455414		003-482.4000.73000	113.62
Dept 482 Total:					271.06
Fund 003 Total:					271.06
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
M2005	Motorola Solutions				
APMWB	Check	8281381600	Remote speaker microphone	008-426.0000.67020	928.00
		8230323053	Spillman maintenance	008-426.0000.67290	629.02
		8230327926	Credit for previously paid maintenance charge	008-426.0000.67290	-629.02

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	8230323036	Spillman maintenance	008-426.0000.67290	35,600.46
		CM0004117	Credit for previously paid maintenance charge	008-426.0000.67290	-35,600.46
Dept 426 Total:					928.00
Fund 008 Total:					928.00

Fund: 023 - SPECIAL EVENTS

Dept: 446 Special Events

B2010	Bill Bozly				
APMWB	Check	5.19.22	Post Falls Festival Music	023-446.1601.62040	450.00
VEN14613	Chris Moyer				
APMWB	Check	Market & Music 22	Market & Music - for July 27	023-446.1605.34107	1,200.00
VEN14599	Huth Sound & Video LLC				
APMWB	Check	5.19.22	Post Falls Festival Sound	023-446.1601.62040	3,000.00
VEN14612	Isaac Walton				
APMWB	Check	5.19.22	Market & Music plays July 20	023-446.1605.34107	1,000.00
VEN14611	Justyn Priest				
APMWB	Check	5.19.22	Market & Music plays Aug 10	023-446.1605.34107	900.00
VEN14600	Northern Soul Production				
APMWB	Check	5.19.22	Market and Music Band	023-446.1605.34107	2,500.00
VEN14610	Russ Reese				
APMWB	Check	5.19.22	Post Falls Festival Music - Payment	023-446.1605.34107	500.00
S400	Super 1 Foods				
APMWB	Check	06-3607959	Ice for Shoes and Brews 10/2/21	023-446.1602.63000	51.80
Dept 446 Total:					9,601.80
Fund 023 Total:					9,601.80

Fund: 037 - STREETS IMPACT FEES

Dept: 431 Streets

J105	J-U-B Engineers, Inc.				
APMWB	Check	0153278	Ci-Spokane St to Prairie Ave	037-431.0000.95134	17,811.30
		0153393	PF/Poleline Ave & Cecil Rd Roundabout	037-431.0000.95137	10,460.40
				037-431.0000.95138	435.40
VEN14615	Upper Columbia Mission Society of Seventh-day Adventists				
APMWB	Check	6.8.22	Acquisition for ROW for Poleline & Cecil Roundabout	037-431.0000.95137	20,974.64
Dept 431 Total:					49,681.74
Fund 037 Total:					49,681.74

Fund: 038 - PARKS IMPACT FEES

Dept: 443 Parks

VEN12724	Civitas, Inc				
APMWB	Check	25546	Black Bay Park Design & Construction Documents	038-443.0000.94070	1,776.25
C410	Country Lock & Key, Inc.				
APMWB	Check	9658	Black Bay Vault Restroom	038-443.0000.94070	175.00
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	4885	Tullamore Sports Complex Phase 1	038-443.0000.94165	120,730.28
Dept 443 Total:					122,681.53
Fund 038 Total:					122,681.53

Fund: 650 - RECLAIMED WATER OPERATING

Dept: 463 Wastewater Operating

A1395	Advanced Compressor & Hose Inc				
APMWB	Check	87678	Hydraulic Adapters for T204	650-463.0000.67170	28.52
A424	Anatek Labs, Inc.				
APMWB	Check	2208415	BLM- Spokane River	650-463.0000.68360	330.00
C064	Cascade Columbia Distribution				
APMWB	Check	838368	Hydrated Lime	650-463.0000.68025	845.75
C220	Coleman Oil Co				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	CL75923	Fuel	650-463.0000.65005	529.62
VEN03982	Dally Environmental LLC						
		APMWB	Check	2618	Consulting support for SRSP services in May	2650-463.0000.62040	502.81
G098	Grainger						
		APMWB	Check	9300324861	Drench Hose & Gloves	650-463.0000.63400	544.30
H030	Hach Company						
		APMWB	Check	13068623	Nitrate, TNT + HR	650-463.0000.63400	173.62
				13070910	FULL CONTAINER SHUT-OFF	650-463.0000.63400	303.52
I129	Idaho Rural Water Assoc.						
		APMWB	Check	21293	IRWA Annual Dues 7/22 - 6/23	650-463.0000.64020	570.00
I2731	Inland Environmental Resources						
		APMWB	Check	2022-0696	mag order 6/22	650-463.0000.63008	7,194.00
				2022-0715	poly 5/31/22	650-463.0000.63480	8,492.00
N001	Napa Auto Parts						
		APMWB	Check	3688-126563	Silicone heater hose for T205	650-463.0000.67170	18.00
				3688-165239	Oil Filter for T116	650-463.0000.67170	12.58
N040	NCL of Wisconsin, Inc.						
		APMWB	Check	471088	test kits	650-463.0000.63400	676.74
V040	ODP Business Solutions						
		APMWB	Check	243898016001	Office Supplies- Water/Wastewater	650-463.0000.63060	21.69
B100	Owen Equipment Company						
		APMWB	Check	00106311	Hydraulic Cartridge for T204	650-463.0000.67170	245.57
P079	Panhandle Health District						
		APMWB	Check	5700 5.18.22	Hep A & Hep B Vaccine - Garrett Battey	650-463.0000.63110	175.00
R251	Serights Ace Hardware						
		APMWB	Check	331299/1	Lime-Rust Remover, Super Glue, Bolts	650-463.0000.68025	28.33
				331311/1	plumbing supplies	650-463.0000.68025	14.18
S275	Solar Eclipse						
		APMWB	Check	43927	Rockchip Repair on T118	650-463.0000.67170	34.95
T11390	T-O Engineers, Inc.						
		APMWB	Check	210756-7	Hydrogeo Phase II	650-463.0000.62040	1,121.10
W0226	Walter E Nelson Co						
		APMWB	Check	472062	Science Kimwipes	650-463.0000.63400	109.69
Dept 463 Total:							21,971.97

Dept: 466 Wastewater - Collections

C220	Coleman Oil Co						
		APMWB	Check	CL75923	Fuel	650-466.0000.65005	1,945.26
C3090	Columbia Electric Supply						
		APMWB	Check	1120-1008647	level transducer	650-466.0000.63006	1,872.00
D070	Dell Marketing LP						
		APMWB	Check	10587946500	Optiplex 7090 Tower	650-466.0000.80010	1,067.14
K037	Hotstart Sales						
		APMWB	Check	CD99505189	HTR 1.5kW 240V 80-100F	650-466.0000.68021	82.92
R251	Serights Ace Hardware						
		APMWB	Check	331390/1	Lantern Battery	650-466.0000.63330	46.76
Dept 466 Total:							5,014.08

Dept: 468 Wastewater - Surface Water

C220	Coleman Oil Co						
		APMWB	Check	CL75923	Fuel	650-468.0000.65005	809.61
R251	Serights Ace Hardware						
		APMWB	Check	331389/1	Spark Plug, AutoCut 25-2	650-468.0000.68380	25.90
S460	Spray Center Electronics, Inc.						
		APMWB	Check	263226	sprayer valve	650-468.0000.68380	211.69
Dept 468 Total:							1,047.20

Fund 650 Total: 28,033.25

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

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>J105</u>	J-U-B Engineers, Inc.				
APMWB	Check	<u>0153339</u>	Consulting services for WRF Facility Planning	651-463.3209.95500	14,623.03
		<u>0153457</u>	WRF Tertiary Invoice June 2022	651-463.3213.90015	145,196.48
<u>P050</u>	Panhandle Area Council				
APMWB	Check	<u>25-PFLM</u>	PAC - Invoice 25 - WRF Tertiary Project	651-463.3213.90015	1,871.00
<u>VEN08038</u>	United Rentals (North America), Inc				
APMWB	Check	<u>206155645-001</u>	Roller 24-33" Walk behind Pad	651-463.6505.95520	836.10
Dept 463 Total:					162,526.61
Fund 651 Total:					162,526.61

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

<u>J105</u>	J-U-B Engineers, Inc.				
APMWB	Check	<u>0153278</u>	Ci-Spokane St to Prairie Ave	652-463.3220.95520	6,750.78
<u>T11390</u>	T-O Engineers, Inc.				
APMWB	Check	<u>200143-25</u>	Ponderosa Lift Station Invoice #25	652-463.3214.95520	22,166.20
Dept 463 Total:					28,916.98
Fund 652 Total:					28,916.98

Fund: 700 - SANITATION
 Dept: 461 Sanitation

<u>K100</u>	Kootenai County Solid Waste				
APMWB	Check	<u>33-77010</u>	Inert fill debris	700-461.0000.65050	22.95
<u>C115</u>	Northwest Waste and Recycling				
APMWB	Check	<u>6.14.22</u>	Sanitation Monthly Contract	700-461.0000.62042	298,636.04
<u>VEN02385</u>	Prairie Transfer Station				
APMWB	Check	<u>05-67508</u>	General Refuse	700-461.0000.65050	8.45
		<u>05-80842</u>		700-461.0000.65050	17.55
		<u>05-73939</u>	Big Can Refuse	700-461.0000.65050	27.30
Dept 461 Total:					298,712.29
Fund 700 Total:					298,712.29

Fund: 750 - WATER OPERATING
 Dept: 462 Water Operating

<u>A090</u>	Accurate Testing Labs LLC				
APMWB	Check	<u>123444</u>	Drinking Water Testing	750-462.0000.68360	1,255.00
		<u>123443</u>	Radium, Alpha Activity & Uranium Tests for W	750-462.0000.68360	410.00
<u>A1395</u>	Advanced Compressor & Hose Inc				
APMWB	Check	<u>87865</u>	Tools for Tapping Machine Set up	750-462.0000.67020	947.27
<u>VEN14124</u>	Badger Meter, Inc.				
APMWB	Check	<u>80099566</u>	Beacon MBL Hosting Ser Unit	750-462.0000.66012	24.06
<u>VEN04268</u>	Coeur d'Alene Garbage Service				
APMWB	Check	<u>1500627</u>	Recycling Bin	750-462.0000.65050	61.00
<u>C220</u>	Coleman Oil Co				
APMWB	Check	<u>CL75923</u>	Fuel	750-462.0000.64030	2,061.38
<u>H215</u>	Core & Main LP				
APMWB	Check	<u>Q885354</u>	7/8 Hole Saw	750-462.0000.63280	75.64
		<u>Q844543</u>	4" AC Kit & Gripping	750-462.0000.63280	484.80
		<u>Q857686</u>	Shop Stock	750-462.0000.63280	644.76
<u>VEN06511</u>	East Greenacres Irrigation Water Shut-offs				
APMWB	Check	<u>6.1.22</u>	10 water shut offs 5.26.22	750-462.3317.33610	350.00
<u>G098</u>	Grainger				
APMWB	Check	<u>9282678771</u>	Combination Padlock: Scrolling Combo Padloc	750-462.0000.63280	94.92
<u>N001</u>	Napa Auto Parts				
APMWB	Check	<u>3688-132178</u>	12/6/2 AMP 12 V Battery	750-462.0000.63280	59.99
		<u>112770</u>	Hookpik & Ratchet - Past Due Invoice 9/15/202	750-462.0000.67020	89.77
		<u>3688-113916</u>	Truck Tools	750-462.0000.67020	329.36
<u>P180</u>	Perfection Tire				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount	
	Bank Code	Payment Type				
	APMWB	Check	1041357	Tires for W114	750-462.0000.67170	1,149.28
P310		Platt Electric Supply				
	APMWB	Check	2W03994	HEAT SHRINK TUBING	750-462.0000.63280	74.22
R2175		Ross Point Water				
	APMWB	Check	6.1.22	1 water shut off 5.26.22	750-462.3317.33610	35.00
R251		Serights Ace Hardware				
	APMWB	Check	331285/1	Water Shop Supplies	750-462.0000.63280	54.98
			331689/1	TUBE SAND QUIKRETE 60#	750-462.0000.63280	39.52
			331692/1	Water - Emergency Water Shut Down	750-462.0000.63280	10.75
			331697/1		750-462.0000.63280	4.76
			331693/1		750-462.0000.63280	4.76
			331696/1		750-462.0000.63280	4.13
			331694/1		750-462.0000.63280	4.13
			331695/1	Credit Memo - Spring Water	750-462.0000.63280	-10.75
			331117-1	Office Bug Repellant, 7" Plier	750-462.0000.68010	34.35
T106		Titan Truck Equipment				
	APMWB	Check	1326432	Battery box	750-462.0000.90040	345.76
W180		Western States Equipment				
	APMWB	Check	IN001893775	Kit- Radiator	750-462.0000.68025	89.67
Dept 462 Total:					8,728.51	
Fund 750 Total:					8,728.51	
Report Total:					938,469.63	



Fund	Account	Amount
001 - GENERAL FUND		
	001-22110	527.08
	001-22115	34,000.00
	001-22150	2,000.00
	001-412.0000.66014	9,777.60
	001-412.0000.66180	8,610.00
	001-414.0000.62040	55.00
	001-414.0000.63060	313.72
	001-414.1445.62170	5,110.59
	001-414.1445.62190	3,098.32
	001-415.0000.62000	52.06
	001-421.0000.62040	3,475.00
	001-421.0000.62260	26.00
	001-421.0000.63060	170.00
	001-421.0000.63500	1,894.00
	001-421.0000.63920	2,344.92
	001-421.0000.64030	7,802.43
	001-421.0000.66043	760.00
	001-421.0000.67020	4,544.63
	001-421.0000.67100	920.38
	001-421.0000.67170	268.80
	001-421.0000.67190	1,671.92
	001-421.4000.72000	973.23
	001-423.1153.68400	1,837.62
	001-424.0000.63060	77.77
	001-424.0000.64030	194.42
	001-427.0000.64030	335.23
	001-431.0000.63000	640.64
	001-431.0000.63110	347.78
	001-431.0000.63260	388.00
	001-431.0000.64020	3,040.00
	001-431.0000.64030	5,946.60
	001-431.0000.67070	3,200.00
	001-431.0000.68130	4,021.16
	001-431.0000.68150	63.85
	001-433.0000.63150	504.07
	001-433.0000.63730	4.13
	001-433.0000.64030	247.07
	001-433.0000.68010	105.00
	001-433.0000.68030	646.00
	001-434.0000.63011	1,069.16
	001-434.0000.63012	409.51
	001-434.0000.63160	284.96
	001-434.0000.64030	420.29
	001-434.0000.67090	420.00
	001-434.0000.67170	405.00
	001-434.0000.67190	763.44
	001-434.0000.90010	1,818.32
	001-441.0000.62040	430.00
	001-441.0000.63110	100.00
	001-441.0000.64030	404.93
	001-441.0000.67010	22.49
	001-441.0000.67090	266.12
	001-441.0000.68220	53.80
	001-442.0000.63760	424.00
	001-442.0000.64030	676.11
	001-442.0000.67050	14.02

001-442.0000.68230	20.11
001-443.0000.62040	3,033.50
001-443.0000.62180	190.00
001-443.0000.63110	22.48
001-443.0000.63150	615.76
001-443.0000.63260	29.99
001-443.0000.63530	17.97
001-443.0000.64030	4,905.93
001-443.0000.65050	7,478.87
001-443.0000.67030	699.12
001-443.0000.67050	1,032.75
001-443.0000.67070	104.57
001-443.0000.67090	35.27
001-443.0000.68111	4,690.00
001-443.0000.68170	209.41
001-443.0000.68180	587.50
001-443.0000.68200	33.82
001-443.0000.68210	5,544.00
001-443.0000.68215	406.00
001-443.0000.68230	2,890.31
001-443.0000.68240	830.98
001-443.0000.94180	62,631.27
001-443.1658.62330	3,705.00
001-444.0000.94180	8,019.90
001-445.0000.63080	52.80
001-445.0000.66050	-32.00
001-452.0000.62040	50.00
001-452.0000.64030	848.16
001-453.0000.62040	1,138.20
001-453.0000.64030	322.45
001-481.0000.68060	125.00
001-481.0000.68390	171.57
Fund 001 Total:	228,387.86
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62160	125.00
003-482.4000.73000	146.06
Fund 003 Total:	271.06
008 - 911 SUPPORT	
008-426.0000.67020	928.00
008-426.0000.67290	0.00
Fund 008 Total:	928.00
023 - SPECIAL EVENTS	
023-446.1601.62040	3,450.00
023-446.1602.63000	51.80
023-446.1605.34107	6,100.00
Fund 023 Total:	9,601.80
037 - STREETS IMPACT FEES	
037-431.0000.95134	17,811.30
037-431.0000.95137	31,435.04
037-431.0000.95138	435.40
Fund 037 Total:	49,681.74
038 - PARKS IMPACT FEES	
038-443.0000.94070	1,951.25
038-443.0000.94165	120,730.28
Fund 038 Total:	122,681.53
650 - RECLAIMED WATER OPERATING	
650-463.0000.62040	1,623.91
650-463.0000.63008	7,194.00
650-463.0000.63060	21.69
650-463.0000.63110	175.00
650-463.0000.63400	1,807.87
650-463.0000.63480	8,492.00
650-463.0000.64020	570.00
650-463.0000.65005	529.62
650-463.0000.67170	339.62
650-463.0000.68025	888.26

	650-463.0000.68360	330.00	
	650-466.0000.63006	1,872.00	
	650-466.0000.63330	46.76	
	650-466.0000.65005	1,945.26	
	650-466.0000.68021	82.92	
	650-466.0000.80010	1,067.14	
	650-468.0000.65005	809.61	
	650-468.0000.68380	237.59	
	Fund 650 Total:	28,033.25	
651 - RECLAIMED WATER CAPITAL - WWTP			
	651-463.3209.95500	14,623.03	
	651-463.3213.90015	147,067.48	
	651-463.6505.95520	836.10	
	Fund 651 Total:	162,526.61	
652 - RECLAIMED WATER CAPITAL - COLLECTOR			
	652-463.3214.95520	22,166.20	
	652-463.3220.95520	6,750.78	
	Fund 652 Total:	28,916.98	
700 - SANITATION			
	700-461.0000.62042	298,636.04	
	700-461.0000.65050	76.25	
	Fund 700 Total:	298,712.29	
750 - WATER OPERATING			
	750-462.0000.63280	1,546.61	
	750-462.0000.64030	2,061.38	
	750-462.0000.65050	61.00	
	750-462.0000.66012	24.06	
	750-462.0000.67020	1,366.40	
	750-462.0000.67170	1,149.28	
	750-462.0000.68010	34.35	
	750-462.0000.68025	89.67	
	750-462.0000.68360	1,665.00	
	750-462.0000.90040	345.76	
	750-462.3317.33610	385.00	
	Fund 750 Total:	8,728.51	
	Report Total:	938,469.63	

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 06.22.22

6/3/2022	\$ 60.24	87970 American On-Site Services	Past due	001-431.0000.68130
6/3/2022	\$ 333.07	87971 AT&T Mobility	Pay Before Due Date	Various
6/3/2022	\$ 1,321.09	87972 Avista Utilities	Pay Before Due Date	Various
6/3/2022	\$ 134.98	87973 Charter Communications	Pay Before Due Date	001-443.0000.65030
6/3/2022	\$ 159.98	87974 Charter Communications	Pay Before Due Date	001-443.0000.65031
6/3/2022	\$ 42.21	87975 H & H Business Systems, Inc.	Pay Before Due Date	001-431.0000.63060
6/3/2022	\$ 29,644.14	87976 Kootenai Electric	Pay Before Due Date	Various
6/3/2022	\$ 1,272.96	87978 One Call Concepts	Pay Before Due Date	Various
6/3/2022	\$ 120.00	87979 Ross Point Water	Pay Before Due Date	Various
6/3/2022	\$ 215.22	87980 Verizon Wireless	Pay Before Due Date	001-443.0000.65030
6/3/2022	\$ 120.03	87981 Verizon Wireless	Pay Before Due Date	001-453.0000.65030
6/3/2022	\$ 80.02	87982 Verizon Wireless	Pay Before Due Date	001-452.0000.65030
6/3/2022	\$ 120.03	87983 Verizon Wireless	Pay Before Due Date	001-424.0000.65030
6/3/2022	\$ 1.42	87984 Verizon Wireless	Pay Before Due Date	650-463.0000.65030
6/3/2022	\$ 200.19	87985 Verizon Wireless	Pay Before Due Date	Various
6/3/2022	\$ 360.09	87986 Verizon Wireless	Pay Before Due Date	Various
6/10/2022	\$ 500.00	87997 Bill Bozly	Pay Before Due Date	023-446.1601.62040
6/10/2022	\$ 6,350.89	87998 City of Post Falls Utilities	Pay Before Due Date	Various
6/10/2022	\$ 44.91	87999 AT&T LongDistance	Pay Before Due Date	001-445.0000.65030
6/10/2022	\$ 730.10	88000 AT&T Mobility	Pay Before Due Date	650-466.0000.65030
6/10/2022	\$ 72,920.62	88001 Avista Utilities	Pay Before Due Date	Various
6/10/2022	\$ 7,245.55	88002 Avista Utilities	Pay Before Due Date	Various
6/10/2022	\$ 159.98	88003 Charter Communications	Pay Before Due Date	001-421.0000.65030
6/10/2022	\$ 1,194.22	88004 H & H Business Systems, Inc.	Pay Before Due Date	Various
6/10/2022	\$ 396.74	88005 Idaho State Tax Commission	Pay Before Due Date	001-22095
6/10/2022	\$ 316.38	88006 Kootenai Electric	Pay Before Due Date	001-421.0000.65021
6/10/2022	\$ 1,343.40	88007 Ricoh USA Inc.	Pay Before Due Date	Various
6/10/2022	\$ 617.61	88008 Spectrasite Communications	Past Due	001-421.0000.62040
6/10/2022	\$ 163.50	88009 Zply Fiber	Pay Before Due Date	001-421.0000.65030
6/10/2022	\$ 616.00	88010 Zply Fiber	Pay Before Due Date	001-421.0000.65030
	\$ 126,785.57			

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: JUNE 21, 2022**

DATE: JUNE 21, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN – CITY ENGINEER
SUBJECT: WHISKEY FLATS 2ND ADDITION 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 Whiskey Flats 2nd Addition 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.

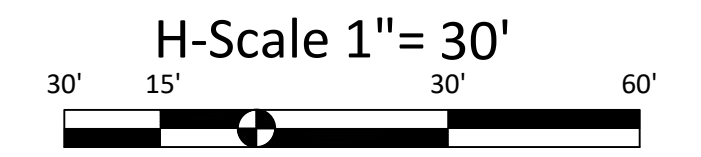
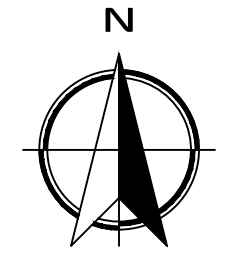
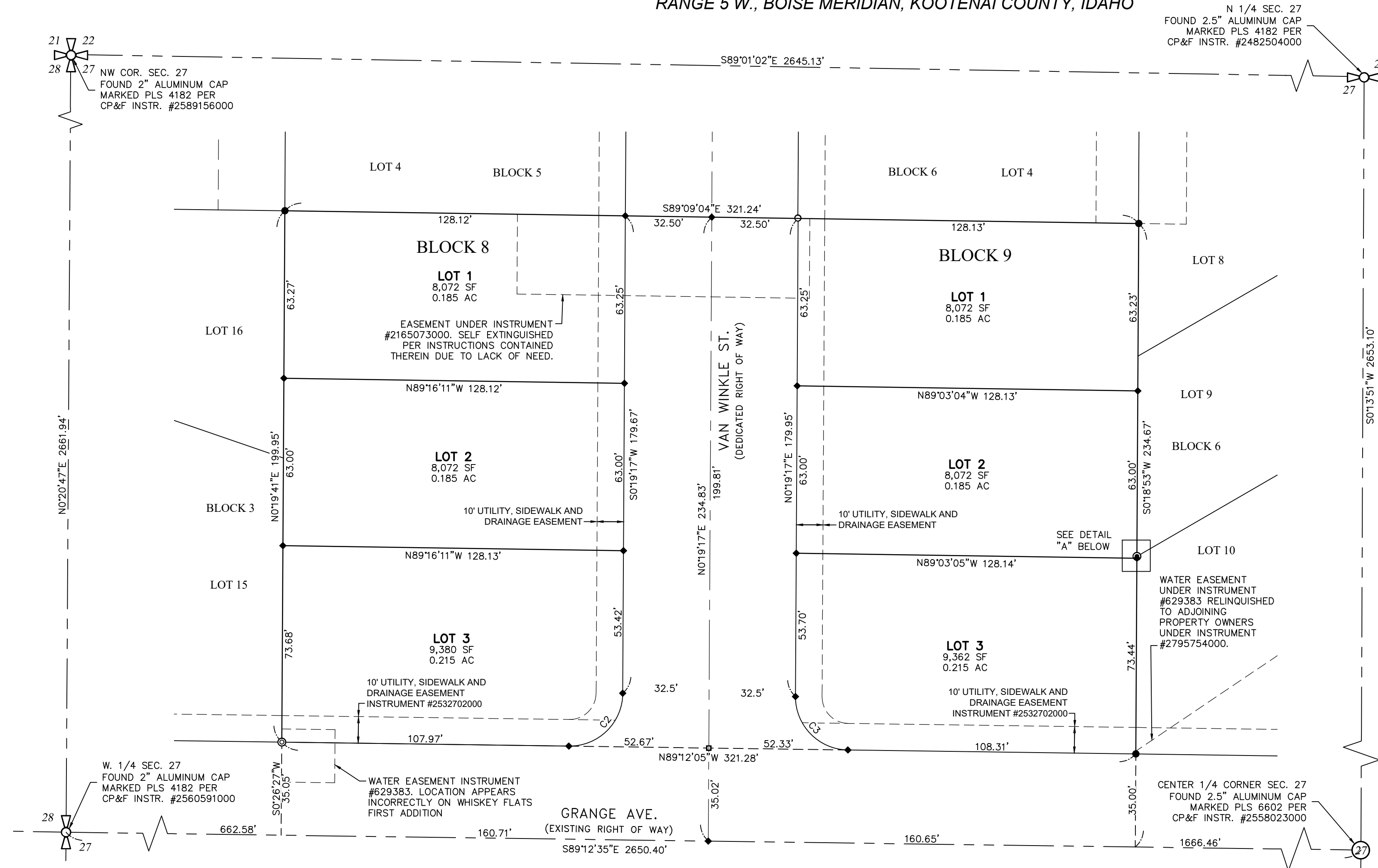
FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

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.

WHISKEY FLATS 2ND ADDITION

RE-PLAT OF WHISKEY FLATS 1ST ADDITION, LOT 1 BLOCK 7, LYING IN THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 5 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



LEGEND

- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP L.S. 4182
- ◇ FOUND 1/2" REBAR WITH NO CAP AND BENT (SHOT AT BASE OF POST)
- ◆ SET 1/2" REBAR WITH YELLOW PLASTIC CAP L.S. 9367
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP, P.L.S. 9367
- ⊙ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP L.S. 4182
- ⊕ FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP L.S. # ILLEGIBLE
- CALCULATED POSITION, NOTHING FOUND OR SET
- # CENTER SECTION CORNER AS NOTED
- ⊖ E-W 1/4 SECTION CORNER AS NOTED
- ⊗ N-S 1/4 SECTION CORNER AS NOTED
- ⊕ SECTION CORNER AS NOTED
- CP&F CORNER PERPETUATION & FILING RECORD (WITH INSTRUMENT NO.)
- T.P.O.B. TRUE POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY

REFERENCES

- IN RECORDS OF KOOTENAI COUNTY, IDAHO:
- R-1 PLAT OF WHISKEY FLATS 1ST ADDITION BY DAVID SHUMANN, RECORDED UNDER BOOK L OF PLATS ON PAGE 205-205A UNDER INSTRUMENT NO. 2621878000

BASIS OF BEARING

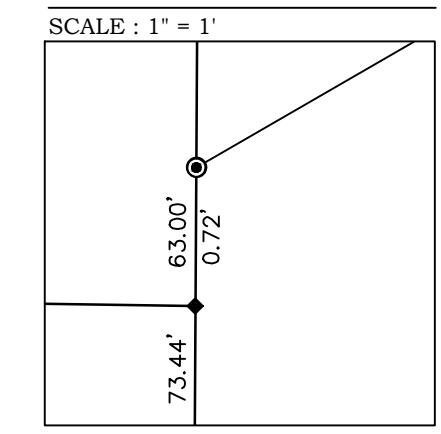
AS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE, (1103) - US SURVEY FEET. THE PROJECT COORDINATES WERE DERIVED FROM NGS OPUS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011) (EPOCH: 2010.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GROUND USING A COMBINED ADJUSTMENT FACTOR (CAF) OF 1.00006528. A CONVERGENCE ANGLE OF -00°53'46" SHOULD BE USED TO CONVERT GRID BEARINGS TO GEODETIC.

SURVEYORS NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO RE-PLAT THE PLAT OF WHISKEY FLATS 1ST ADDITION BY DAVID SHUMANN, RECORDED UNDER BOOK L OF PLATS ON PAGE 205 UNDER INSTRUMENT NUMBER 262187000 (R-1).

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CRD. DIST.	CHORD
C2	20.00'	90°28'38"	31.58'	28.40'	N45°33'36"E
C3	20.00'	89°31'22"	31.25'	28.17'	S44°26'24"E

DETAIL A



NOTES

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



WHISKEY FLATS 2ND ADDITION			
WHISKEY FLATS 1ST ADD, LOT 1 BLOCK 7, LYING IN THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 5 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO			
DATE SURVEYED: 07-21-2021	DRAFTED BY: ATM	PLOT DATE: 10-25-2021	SHEET 1
FILE NAME: 21-187 FINAL PLAT	CHECKED BY: CJJ	PROJECT No.: 21-187	1

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

WHISKEY FLATS 2ND ADDITION

RE-PLAT OF WHISKEY FLATS 1ST ADDITION, LOT 1 BLOCK 7, LYING IN THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 5 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____
INST.# _____

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT DONALD R. SMOCK, A SINGLE MAN, HEREBY CERTIFIES THAT HE OWNS THE PROPERTY HEREINAFTER DESCRIBED AND INCLUDES SAID PROPERTY IN A PLAT TO BE KNOWN AS "WHISKEY FLATS 2ND ADDITION":

SAID PROPERTY BEING DESCRIBED AS: LOT 1 BLOCK 7, WHISKEY FLATS 1ST ADDITION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN BOOK "L" OF PLATS, PAGE 205, RECORDS OF KOOTENAI COUNTY, IDAHO.

RIGHT-OF-WAY AS SHOWN HEREON, KNOWN AS VAN WINKLE STREET IS HEREBY DEDICATED TO THE PUBLIC IN THE NAME OF THE CITY OF POST FALLS;

10 FOOT UTILITY, SIDEWALK AND DRAINAGE EASEMENTS, AS SHOWN HEREON, ADJACENT TO VAN WINKLE STREET, IS HEREBY GRANTED TO THE PUBLIC IN THE NAME OF THE CITY OF POST FALLS;

DIRECT ACCESS TO GRANGE AVENUE FROM LOT 3, BLOCK 8 AND LOT 3, BLOCK 9 IS PROHIBITED;

LOTS 1 - 3, BLOCK 8 AND LOTS 1 - 3, BLOCK 9 ARE TO BE ADDED TO THE WHISKEY FLATS HOMEOWNER'S ASSOCIATION BY DOCUMENT UNDER INSTRUMENT # _____;

COMMON AREA SWALES AND LANDSCAPING ALONG THE RIGHT-OF-WAY GRANGE AVENUE SHALL BE IRRIGATED AND MAINTAINED BY THE WHISKEY FLATS HOMEOWNER'S ASSOCIATION.

SEWER TO BE PROVIDED BY THE CITY OF POST FALLS;

DOMESTIC WATER SERVICE TO BE SUPPLIED BY EAST GREENACRES WATER DISTRICT.

DONALD R. SMOCK

NOTARY PUBLIC

ACKNOWLEDGMENT)
STATE OF _____) S.S.
COUNTY OF _____)

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, IN THE YEAR OF 20____, BY DONALD R. SMOCK, A SINGLE MAN

NOTARY PUBLIC : _____

MY COMMISSION EXPIRES : _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THIS _____ DAY OF _____, 20____, THAT THE REQUIRED TAXES ON THE HEREIN PLATTED LAND HAVE BEEN PAID THROUGH _____

KOOTENAI COUNTY TREASURER

PANHANDLE HEALTH DISTRICT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QIPE) REPRESENTING THE CITY OF POST FALLS AND THE ROSS POINT WATER DISTRICT AND THE QIPE'S APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

PANHANDLE HEALTH DISTRICT

DATE _____

CITY COUNCIL APPROVAL

THIS PLAT IS HEREBY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF POST FALLS, IDAHO, THIS _____ DAY OF _____, 20____.

CITY OF POST FALLS, MAYOR
RONALD G. JACOBSON

CITY OF POST FALLS, CLERK
SHANNON HOWARD

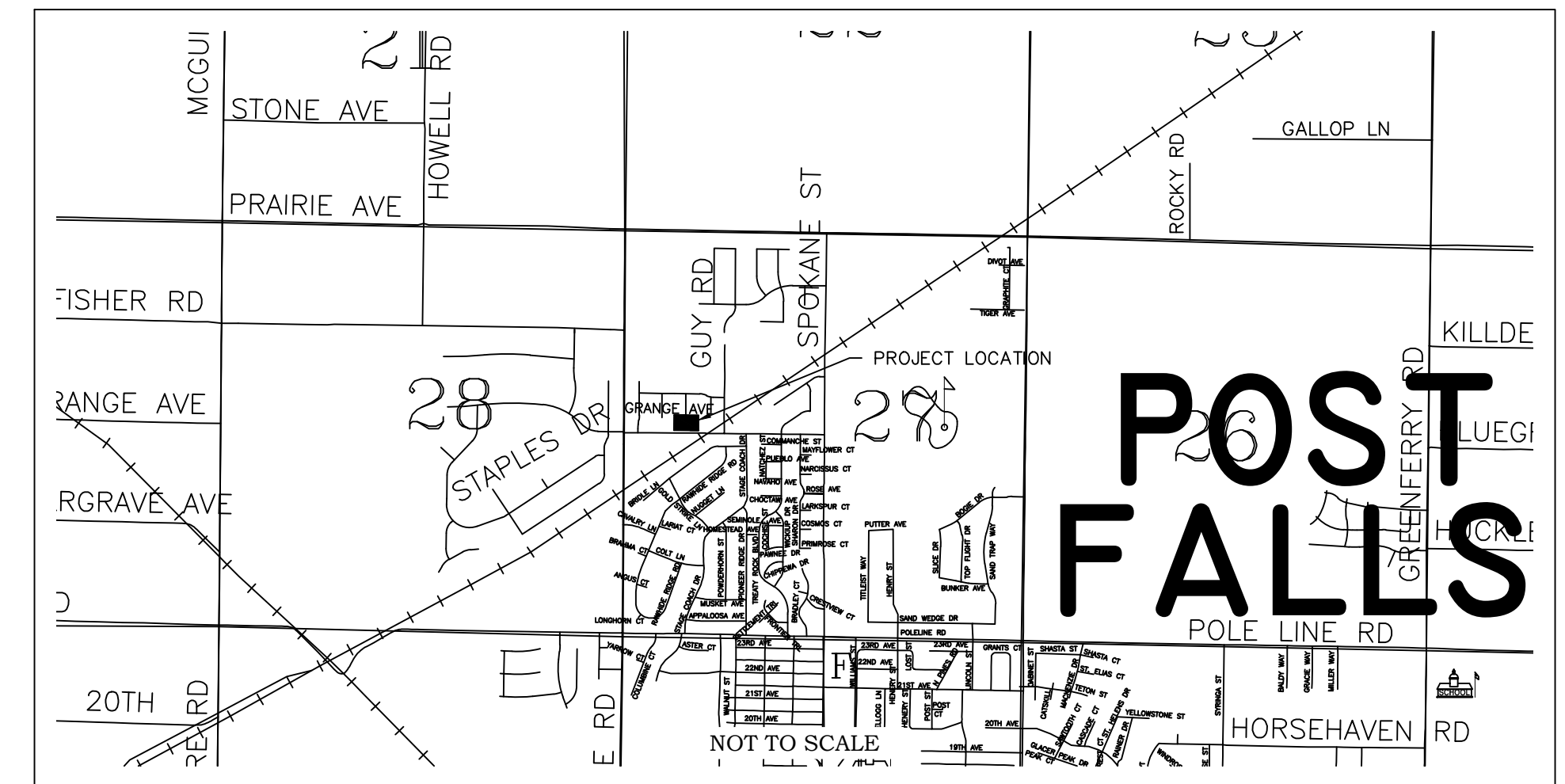
CITY ENGINEER APPROVAL

I HEREBY CERTIFY THAT I HAVE EXAMINED, ACCEPTED AND APPROVED THIS PLAT, THIS _____ DAY OF _____, 20____.

WILLIAM F. MELVIN
CITY OF POST FALLS, ENGINEER

PE #8203

VICINITY MAP



RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY, IDAHO THIS _____ DAY OF _____, 20____, AT _____ M. AND DULY RECORDED IN BOOK _____ OF PLATS AT PAGE(S) _____ AND UNDER INSTRUMENT NO. _____ AT THE REQUEST OF _____.

JIM BRANNON, KOOTENAI COUNTY RECORDER

FEE PAID _____

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND APPROVE THE SAME FOR RECORDING THIS _____ DAY OF _____, 20____.

RODNEY E. JONES PLS 12463
KOOTENAI COUNTY SURVEYOR



SURVEYOR'S CERTIFICATE

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

CHAD J. JOHNSON PLS 9367

DATE _____

	WHISKEY FLATS 2ND ADDITION				
	WHISKEY FLATS 1ST ADD, LOT 1 BLOCK 7, LYING IN THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 27, TOWNSHIP 51 N., RANGE 5 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO				
DATE SURVEYED: 07-21-2021	DRAFTED BY: ATM	PLOT DATE: 04-13-2022	SHEET	P.O. Box 2544 Post Falls, ID 83877	
FILE NAME: 21-187 FINAL PLAT	CHECKED BY: CJJ	PROJECT No.: 21-187	2	208-660-2351	
			2	johnsonsurveyingnw.com	

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 6/21/2022

DATE: 6/15/2022 10:06 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: The Pointe 4th Addition Subdivision MDA File No. SUBD-0018-2021

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature of the Master Development Agreement (MDA) The Pointe 4th Addition Subdivision.

DISCUSSION:

The applicant(s) (The Pointe Partners LLC) has requested to subdivide approximately 46 acres in to 26 Community Commercial Services (CCS) and Industrial (I) lots in two phases. The property is generally located south of Pointe Parkway spanning the area between Beck Road on the east and beyond S Baugh Way to the west.

On January 11, 2022 a public hearing was held before the Planning & Zoning Commission. After receiving testimony and hearing the staff report, the Commission moved to approve the requested subdivision.

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

**SUBDIVISION DEVELOPMENT
AGREEMENT FOR
POINTE AT POST FALLS FOURTH ADDITION SUBDIVISION
(File No. SUBD-0018-2021)**

THE CITY OF POST FALLS, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and **The Pointe Partners, LLC, a Utah Limited Liability Company; 166 E 14000 Suite 210, Draper, Utah, 84020**; hereinafter the "Developer", enter into this Subdivision Development Agreement, hereinafter the "Agreement", as of _____, 2022, (hereinafter the "Effective Date"), executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

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

- A. Developer owns approximately **47** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a mixed-use subdivision, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Pointe at Post Falls Fourth Addition Subdivision**, the depiction of which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit A** (hereinafter, the "Project").
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code §50-301.
- C. Development of the Project shall be in accordance with the terms and conditions of this Agreement, applicable City of Post Falls ordinances and standards (including subdividing), and other applicable governmental regulations, laws, standards, policies, and procedures in effect at the time permits for work applicable to or governed by this Agreement are applied for by the Developer (hereinafter "Laws") to assure orderly growth and development of the Project area in accordance with the Laws and policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.

- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- E. City acknowledges that the Developer, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop **Pointe at Post Falls Fourth Addition Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning & Zoning Commission of the City held a public hearing on **January 11, 2022**. Proper notice of the public hearing, as required by the Post Falls Municipal Code and Idaho Code, was given through the Post Falls Press newspaper (the City's official newspaper) and by U.S. Mail to owners within 300 feet of the perimeter of the Project. The Notice of Public Hearing was posted on the Project site on **December 29, 2021**, in compliance with Idaho law. Said public hearing was held as scheduled and the Planning Commission voted to approve the subdivision with conditions, which conditions were outlined in the **(Reasoned Decision of Pointe at Post Falls Fourth Addition Subdivision)**, (hereinafter "Reasoned Decision"). Said Reasoned Decision are attached hereto and by this reference incorporated herein as Exhibit B. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval in accordance with the Laws. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision were prepared as part of the Planning and Zoning Commission's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City, and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.

J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law, in accordance with the Laws. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

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

1. Property and Term.

1.1 Property Subject to this Agreement

All of the real property defined herein as the Project described as:

POINTE AT POST FALLS 3RD ADD, LT 1 BLK 3 CENTER URD 2002
06&0750N05W, 1250N06W

POINTE AT POST FALLS 3RD ADD, PTN LT 2 BLK 3 CENTER POINT URD 2002
0150N06W & 0650N05W

POINTE AT POST FALLS 3RD ADD, PTN LT 2 BLK 3 CENTER POINT URD 2002
1250N06W & 0750N05W

POINTE AT POST FALLS 3RD ADD, PTN LT 3 BLK 3 CENTER POINT URD 2002
0150N06W

POINTE AT POST FALLS 3RD ADD, PTN LT 3 BLK 3 CENTER POINT URD 2002
1250N06W

POINTE AT POST FALLS 3RD ADD, LT 4 BLK 3 CENTER POINT URD 2002
01&1250N06W

THE POINTE AT POST FALLS, TAX#22066 [IN LTS 5, 6 & 7 BLK 2] CENTER
POINT URD 2002

THE POINTE AT POST FALLS, TAX#22065 [IN LTS 4 & 5 BLK 2] CENTER POINT
URD 2002

THE POINTE AT POST FALLS, TAX#22064 [IN LTS 3 & 4 BLK 2] CENTER POINT
URD 2002

THE POINTE AT POST FALLS, TAX#22068 [IN LTS 1 & 3 BLK 2] CENTER POINT
URD 2002

THE POINTE AT POST FALLS, TAX#26598 [IN LTS 1, 3, 4 & 7 BLK 2] CENTER
POINT URD 2002 1250N06W

1.2 Term

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

2. Project Regulations and Policies

2.1. Project Development

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

2.1.1. Existing Approvals

Development of the Project shall be subject to all of the conditions and standards as set forth in the Reasoned Decision. The development of the Project shall be consistent with all Laws except where such Laws are expressly modified by the approvals accorded the Project.

2.1.2. Future Application

It is understood by both parties that all applicable Laws in effect as of the date permits are applied for by the Developer control. Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations which may be otherwise applicable to the Project. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions. Any such future changes shall be applied in a manner, which most closely approximates the approach, envisioned by this Agreement and the terms of the approvals memorialized hereby.

2.1.3 Fees

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

2.2. Project is a Private Undertaking

It is specifically understood and agreed by the parties that the Project contemplated by this Agreement is a private development; that the City has no interest in or responsibility for or duty to third persons concerning any of said improvements; that Developer shall have full power over, and exclusive control of the Project herein described subject only to the limitations and obligations of the Developer under this Agreement and applicable Laws.

The only relationship between City and Developer is that of a governmental entity regulating the development of private property pursuant to the laws of the City and the State of Idaho.

2.3 Hold Harmless

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

3. City's Good Faith in Processing

3.1 Processing

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

3.2 Permits

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

4. Notices, Demands and Communications Among the Parties

4.1 Notice

Formal written notices, demands, correspondence and communications between the City and Developer shall be sufficiently given if dispatched by certified mail, postage prepaid, return receipt requested, to the offices of the City and the Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by mail as provided in this section. Notices may also be delivered by personal delivery to an officer of the Developer or the Planning and Building Director of the City.

DEVELOPER
The Pointe Partners, LLC
166 E 14000 Ste 210
Draper, Utah 84020

CITY
Mayor
408 Spokane Street
Post Falls, Idaho 83854

5. Default, Remedies, Termination, and Review

5.1 General Provisions

Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days' notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such thirty-day

period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, or without commencement of cure within such period and diligent effort to effect cure thereafter, the other party to this Agreement, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to this Section 5.1 shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is allowed to withhold approval of issuance of building or construction permits when a material condition of default exists.

5.2 Applicable Law/Attorneys' Fees.

This Agreement shall be construed and enforced in accordance with all Laws.. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees; court costs and such other costs as may be found by the Court.

5.3 Termination for Unforeseen Circumstances

These provisions provide a mechanism for the identification of those circumstances, which justify the modification, termination, or suspension of this Agreement. If, as a result of facts, events or circumstances presently unknown, unforeseeable and which could not have been known to the parties to this Agreement, City determines that the health, safety and general welfare of the City or its residents requires the modification, suspension or termination of this Agreement, the City shall (1) notify Developer in writing of the City's determination that such circumstances exist, the reasons for the City's determination and all facts upon which such reasons are based, and forward to Developer (a minimum of fourteen (14) days prior to the hearing) all documents relating to such determination and reasons therefore; (2) notify Developer, in writing, at least thirty (30) days prior to the date, the time and place of the hearing; and (3) hold a hearing on the determination at which hearing Developer shall have the right to offer evidence to the contrary. City shall have the obligation, based upon clear and convincing evidence, of establishing that (1) the circumstances were unknown, unforeseeable and could not have been known; (2) the health, safety and general welfare of the community require the suspension, modification or termination of the Agreement as opposed to any other alternative; and (3) the City, to the extent feasible, has provided Developer with an equitable program to reimburse Developer unused fees, and provided equitable reimbursement for dedications or improvements not required by the extent of development as of the date of such suspension, modification or termination. In the event the City Council should fail to make such findings, then this Agreement shall not be so terminated, modified or suspended. The unforeseen circumstances, which shall cause the operation of this provision, shall not be the result of changes in state or federal law. The procedures described herein shall apply to

circumstances, which threaten the health, safety and welfare of the public. If such threat is immediate and substantial, the City may suspend project development immediately in order to protect the public interest.

6. Subsequent Laws as Superseding Terms

6.1. Supersedure by Subsequent Laws

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

7. Mortgagee Protection; Certain Rights of Cure

7.1 Mortgagee Protection

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

7.2 Mortgagee Not Obligated

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

7.3 Notice of Default to Mortgagee

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

claimed or the areas of noncompliance set forth in the City's notice. Developer is obliged hereby to notify the City of any Mortgagee with an interest in the Project.

8. Transfers and Assignments

8.1 Right to Assign

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

8.2 Release Upon Transfer

Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement under Section 8.1 above, Developer shall be released from its obligations under this Agreement with respect to the Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer (1) if Developer is not then in default under this Agreement; (2) Developer has provided to City notice of such transfer, and (3) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth; and (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all of the obligations of Developer under this Agreement with respect to the Property, or portion thereof, transferred, and if City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of performing the obligations of Developer pursuant to Section 5 or if surety is provided to guarantee performance. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 9 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

9. Covenants Run with The Land

9.1

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

9.2 Maintenance of Common Area Landscaping

The Developer shall establish an Association to provide for the maintenance of the common area landscaping, including any common areas fronting the roads (as identified

within the Findings of Fact and Conclusions and or upon the face of the recorded plat). The Association shall be solely responsible for all landscaping maintenance including routine weeding, mowing, watering, trimming, planting and all normal activities required to sustain attractive healthy plants and plantings in a landscaped environment. This responsibility includes the costs for snow removal along sidewalks and asphalt trails; along with maintenance of the irrigation system, providing water, replacing shrubs, sod, trees and other plants as required to keep the landscaped areas attractive and healthy. Developer agrees that in the event that the Association fails to meet its obligation under this provision that the City is authorized to contract to provide the maintenance services and to assess the cost of such maintenance and water fees to the property owners within the subdivision. This obligation shall be ongoing and constitute a consensual perpetual lien upon the property within the subdivision.

10. General Provisions

10.1 No Joint Venture or Partnership

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

10.2 Severability

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

10.3. Entire Agreement

This Agreement is executed in one original and consists of **twenty-eight (28)** pages, including the Recitals and 2 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

Exhibit A: Pointe at Post Falls Fourth Addition Subdivision

Exhibit B: Reasoned Decision, Pointe at Post Falls Fourth Addition Subdivision

10.3 Completion of Performance

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

10.5 Force Majeure

Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such

party's control, government regulations, court actions (such as restraining orders or injunctions) or other causes beyond such party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years.

10.6 Estoppel Certificate

Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor or City Administrator shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

10.7 Consent

The parties agree that when a consent or approval is requested from a party, the other party shall not unreasonably withhold, delay, or condition such consent or approval.

10.8 Duty to Record

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

Executed this _____ day of _____, 20__.

By: CITY OF POST FALLS, a Municipal Corporation

Ronald G Jacobson, Mayor

Shannon Howard, City Clerk

The Pointe Partners, LLC

By: KW Pointe, LLC, its manager



Kip L. Wadsworth, Manager

ACKNOWLEDGMENT

STATE OF IDAHO)

:ss

County of Kootenai)

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

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

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

ACKNOWLEDGMENT

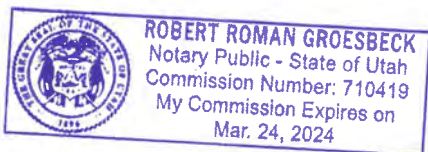
STATE OF UTAH)

:ss

County of Salt Lake)

On this day of JUNE 10th, 2022, before me, a Notary for the State of Idaho, personally appeared and **Kip L. Wadsworth, Manager**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



[Signature]

Notary Public for the State of Utah

Residing at: DANVILLE, UT

Commission Expires: 3/24/24



Know what's below.
 Call before you dig.

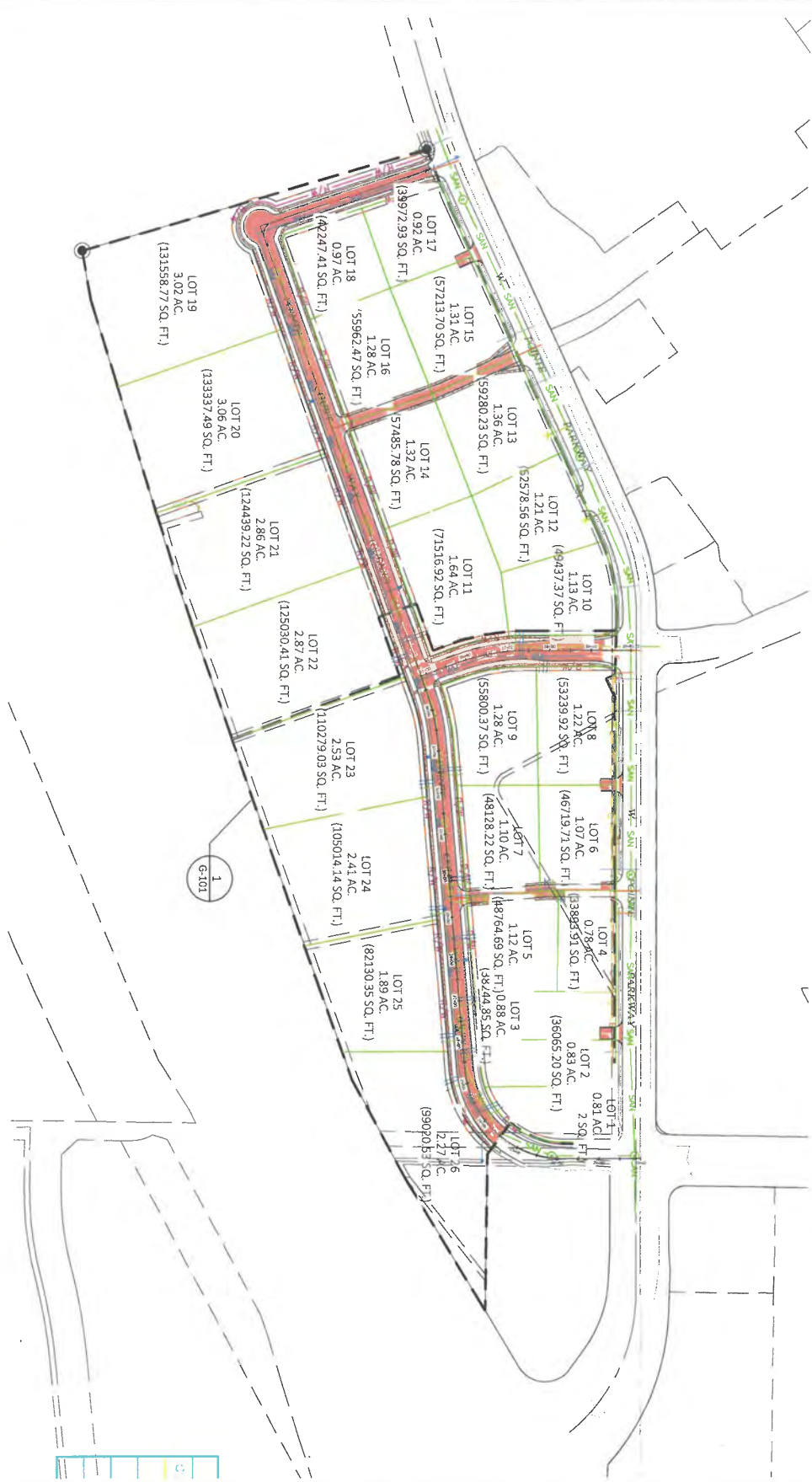


1 OVERALL DEVELOPMENT PLAN
 SCALE: AS SHOWN



- GENERAL NOTES:**
1. ALL PROPOSED ROADS HAVE BEEN DESIGN TO CITY OF POST FALLS STANDARDS
 2. SOUTH BAUGH WANT MAIN COLLECTION, 80' R.O.W SEE TYPICAL ROAD SECTION 1 ON SHEET C-501.
 3. POINTE COULM (COMMERCIAL/LOCAL, 75' R.O.W SEE TYPICAL ROAD SECTION 2 ON SHEET C-501.
 4. UNPAVED/PRIVATE ROAD PRIVATE. N/A SEE TYPICAL SECTION 3 ON SHEET C-501.

Exhibit A



1
 G-101

DWG: [REDACTED]
 PROJECT NO: D21016
 DRAWN BY: J.TILLET
 CHECKED BY: S.METTS
 DATE: 2021/12/08
 © 2021 TALKINGS RESURVED
 REVISIONS
 NO. DATE BY DESCRIPTION

PRELIMINARY
 NOT APPROVED FOR CONSTRUCTION
 PRELIMINARY

POINTE AT POST FALLS - FOURTH ADDITION
 SUBDIVISION PLAN
 WADSWORTH DEVELOPMENT GROUP
 CITY OF POST FALLS
 KOOTENAI COUNTY, IDAHO

3882 N. Schreiber Way, Suite 104
 Coeur d'Alene, ID 83815
 (208) 635-5825



DRAWING:
 OVERALL DEVELOPMENT
 SHEET: 1 of 12

**Pointe at Post Falls Fourth Addition Subdivision
File No. SUBD-0018-2021
Planning and Zoning Commission
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: HMH Engineering

LOCATION: Generally, located south of Pointe Parkway spanning the area between Beck Rd. on the east and beyond S. Baugh Way to the west.

REQUEST: Subdivide approximately 47 acres into 26 lots within the Community Commercial Services (CCS) and Industrial (I) zoning designations in two phases, see Exhibit A-3.

B. RECORD CREATED:

1. A-1 Subdivision Application
2. A-2 Subdivision Narrative
3. A-3 Subdivision Preliminary Plan
4. A-4 Preliminary Subdivision Plan
5. A-5 Will Serve Letter
6. S-1 Staff Vicinity Map
7. S-2 Staff Zoning Map
8. S-3 Staff Future Land Use Map
9. PA-1 PFPD Comments
10. PA-2 ITD Comments
11. PA-3 DEQ Comments
12. PZ Staff Report
13. Testimony at the January 11, 2022, Planning and Zoning hearing:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the January 11, 2021 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The request was for the Commission to review the request to subdivide approximately 47 acres into 26 lots within the Community Commercial Services (CCS) and Industrial (I) zoning designations in two phases (SUBD-0018-2021). The request is evaluated under the standards of Post Falls Municipal Code ("PFMC") § 17.12.060.

Laura Jones, Associate Planner

Ms. Jones presented the staff report to the Commission. She testified that the owner of the property is Pointe Partners, LLC represented by the Applicant HMH Engineering. She testified that the applicant is seeking to subdivide approximately 47 acres into a 29-lot subdivision within the Community Commercial Services (CCS) and Industrial (I) zoning designations.

PARCEL INFORMATION:

Property Size: 46.97 acres

Current Land Use: Vacant

Current Zoning: Community Commercial Services (CCS) and Industrial (I)

Proposed Land Use: The proposed subdivision will serve a variety of industrial and commercial development opportunities ranging from retail to hospitality.

Surrounding Land Use: The land uses to the west include a vacant parcel and just beyond that the recently approved Post Falls RV Park. To the north of the site is Walmart, Panda Express, and Sysco Foods. To the east is the Maverik gas station and convenience store. Interstate 90 is to the south of the site.

Surrounding Zoning Districts: All properties to the north and west of the site are zoned Industrial (I). The Maverik gas station and convenience store to the east is zoned Community Commercial Services (CCS).

Water Provider: City of Post Falls

Sewer: City of Post Falls

Ms. Jones testified that the site is located west of North Beck Road and south of West Pointe Parkway. She explained that the current land use is vacant and the City of Post Falls will provide both water services and sanitary sewer. She illustrated that the existing zoning for the site is CCS and Industrial and most of the surrounding land uses are also industrial. She testified that the proposed subdivision plan is for 47 lots to be built out in 2 phases. She explained that Phase 1 – 13 lots, the extension of Baugh Way and eastern portion of Pointe Court Way and Phase 2 – 13 lots and the completion of Pointe Court Way. She testified that the City of Post Falls will provide both water and sanitary sewer.

Ms. Jones testified that the existing zoning of the site is split between CCS and Industrial. She illustrated that most of the surrounding land uses are also industrial. She showed that near the site there is: Cisco, Walmart, Cabella's, and a recently approved RV park. She described that the majority of the area remains undeveloped. She testified that the proposed subdivision plan is for 26 lots with 13 lots in Phase 1 and 13 lots in Phase 2.

Ms. Jones testified regarding the review criteria, stating water will be provided by the city and modeling indicates that the city has sufficient water service and fire flow. As to the second criteria, she stated that engineering staff has confirmed that the Beck Road lift station has sufficient capacity for the proposed commercial uses. As to the third review criteria, she explained that the proposed streets are consistent with the transportation element of the comprehensive plan. She described the subdivision and proposed layout accommodate connectivity and should not have a negative impact of the local transportation system. She explained that the proposed commercial roadway classification for Pointe Court Way and Baugh Way are appropriate for the anticipated land uses. She noted that there are two additional proposed conditions that were not included in the staff report. She submitted, Proposed Condition 7: The public roadway standards for the subdivision shall match the roadway classifications as shown in the project narrative. Baugh Way at the intersection of S. Baugh Way and Pointe Court Way may be reduced to a Local Commercial Street width. She explained that there was a discrepancy between the narrative language using "commercial roadway," and the detail that was provided in one of the exhibits and this condition is to make sure we are all on the same page. She submitted, Proposed Condition 8: Proposed Pointe Court needs to be renamed to meet street naming standards to "Beck Road," looping back to W. Pointe Parkway at the westerly end of the subdivision.

Ms. Jones testified regarding the fourth review criteria, she stated that previous mass grading activity did occur on the property as part of the initial Pointe at Post Falls development and additional geotechnical analysis may be requested if necessary and as determined by the engineering department. As to the fifth review criteria, she attested that the proposed lots comply with the bulk and placement standards for the CCS and Industrial zoning designations although several of the proposed lots will result in mixed zoning and future zone changes may be necessary to accommodate future uses of these parcels. Finally, as to the last review criteria, she testified that impact fees and cap fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, streets, city water and water reclamations facilities.

Ms. Jones noted that Idaho Department of Transportation responded with concerns of signal timing for the light located at the intersections of West Pointe Parkway and North Baugh Way and West

Point Parkway and North Beck Road and the engineering department and streets department will coordinate with ITD for signal timing for these intersections.

Ms. Jones, in response to a question from the Commission, indicated that no residential would be allowed under the current zoning and with the CCS zone a special use permit would be needed in order to allow for high-density residential (R3) zoning. She explained that would require a public hearing if they ever chose to go that route. She went on to explain that in handling any mixed zone issues, they would be addressed at site plan review to determine if the use is compatible with the CSS or Industrial zone, of both, as the city has many uses that are compatible with both zones. She explained that depending on the use it may require a rezone or may be suitable for development as is.

Rob Palus, Assistant City Engineer

Mr. Palus testified that he has had the opportunity to talk with the applicant about what transpired there. His understanding is Baugh Way itself was identified in the narrative as being a minor collector road and they show it correctly on the plans. He stated that it meets the minor collector standard at the north end then it reduces in width. He indicated that the city does not have a problem with it reducing as it intersects Pointe Court Way on the south end at the commercial standard. He declared that originally, Pointe Court was shown as a cul-de-sac and the city requested that it get converted from a cul-de-sac to a public roadway to bend back up to Pointe Parkway to improve our ability to provide maintenance of the roadway as well as circulation.

Jordan Tillet, HMM Engineering, Applicant

Mr. Tillet testified that staff did an in-depth job reviewing everything so he was just here representing Wadsworth Investment Group to answer any concerns that might come up. He added that the proposed subdivision does not change the previously approved zoning or building intent for the lots outlined.

Public Testimony:

The hearing was opened for public testimony but none was received.

Deliberations: After the public hearing was complete the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria contained in Post Falls Municipal Code ("PFMC") § 17.12.060.

- C. SUBDIVISION REVIEW CRITERIA:** (Post Falls Municipal Code Title 17.12.060, Subsection H): No subdivision shall receive approval unless findings and conclusions are made that:
- C1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.**

The Commission determines that water service to the project would be provided by the City of Post Falls that has adequate capacity to provide service and fire flow to the project as proposed.

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

This area is within the Beck Rd. lift station's service area. The lift station was upgraded several years ago to accommodate commercial uses plus additional flows from multi-family development north of Expo Parkway and east of Baugh Way. Sufficient capacity exists at the lift station for commercial uses, any future consideration for expansion of multifamily uses would need to consider

completion of a wastewater capacity analysis. As such, the Commission determines that the City of Post Falls has adequate capacity to provide service to the subdivision as proposed.

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

The Commission determines that: The subdivision and proposed layout accommodate connectivity and will not have a negative impact on the local transportation system. Rights-of-way and easements shall be dedicated to the City of Post falls and streets constructed to the roadway standard as outlined within the City Transportation Master Plan.

- Private Roadway – Private Roadways are proposed with a 30-foot width (curb face to curb face) with 5' sidewalks provided on both sides. The proposed road cross section exceeds minimum design standards for private roadways and would allow for on street parking along one side only.
- Public Roadway - Proposed Pointe Court Way and Baugh Way are both requesting classification as local Commercial Roadways. The proposed classification is appropriate for the anticipated land uses and the roadway cross sections.
 - Baugh Way is an existing signalized intersection at Pointe Parkway. Due to the width of Baugh Way, at the intersection of Pointe Parkway, on street parking will not be allowed on the proposed extension.
 - Signal timing at the Baugh Way / Pointe Parkway intersection will need to be adjusted with initial site development – to be completed by the City.
 - Public roadways will need to include roadway illumination in conformance with City Standards
- Pedestrian and Bicycle accommodations – Proposed improvements include sidewalks along both sides, in conformance with City Standards. The improvements with this project will connect to existing facilities along Pointe Parkway. Bicycle facilities are not required on Local Commercial Roadways. Bicycle lanes and separated multi-use facilities do exist on Beck Road and Pointe Parkway at the projects eastern most boundary.

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

The Commission determines that: There are no soil or topographical conditions which have been identified as presenting hazards. Previous mass grading activity did occur on the property as part of the initial Pointe at Post Falls development which may require testing in the future.

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

The Commission determines that: This subdivision request is within the City of Post Falls and is in a CCS zone. The proposed use conforms to the zoning and other requirements found in PFMC.

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

The Commission determines that: Impact fees will be assessed on individual building permits to assist in mitigating the off-site impacts to parks, public safety, and streets. There did not appear to be anything extraordinary about the plans which would not be covered by impact fees.

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

It is the decision of the Commission that the requested subdivision can meet the City's standards, however, to meet the criteria certain conditions will need to be met. Those conditions, 1-8 listed below, when imposed will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the Presentations made to the Commission on January 11, 2022, at a properly noticed public hearing, the record compiled in this matter, and the applicant must meet the following conditions:

1. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. The proposed subdivision shall be completed in a no more than two (2) phases.
3. A Master Development Agreement shall be prepared by staff, reviewed, and signed by the parties prior to commencement of any construction. A Construction Improvement Agreement shall be completed for each phase of construction.
4. Submitted Preliminary Construction Plans were reviewed from a conceptual basis only. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
5. Except where an exception is granted, all streetlights and roadways shall be designed and constructed in accordance with City standards.
 - No exceptions to City Standards were requested
6. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.
7. The public roadway standards for the subdivision shall match the roadway classifications as shown in the project narrative. Baugh Way at the intersection of S. Baugh Way and Pointe Court Way may be reduced to a Local Commercial Street Width.
8. Proposed Pointe Court needs to be renamed to meet street naming standards to "Beck Road", looping back to W. Pointe Parkway at the westerly end of the subdivision.

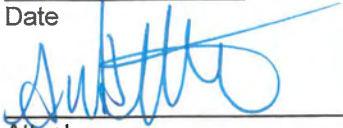
D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:

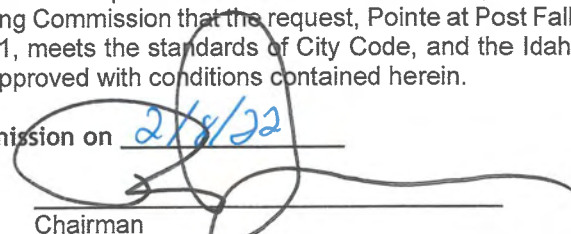
Not Applicable, approval has been granted, subject to the conditions noted above.

E. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

SUBD-0018-2021: Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, Pointe at Post Falls Fourth Addition Subdivision, SUBD-0018-2021, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

Approved by the Planning and Zoning Commission on 2/8/22

2/8/22
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.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: JUNE 21, 2022**

DATE: JUNE 14, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: BILL MELVIN, CITY ENGINEER

**SUBJECT: POINTE AT POST FALLS 4th ADDITION DEVELOPMENT PHASE 1
CONSTRUCTION IMPROVEMENT AGREEMENT**

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

DISCUSSION: This Agreement reflects the construction phase of the Pointe At Post Falls 4th Addition Development Phase 1 Commercial 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 13-lot commercial subdivision, with the application for plat submitted by The Pointe Partners, 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 **The Pointe Partners, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20__, respecting the development of **Pointe At Post Falls 4th Addition Development Plan – Phase 1**, 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, **Kip Wadsworth**, 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

Kip Wadsworth, Managing Member
The Pointe Partners, LLC
166 E. 14000 S.
Draper, UT 84020
(801) 748-4088

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

Pointe At Post Falls 4th Addition – Phase 1

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

ATTACHMENT "A"

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

The Pointe Partners, LLC

FOR

Pointe At Post Falls 4th Addition – Phase 1

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Pointe At Post Falls 4th Addition – Phase 1

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

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

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Pointe At Post Falls 4th Addition – Phase 1

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Pointe At Post Falls 4th Addition – Phase 1

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.

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

The Pointe Partners, LLC

FOR

Pointe At Post Falls 4th Addition – Phase 1

CONSTRUCTION DRAWINGS

Plans Titled: **Pointe At Post Falls Fourth Addition Development Plan – Phase 1**

Dated: _____

By: **Shawn Metts, P.E.**

Sheets 1 through ____.

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

The Pointe Partners, LLC

FOR

Pointe At Post Falls 4th Addition – Phase 1

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

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

The Pointe Partners, LLC

FOR

Pointe At Post Falls 4th Addition – Phase 1

ENGINEERING SERVICES FEE SUMMARY
(PERTAINS TO COMMERCIAL SUBDIVISIONS)

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

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

The Pointe Partners, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utilities**

Street light type: **200w Cobra**

18 lights X 12 months X \$ 13.18 per month = \$ 2846.88

Street light type: _____

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

TOTAL = \$ 2846.88

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

The Pointe Partners, LLC

FOR

Pointe At Post Falls 4th Addition – Phase 1

 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 \$5,983.00	=	\$_____
_____ (# of Commercial service units) x \$5,983.00	=	\$_____
_____ (# of structures connecting) x (Utility Deposit = \$60.00)	=	\$_____

SEWER CAP FEES

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

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

The Pointe Partners, LLC

FOR

Pointe At Post Falls 4th Addition – Phase 1

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

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

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

Water Cap Fees

_____	x	3/4" – 1"	= \$3,773.99 Residential	=	\$ _____
_____	x	1"	= \$6,289.99 Commercial	=	\$ _____
_____	x	1-1/2"	= \$12,579.97	=	\$ _____
_____	x	2"	= \$20,127.96	=	\$ _____

Meter Fees

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

ACCOUNT FEES

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

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

The Pointe Partners, LLC

FOR

Pointe At Post Falls 4th Addition – Phase 1

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Shawn Metts**
ENGINEERING FIRM: **HMH Engineering**
ADDRESS: **3882 N. Schreiber Way, Suite 104**
CITY: **Coeur D'Alene** STATE: **ID** ZIP: **83815**
PHONE NO.: **(208) 635-5825**
E-MAIL ADDRESS: **smetts@hmh-llc.com**

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

The Pointe Partners, LLC

FOR

Pointe At Post Falls 4th Addition – Phase 1

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

The Pointe Partners, LLC

FOR

Pointe At Post Falls 4th Addition – Phase 1

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

The Pointe Partners, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: JUNE 21, 2022**

DATE: JUNE 14, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: BILL MELVIN, CITY ENGINEER

**SUBJECT: NORTH PLACE EAST 1ST ADDITION 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 North Place East 1st Addition 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 41-lot subdivision, with the application for plat submitted by Greenstone-Kootenai II.

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 **Greenstone-Kootenai II** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **North Place East 1st Addition**, 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, **Kevin Schneidmiller**, 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

Kevin Schneidmiller
Greenstone-Kootenai II
1421 Meadowwood Ln. #200
Liberty Lake, WA 99019
(509) 458-5860

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

North Place East 1st Addition

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

ATTACHMENT "A"

Legal Description
For
Northplace East 1st Addition

A re-plat of a portion of Lots 22 and 27 of Post Falls Irrigated Tracts, Recorded in Book C of Plats, Page 78, a portion of a vacated 20' wide Right of Way, Ordinance No. 1408, (Instrument No. 28064453000) and a portion of the Northwest Quarter of Section 26, Township 51 North, Range 5 West, in the City of Post Falls, Kootenai County, Idaho described as follows:

BEGINNING at the Southeast Corner of Lot 1, Block 1 of Northplace East, Recorded in Book L of Plats, Pages 615 thru 615C; thence along the Easterly Boundary of said Northplace East the following (9) nine courses:

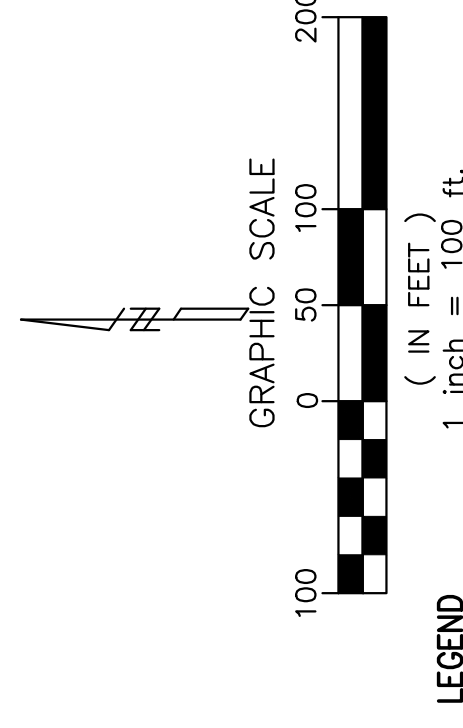
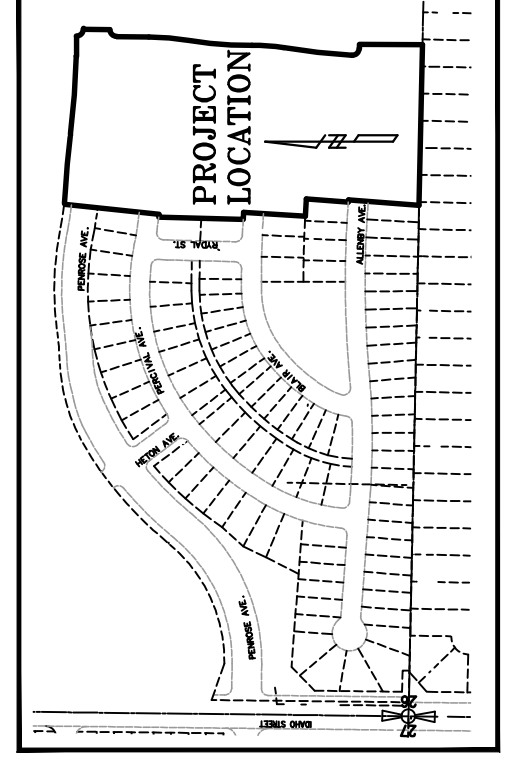
- 1) N04°26'37"E a distance of 202.96 feet to the beginning of a non-tangent curve concave to the South and having a radius of 3024.50 feet and a chord bearing and distance of N85°37'24"W, 7.07 feet;
- 2) Thence Westerly along said curve through a central angle of 00°08'02" an arc distance of 7.07 feet;
- 3) N04°18'35"E a distance of 120.00 feet to the beginning of a non-tangent curve concave to the South and having a radius of 3144.50 feet and a chord bearing and distance of N86°08'04"W, 48.76 feet;
- 4) Thence Westerly along said curve through a central angle of 00°53'18" an arc distance of 48.76 feet;
- 5) N03°25'17"E a distance of 177.00 feet to the beginning of a non-tangent curve concave to the South and having a radius of 3321.50 feet and a chord bearing and distance of N86°44'57"W, 19.78 feet;
- 6) Thence Westerly along said curve through a central angle of 00°20'28" an arc distance of 19.78 feet;
- 7) N01°28'02"E a distance of 241.62 feet to the beginning of a non-tangent curve concave to the South and having a radius of 1028.50 feet and a chord bearing and distance of S83°42'26"E, 7.97 feet;
- 8) Thence Easterly along said curve through a central angle of 00°26'39" an arc distance of 7.97 feet;
- 9) N06°04'15"E a distance of 273.00 feet to the Northeasterly Corner of said Northplace East; and the beginning of a non-tangent curve concave to the North and having a radius of 755.50 feet and a chord bearing and distance of S85°23'21"E, 38.50 feet; thence easterly along said curve through a central angle of 02°55'11" an arc distance of 38.50 feet to the beginning of a reverse curve concave to the South and having a radius of 2244.50 feet and a chord bearing and distance of S84°48'41"E, 159.62 feet; thence Easterly along said curve through a central angle of 04°04'32" an arc distance of 159.66 feet to the beginning of a reverse curve concave to the North and having a radius of 2165.50 feet and a chord bearing and distance of S85°46'46"E, 227.13 feet; thence Easterly along said curve through a central angle of 06°00'44" an arc distance of 227.23 feet; thence S00°27'37"W a distance of 0.64 feet; thence S89°32'23"E a distance of 57.00 feet to the beginning of a non-tangent curve concave to the Northeast and having a radius of 20.00 feet and a chord bearing and distance of S45°10'52"E, 28.60 feet;

thence Southeasterly along said curve through a central angle of $91^{\circ}16'58''$ an arc distance of 31.86 feet; thence $S01^{\circ}07'36''W$ a distance of 75.04 feet to the beginning of a non-tangent curve concave to the Southeast and having a radius of 20.00 feet and a chord bearing and distance of $S44^{\circ}51'04''W$, 27.98 feet; thence Southwesterly along said curve through a central angle of $88^{\circ}46'55''$ an arc distance of 30.99 feet; thence $S00^{\circ}27'37''W$ a distance of 91.69 feet to the beginning of a tangent curve concave to the West and having a radius of 728.50 feet and a chord bearing and distance of $S05^{\circ}04'08''W$, 117.07 feet; thence Southerly along said curve through a central angle of $09^{\circ}13'02''$ an arc distance of 117.19 feet to the beginning of a reverse curve concave to the East and having a radius of 971.50 feet and a chord bearing and distance of $S04^{\circ}23'39''W$, 178.91 feet; thence Southerly along said curve through a central angle of $10^{\circ}33'59''$ an arc distance 179.16 feet to the beginning of a reverse curve concave to the West and having a radius of 528.50 feet and a chord bearing and distance of $S04^{\circ}04'20''W$, 91.41 feet; thence Southerly along said curve through a central angle of $09^{\circ}55'20''$ an arc distance of 91.52 feet to the beginning of a reverse curve concave to the East and having a radius of 2267.50 feet and a chord bearing distance of $S06^{\circ}33'11''W$, 196.27 feet; thence Southerly along said curve through a central angle of $04^{\circ}57'40''$ an arc distance of 196.33 feet to the beginning of a compound curve concave to the Northeast and having a radius of 20.00 feet and a chord bearing and distance of $S42^{\circ}44'08''E$, 29.16 feet; thence Southeasterly along said curve through a central angle of $93^{\circ}36'57''$ an arc distance 32.68 feet; thence $S89^{\circ}39'31''E$ a distance of 11.96 feet; thence $S00^{\circ}13'35''W$ a distance of 180.59 feet to the Southerly Line of said Northwest Quarter; thence $N88^{\circ}48'49''W$ a distance of 460.22 feet to the POINT OF BEGINNING.

Containing 10.970 acres more or less
Subject to all easements of record



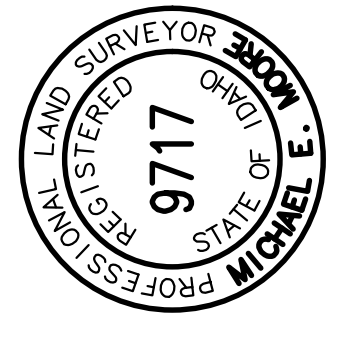
SURVEY REFERENCES
 (A) NORTHPLACE EAST, RECORDED IN BOOK L OF PLATS, PAGES 615 THRU 616C
 (B) FIELDSTONE AT PRAIRIE FALLS SECOND ADDITION, RECORDED IN BOOK I OF PLATS, PAGES 474-474F
 (C) FIELDSTONE AT PRAIRIE FALLS FIFTH ADDITION, RECORDED IN BOOK J OF PLATS, PAGES 345-345K



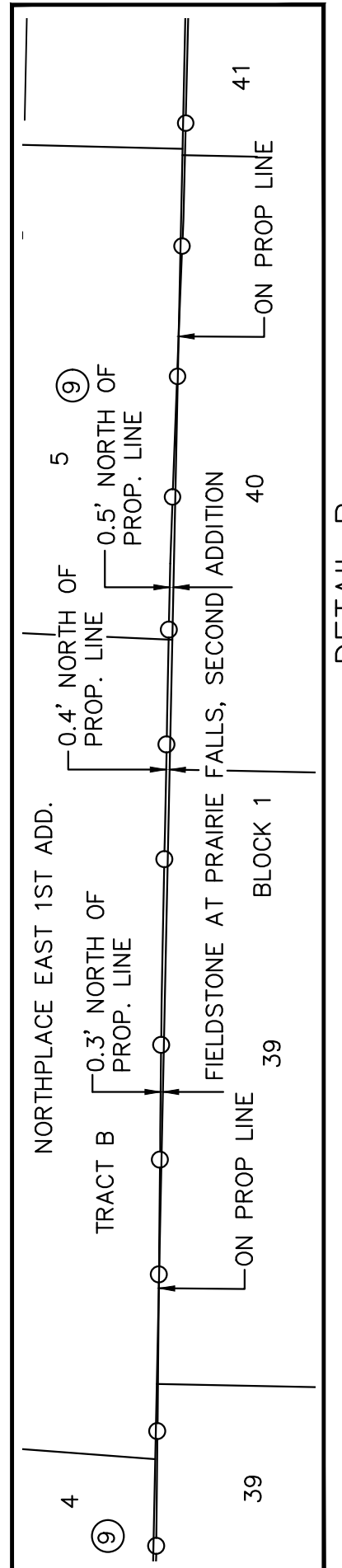
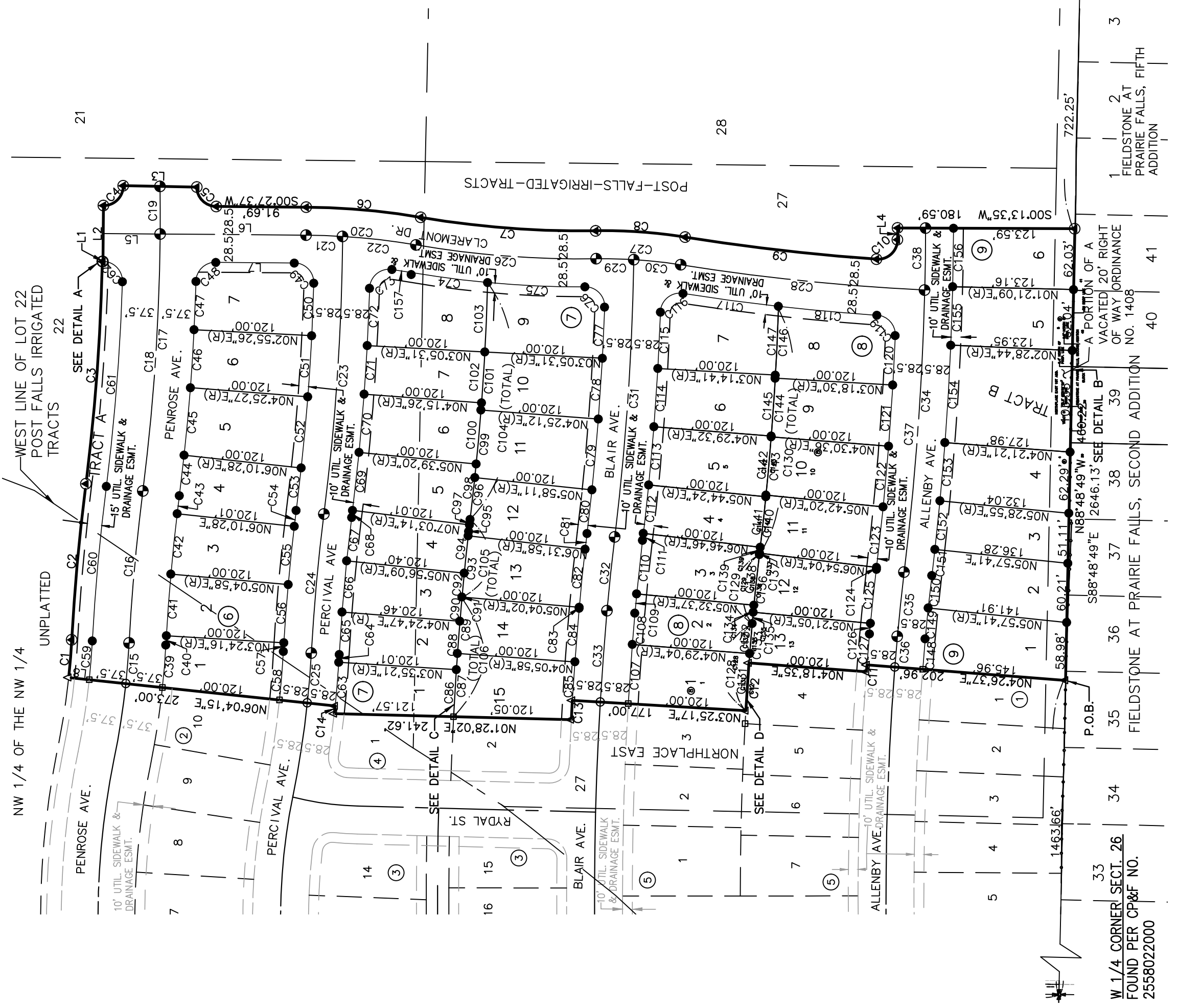
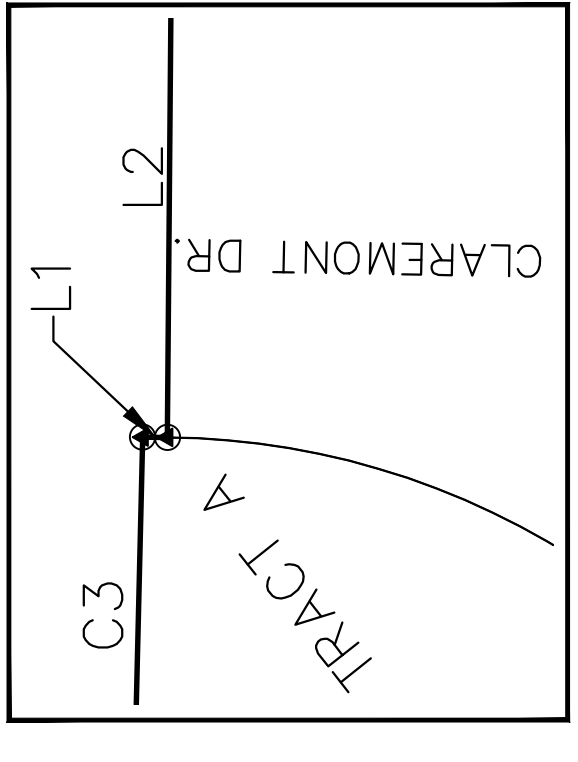
- LEGEND**
 1 inch = 100 ft.
- SET 5/8" X 30" REBAR WITH 2" ALUMINUM CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331 AND 50-1333.
 - ⊙ SET 5/8" X 30" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717"
 - SET 3/4" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717" TO BE SET ON OR BEFORE ONE YEAR SUBSEQUENT TO THE DATE OF RECORDING OF THIS PLAT IN ACCORDANCE WITH IDAHO CODES 50-1331, 50-1332 AND 50-1333.
 - FOUND 3/4" X 24" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717"
 - △ FOUND 5/8" X 30" REBAR WITH ORANGE PLASTIC CAP MARKED "MEM 9717"
 - FOUND 5/8" X 30" REBAR WITH 2" ALUMINUM CAP MARKED "MEM 9717"
 - ① BLOCK NUMBER
- TOTAL AREA=10.970 ACRES

P.O.B.= POINT OF BEGINNING
 (R)= RADIAL LINE

PRELIMINARY



NORTHPLACE EAST 1ST ADDITION
 A RE-PLAT OF A PORTION OF LOTS 22 AND 27 OF POST FALLS IRRIGATED TRACTS A PORTION OF A VACATED 20' WIDE RIGHT OF WAY, ORDINANCE NO. 1408 AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



SURVEYOR'S NARRATIVE
 THIS PLAT IS A RE-PLAT OF A PORTION OF LOTS 22 AND 27 OF POST FALLS IRRIGATED TRACTS, RECORDED IN BOOK C OF PLATS, PAGE 78 AND A PORTION OF A VACATED 20' RIGHT OF WAY, ORDINANCE NO. 1408, (INSTRUMENT NO. 28064453000) AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 51 NORTH, RANGE 5 WEST, IN THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO.

BASIS OF BEARINGS
 THE BASIS OF BEARINGS IS NAD 83/91 IDAHO STATE PLANE COORDINATE SYSTEM WEST ZONE GRID NORTH.

RFK LAND SURVEYING INC.		DRAWN	APPROVED	SCALE	PROJECT
1160 WEST GARLAND AVENUE SPOKANE, WA 99205		MEM	RFK	AS NOTED	22-107
TEL: (509) 324-7861		DATE		SHEET	FIELD BOOK
FAX: (509) 327-7249		05/10/22		1 OF 3	
E-MAIL: rudy@rfklandsurveying.com					

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

Greenstone-Kootenai II

FOR

North Place East 1st Addition

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

North Place East 1st Addition

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: **\$ 1,257,379.00**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ -0-**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 90,240.00**
5. Total cost of improvements: **\$ 1,347,619.00**
6. Warranty amount: **\$ 67,380.95**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

North Place East 1st Addition

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Project Name:	North Place East 1st Addition																		
Street Names	length	width	area - sq ft	Perceival Ave.	Penrose	Blair Ave.	Allenby Ave.	Claremont Dr.	Units	per unit	Cost	tax	Total Cost						
50 Radius	7850	30	7850	13950	18380	13080	13440	23190											
Expenses																			
9-0110 Grading	taxable	average depth	ROW width	1	1	1	1	1											
	rough grade			57	75	57	57	57	Sq. Ft.	0.20	31,941	0							
	site clear and grub		12,000	26505	38250	24852	25536	44061	Cu. Yrds	4.50	54,000	0							
	curb grade			930	1020	370	0	0	LF	2.75	13,096	0							
	Rock under curb			930	1020	370	896	1546	LF	2.25	10,715	0							
	sidewalk graded rock			930	1020	406	896	1546	LF	4.00	19,192	0							
	fine grade			13950	18380	13080	13440	23190	Sq. Ft.	0.30	24,606	0							
9-0103 staking and survey	lots		41						EA	1,000.00	41,000	0	153,449						
9-0120 Storm Drainage	0 Single Depth DW								EA	3,120.00	0	0	41,000						
	0 Double Depth DW								EA	3,300.00	0	0	0						
	0 CMP 8"				2				EA	45.00	23,100	0	0						
	0 CMP 12"				91	32	116	92	LF	58.00	14,895	0	0						
	0 CMP 18"				96	100	300	578	LF	28.768	28,768	0	0						
	0 HDPE 21"								LF	75.00	50,175	0	0						
	0 storm manhole					1	43	3	EA	82.00	3,526	0	0						
	0 Type I CB								EA	3,300.00	23,100	0	0						
	0 Type II CB				4	2	4	2	EA	1,750.00	0	0	0						
	0 Sidewalk Vaults								EA	2,200.00	26,400	0	0						
	0 208' ponds				1939		5441		Sq. Ft.	850.00	0	0	0						
	0 Rip Rap								EA	1.20	8,956	0	0						
	0 Splash Pads				2		1		EA	500.00	0	0	0						
	0 Hydroseed				1939		5441	0	Sq. Ft.	950.00	2,850	0	0						
9-0130 Sewer	0 6" mainline								EA	0.20	1,476	0	183,146						
	0 8" mainline								EA	26.00	0	0	0						
	0 10" mainline								EA	39.00	0	0	0						
	0 12" mainline							246	LF	63.00	15,498	0	0						
	0 12" forced main								LF	72.00	0	0	0						
	0 6" forced main								LF	85.00	0	0	0						
	0 Manholes								EA	32.00	0	0	0						
	0 Manholes-Main								EA	4,500.00	0	0	0						
	0 services				14			14	EA	300.00	300	0	0						
	0 8" cleanout								EA	850.00	0	0	0						
	0 Extra depth								EA	500.00	33,150	0	0						
	0 sleeving								EA	52.00	0	0	0						
	0 Tie in								EA	150.00	0	0	0						
	0 boring								EA	1,600.00	1,600	0	0						
									EA	-	0	0	50,548						

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

North Place East 1st Addition

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

Greenstone-Kootenai II

FOR

North Place East 1st Addition

CONSTRUCTION DRAWINGS

Plans Titled: **North Place East 1st Addition**

Dated: **6/14/22**

By: **Doug Desmond**

Sheets 1 through 12

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

Greenstone-Kootenai II

FOR

North Place East 1st Addition

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	North Place East 1st Addition	77 days	Wed 6/8/22	Thu 9/22/22		
2	Pre-construction meeting	1 day?	Wed 6/8/22	Wed 6/8/22		
3	Mass Grading	4 days	Thu 6/9/22	Tue 6/14/22 2		
4	Sewer	3 days	Wed 6/15/22	Fri 6/17/22 3		
5	Water	6 days	Mon 6/20/22	Mon 6/27/22 4		
6	Storm Water	5 days	Tue 6/28/22	Mon 7/4/22 5		
7	Create Irrigation crossing map	0 days	Mon 7/4/22	Mon 7/4/22 6		
8	Check on Plat	0 days	Mon 7/4/22	Mon 7/4/22 7		
9	Utility Crossings - Dig and Inspection	2 days	Tue 7/5/22	Wed 7/6/22 8		
10	Electric Install	3 days	Thu 7/7/22	Mon 7/11/22 9		
11	Cable and Phone	2 days	Tue 7/12/22	Wed 7/13/22 10		
12	Avista Gas Install	3 days	Thu 7/14/22	Mon 7/18/22 11		
13	Order Signs	0 days	Mon 7/18/22	Mon 7/18/22 12		
14	Mailboxes	0 days	Mon 7/18/22	Mon 7/18/22 13		
15	Curb and road subgrade	6 days	Tue 7/19/22	Tue 7/26/22 14		
16	Curb	2 days	Wed 7/27/22	Thu 7/28/22 15		
17	Road Final Grade base rock & adjust storm Structures	7 days	Fri 7/29/22	Mon 8/8/22 16		
18	Asphalt	2 days	Tue 8/9/22	Wed 8/10/22 17		
19	Sidewalks	6 days	Thu 8/11/22	Thu 8/18/22 18		
20	Utilities Trench Dig	3 days	Fri 8/19/22	Tue 8/23/22 19		
21	Electric Install	5 days	Wed 8/24/22	Tue 8/30/22 20		
22	Cable and Fiber Install	4 days	Wed 8/31/22	Mon 9/5/22 21		
23	Gas Install	5 days	Tue 9/6/22	Mon 9/12/22 22		
24	Back fill	4 days	Tue 9/13/22	Fri 9/16/22 23		
25	Sand for structures	0 days	Fri 9/16/22	Fri 9/16/22 24		
26	Set Structures	1 day	Mon 9/19/22	Mon 9/19/22 25		
27	signage	1 day	Tue 9/20/22	Tue 9/20/22 26		
28	Landscaping	2 days	Wed 9/21/22	Thu 9/22/22 27		

Project: R.D. 3rd phase 2 edited by DB
Date: Mon 2/7/22

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

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

Greenstone-Kootenai II

FOR

North Place East 1st Addition

ENGINEERING SERVICES FEE SUMMARY

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

41 Lots X \$350.00 = \$ **14,350.00**

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

Greenstone-Kootenai II

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utilities**

Street light type: **200 watt Cobra Head**

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

Street light type: **100 watt Town & Country**

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

TOTAL = \$ 948.96

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

Greenstone-Kootenai II

FOR

North Place East 1st Addition

 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 \$5,983.00	=	\$ _____
_____ (# of Commercial service units) x \$5,983.00	=	\$ _____
_____ (# of structures connecting) x (Utility Deposit = \$60.00)	=	\$ _____

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$5,983.00
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APPENDIX VI
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Greenstone-Kootenai II

FOR

North Place East 1st Addition

____ 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 \$ 6,624.99 for existing structures or irrigation service to common areas.

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

Water Cap Fees

_____	x	3/4" – 1"	= \$3,773.99 Residential	=	\$ _____
<u>1</u>	x	1"	= \$6,289.99 Commercial	=	\$ <u>6,289.99</u>
_____	x	1-1/2"	= \$12,579.97	=	\$ _____
_____	x	2"	= \$20,127.96	=	\$ _____

Meter Fees

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

ACCOUNT FEES

1 (# of irrigation service connections) x Utility Deposit \$10 = \$ 10.00

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

Greenstone-Kootenai II

FOR

North Place East 1st Addition

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Doug Desmond
ENGINEERING FIRM: _____
ADDRESS: 1421 N. Meadowwood Ln #200
CITY: Liberty Lake STATE: WA ZIP: 99019
PHONE NO.: 509-458-5860
E-MAIL ADDRESS: ddesmond@greenstonehomes.com

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

Greenstone-Kootenai II

FOR

North Place East 1st Addition

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

Greenstone-Kootenai II

FOR

North Place East 1st Addition

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

Greenstone-Kootenai II

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: JUNE 21, 2022**

DATE: JUNE 14, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: BILL MELVIN, CITY ENGINEER

SUBJECT: MONTROSE 16TH ADDITION 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 Montrose 16th Addition 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 51-lot subdivision, with the application for plat submitted by Greenstone-Kootenai II.

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 **Kootenai-Greenstone II** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **Montrose 16th Addition**, 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, **Kevin Schneidmiller**, 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

Kevin Schneidmiller
Greenstone-Kootenai II
1421 Meadowwood Lane #200
Liberty Lake, WA 99019
(509) 458-5860

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

Montrose 16th Addition

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

ATTACHMENT "A"

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

Greenstone-Kootenai II

FOR

Montrose 16th Addition

- 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

Montrose 16th Addition

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: **\$ 1,241,164.00**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 538,115.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 50,760.00**
5. Total cost of improvements: **\$ 1,830,039.00**
6. Warranty amount: **\$ 91,501.95**

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Montrose 16th Addition

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Project Name:		Montrose 16th Addition																		
Project Number:		8-501000																		
Street Names					Wollaston Dr.	Picton Ave.	Satsop Ave	Stono Ct.	Okanogan Ave.	Empire Center Blvd	Clark Fork PKWY	Units	per unit	cost	tax	TOTAL COST (Includes Allocations)				
			length	380	128	562	124	847	215	150										
			width	32	32	32	32	34	53	36										
50	Radius	7850	culdesac				7850													
			area - sq ft	12160	4200	17984	3968	28798	11395	5400										
Expenses		You can change the row headings, but don't add any, if possible (i.e. you could change "mounding" to "blasting").																		
			average depth	1	1	1	1	1	1	1										
		taxable	ROW width	54	54	65	54	54	89											
9-0110	Grading		rough grade	20520	6912	36530	6696	45738	19135	0	Sq. Ft.	\$ 0.20	27,106	0						
			site clear and grub	15,000							Cu. Yds.	\$ 4.50	67,500	0						
			curb grade	760	256	1124	248	1694	430	300	LF	\$ 2.75	13,233	0						
			Rock under curb	760	256	1124	248	1694	430	300	LF	\$ 2.25	10,827	0						
			sidewalk grade & Rock	760	256	1124	248	1694	430	300	LF	\$ 4.00	19,248	0						
			fine grade	12160	4200	17984	3968	28798	11395	5400	Sq. Ft.	\$ 0.30	25,172	0						
			Mobilization/ cleanup	1	1	1	1	1	1		EA	\$ 1,000.00	6,000	0						
			finish lot grade	51								\$ 300.00	15,300	0						184,386
9-0103	staking and survey		lots	51								\$ 1,000.00	0							51,000
9-0120	Storm Drainage		0 Single Depth DW							1	Ea	\$ 2,850.00	2,850	0						
			0 Double Depth DW							1	Ea	\$ 3,350.00	3,350	0						
			0 CMP 10"		16	28		293			LF	\$ 42.00	14,154	0						
			0 PVC 12"	269		485					LF	\$ 68.00	51,272	0						
			0 PVC 15"	197							LF	\$ 70.00	13,790	0						
			0 PVC 18"					437			LF	\$ 78.00	34,086	0						
			0 storm manhole	4		2		4			Ea	\$ 5,200.00	52,000	0						
			0 Type I CB	4		3		4			Ea	\$ 1,850.00	20,350	0						
			0 Type II CB									\$ 2,200.00	0	0						
			0 Sidewalk Vaults					1	1		Ea	\$ 1,400.00	2,800	0						
			0 208' ponds					3581	340		Sq. Ft.	\$ 1.40	5,489	0						
			0 Rip Rap									\$ 500.00	0	0						
			0 Splash Pads					1			Ea	\$ 900.00	900	0						
			0 Hydroseed					3581	340		Sq. Ft.	\$ 0.20	784	0						201,826
9-0130	Sewer		0 6" mainline									\$ 26.00	0	0						
			0 8" mainline			428	181	178			LF	\$ 58.00	45,646	0						
			0 10" mainline								LF	\$ 55.00	0	0						
			0 12" mainline	694	140			455			LF	\$ 90.00	116,010	0						
			0 12" forced main									\$ 41.00	0	0						
			0 6" forced main									\$ 32.00	0	0						
			0 Manholes	3	1	3	1	5			Ea	\$ 4,850.00	63,050	0						
			0 Extra depth	694	140	428	181	455			LF	\$ 15.00	28,470	0						
			0 services	19	2	10	9	10	1		Ea	\$ 885.00	45,135	0						
			0 8" cleanout									\$ 500.00	0	0						
			0 service extra work									\$ 750.00	0	0						
			0 sleeving	265	28	140	126	140	14		LF	\$ 15.00	10,695	0						
			0 Tie in			1		1		1	Ea	\$ 1,800.00	5,400	0						
			0 boring									\$ -	0	0						314,406
9-0140	Water		0 6" mainline									\$ 30.00	0	0						
			0 8" mainline			560	185				Ea.	\$ 73.00	54,385	0						
			0 14" mainline	702	363			491		186	Ea.	\$ 165.00	287,430	0						

Project Name:	Montrose 16th Addition	Project Number:	8-501000																		
Street Names				Wollaston Dr.	Picton Ave.	Satsop Ave	Stono Ct.	Okanogan Ave.	Empire Center Blvd	Clark Fork PKWY	Units	per unit	cost	tax	TOTAL COST (Includes Allocations)						
	0 Air Vac											\$ 2,900.00	0	0							
	0 Fire Hydrants			1		1		2		Ea	\$ 6,750.00	27,000	0	0							
	0 blow offs						1	1		Ea	\$ 3,200.00	6,400	0	0							
	0 EGID Meters										\$ 350.00	0	0	0							
	0 Services			19	2	10	9	10	1	Ea	\$ 2,900.00	147,900	0	0							
	0 irrigation service								1	Ea	\$ 15,000.00	15,000	0	0							
	0 irrigation sleeving										\$ 5.00	0	0	0							
	0 Tie In										\$ 1,600.00	0	0	0	538,115						
9-0150	Paving	2" on 4"		12160	4200	17984	3968	28798		Sq. Ft.	\$ 2.10	140,931	0	0							
		2" on 6"								Sq. Ft.	\$ 2.15	0	0	0							
		3" on 6"							11395	Sq. Ft.	\$ 2.25	25,639	0	0							
		4" on 8"									\$ 4.45	0	0	0							
		Stop bar				1				Ea	\$ 3,000.00	3,000	0	0							
		Striping/ sawcut/Traffic cont.									\$ 15,500.00	0	0	0	169,570						
9-0151	Curbing	Curb and Gutter							430	LF	\$ 14.00	6,020	0	0							
		Rolled Curb		760	256	1124	248	1694		LF	\$ 14.00	57,148	0	0							
		Type "S" Curb									\$ 8.25	0	0	0	63,168						
9-0152	Sidewalk	width	5	760	256	1124	248	847	430	LF	\$ 3.75	68,719	0	0							
		6 feet									\$ 3.25	0	0	0							
		ada domes S.F		0							\$ 21.00	0	0	0							
		Barricades		8							\$ 1,100.00	8,800	0	0							
		ADA Domes		6	2	4	2	4	2	Ea	\$ 1,450.00	29,000	0	0	106,519						
9-0160	Landscaping-street scape	0 Tract	A					19372		Sq. Ft.	\$ 4.00	77,488	0	0							
		0 Tract	B								\$ 2.50	0	0	0							
		0 Tract	C								\$ 2.50	0	0	0							
		0 Tract	D								\$ 2.50	0	0	0							
		0 Tract	E								\$ 0.65	0	0	0							
		0 Tract	F								\$ 0.65	0	0	0							
		0 Tract	G								\$ 0.65	0	0	0							
		0 Tract	H								\$ 0.65	0	0	0							
		0 Tract	I								\$ 0.65	0	0	0							
		0 Tract	J								\$ 0.65	0	0	0							
		0 Tract	K								\$ 0.65	0	0	0							
		0 Clock Timer						1			\$ 2,500.00	2,500	0	0							
		0 Tract	Islands								\$ 1.50	0	0	0							
		0 Roundabout	Center landscape						1500		\$ 4.00	6,000	0	0	85,988						
9-0162	Street Trees	0 # of sides		19	6	28	6	42	11	Ea.	\$ 450.00	50,760	0	0	50,760						
9-0175	Trail System	0 concrete									\$ 3.50	0	0	0							
		asphalt						8500		Sq. Ft.	\$ 2.90	24,650	0	0	24,650						
9-0180	Mailboxes/Street Signs	1 mail boxes		1		1	1	1			\$ 2,975.00	11,900	0	0							
		0 street signs		1	1	1	1		1		\$ 850.00	4,250	0	0	16,150						

Project Name:		Montrose 16th Addition																	
Project Number:		8-501000																	
Street Names		Wollaston Dr.	Picton Ave.	Satsop Ave	Stono Ct.	Okanogan Ave.	Empire Center Blvd	Clark Fork PKWY	Units	per unit	cost	tax	TOTAL COST (Includes Allocations)						
9-0185	Street lights	2	1	1	1	1	1			\$ 1,500.00	10,500		10,500						
9-0190	Utility Trenching	0 lots		570	192	843	186	1271		\$ 18.00	55,107	0	55,107						
CONSTRUCTION COSTS													1,872,144						
Owned and Operated by City of Post Falls													1,241,164						
Owned and Operated by Others													538,115						
Street Trees													50,760						
Total Cost of Improvments													1,830,039						

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Montrose 16th Addition

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

Greenstone-Kootenai II

FOR

Montrose 16th Addition

CONSTRUCTION DRAWINGS

Plans Titled: **Montrose 16th Addition**

Dated: **6/6/22**

By: **Whipple Engineering**

Sheets 1 through 14

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

Greenstone-Kootenai II

FOR

Montrose 16th Addition

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	Montrose 16th Addition	88 days	Wed 6/1/22	Fri 9/30/22		
2	Preconstruction Meeting	1 day?	Wed 6/1/22	Wed 6/1/22		
3	Mass Grading	4 days	Thu 6/2/22	Tue 6/7/22 2		
4	Sewer	14 days	Wed 6/8/22	Mon 6/27/22 3		
5	Water	10 days	Tue 6/28/22	Mon 7/11/22 4		
6	Storm Water	5 days	Tue 7/12/22	Mon 7/18/22 5		
7	Utility Crossings - Dig and Inspection	2 days	Tue 7/19/22	Wed 7/20/22 6		
8	Electric Install	2 days	Thu 7/21/22	Fri 7/22/22 7		
9	Cable and Phone	2 days	Mon 7/25/22	Tue 7/26/22 8		
10	Avista Gas Install	3 days	Wed 7/27/22	Fri 7/29/22 9		
11	Curb and road subgrade	6 days	Mon 8/1/22	Mon 8/8/22 10		
12	Curb	3 days	Tue 8/9/22	Thu 8/11/22 11		
13	Road Final Grade base rock & Structures	6 days	Fri 8/12/22	Fri 8/19/22 12		
14	Asphalt	2 days	Mon 8/22/22	Tue 8/23/22 13		
15	Sidewalks	6 days	Wed 8/24/22	Wed 8/31/22 14		
16	Utilities Trench Dig	3 days	Thu 9/1/22	Mon 9/5/22 15		
17	Electric Install	5 days	Tue 9/6/22	Mon 9/12/22 16		
18	Cable and Fiber Install	4 days	Tue 9/13/22	Fri 9/16/22 17		
19	Gas Install	5 days	Mon 9/19/22	Fri 9/23/22 18		
20	Back fill	4 days	Mon 9/26/22	Thu 9/29/22 19		
21	signage	1 day	Fri 9/30/22	Fri 9/30/22 20		



Project: R.D. 3rd phase 2 edited by DB
Date: Mon 3/28/22

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

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

Greenstone-Kootenai II

FOR

Montrose 16th Addition

ENGINEERING SERVICES FEE SUMMARY

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

51 Lots X \$350.00 = \$ **17,850.00**

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

Greenstone-Kootenai II

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utilities**

Street light type: **100w Town & Country**

8 lights X 12 months X \$ 13.18 per month = \$ 1265.28

Street light type: _____

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

TOTAL = \$ 1265.28

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

Greenstone-Kootenai II

FOR

Montrose 16th Addition

 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 \$5,983.00	=	\$ _____
_____ (# of Commercial service units) x \$5,983.00	=	\$ _____
_____ (# of structures connecting) x (Utility Deposit = \$60.00)	=	\$ _____

SEWER CAP FEES

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

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

Greenstone-Kootenai II

FOR

Montrose 16th Addition

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

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

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

Water Cap Fees

_____	x	3/4" – 1"	= \$3,773.99 Residential	=	\$ _____
_____	x	1"	= \$6,289.99 Commercial	=	\$ _____
_____	x	1-1/2"	= \$12,579.97	=	\$ _____
_____	x	2"	= \$20,127.96	=	\$ _____

Meter Fees

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

ACCOUNT FEES

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

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

Greenstone-Kootenai II

FOR

Montrose 16th Addition

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Ray Kimball, P.E.**
ENGINEERING FIRM: **Whipple Engineering**
ADDRESS: **21 S. Pines Rd.**
CITY: **Spokane Valley** STATE: **WA** ZIP: **99206**
PHONE NO.: **(509) 893-2617**
E-MAIL ADDRESS: **rkimball@whipplece.com**

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

Greenstone-Kootenai II

FOR

Montrose 16th Addition

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

Greenstone-Kootenai II

FOR

Montrose 16th Addition

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

Greenstone-Kootenai II

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 6/21/2022

DATE: 6/16/2022 9:05 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Field Herrington
SUBJECT: KCFR INTERGOVERNMENTAL AGREEMENT FOR THE COLLECTION AND EXPENDITURE OF IMPACT FEES

ITEM AND RECOMMENDED ACTION:

This is a Intergovernmental Agreement that sets forth the terms and conditions for the collection of impact fees by the city on behalf of KCFR.

Staff recommends executing the Agreement.

DISCUSSION:

This is another piece of the puzzle to adopt and collect impact fees on behalf of KCFR.

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:

The city will receive an administrative fee of \$20.00 per permit for the calculation, collection, and remittance of Impact Fees performed by City staff.

BUDGET CODE:

**CITY OF POST FALLS/KOOTENAI COUNTY FIRE & RESCUE
INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT
FOR THE COLLECTION AND EXPENDITURE OF
DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEM IMPROVEMENTS**

[Idaho Code § 67-8204A & 67-2328]

Parties to the Agreement:

City of Post Falls	“City”	408 N. Spokane Street Post Falls, ID 83854
Kootenai County Fire and Rescue	“Fire District”	1590 E. Seltice Way Post Falls, ID 83854

THIS AGREEMENT is made effective as of the date of last signature below by and between the Parties as herein defined.

NOW THEREFORE, in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the Parties to this Agreement as having been received, the Parties hereby mutually promise, covenant, and agree as follows:

**SECTION 1
DEFINITIONS**

For all purposes of this Agreement, the following terms have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise:

- 1.1 Agreement:** Means and refers to this *City of Post Falls/Kootenai County Fire & Rescue Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements*, by and between the Parties pursuant to Idaho Code § 67-8204A and Title 19, Chapter 10, Post Falls City Code, which may be referred to and cited as the “Post Falls/Fire District Impact Fee Agreement.”
- 1.2 Capital Improvements Plan:** Means and refers to the most recent Impact Fee Study and Capital Improvements Plan, adopted by the City and Fire District pursuant to the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code.
- 1.3 Capital Projects Fund:** Means and refers to Fire District’s capital projects fund as established by its Board of Commissioners by policy in compliance with Idaho Code § 67-8210(1), which shall include any of one or more interest bearing accounts into which Fire District Impact Fees shall be deposited and maintained by the Fire District.

- 1.4 **Costs:** Means and refers to the expense inclusive of attorney fees, publication costs, expert and/or consultant fees directly related to the performance of a covenant of this Agreement.
- 1.5 **City:** Means and refers to the City of Post Falls, Idaho, a party to this Agreement.
- 1.6 **Fire District:** Means and refers to Kootenai County Fire & Rescue, a party to this Agreement.
- 1.7 **Advisory Committee:** Means and refers to the city of Post Falls' Development Impact Fee Advisory Committee formed pursuant to Idaho Code § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.
- 1.8 **Ordinance:** Means and refers to the City of Post Falls Development Impact Fee Ordinance, codified at Title 19, Chapter 10, Post Falls City Code, together with any amendments thereto approved subsequent to the date of this Agreement.
- 1.9 **Party/Parties:** Means and refers to the City and/or Fire District, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.10 **Service Area:** Means and refers to that certain area as a defined in the Act at Idaho Code § 67-8203(26) being all that geographic area within the city limits of the City, including any areas annexed thereto subsequent to the date of this Agreement. For purposes of this Agreement, there shall be one Service Area encompassing the city limits of the City in its entirety, including all subsequently annexed areas.
- 1.11 **System Improvements:** Means and refers to capital improvements to public facilities identified in the Capital Improvements Plan designed to provide service to a service area as defined in the Act at Idaho Code § 67-8203(28).
- 1.12 **All other definitions:** All other definitions of this Agreement are set forth in Section 19.10.030 of the Ordinance and are herein included as separate definitions as if the same are set forth herein.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1 The Purpose of this Agreement is to facilitate the intent and purpose of the Capital Improvements Plan and the Ordinance, to promote and accommodate orderly growth and development, protect the public health, safety, and general welfare of the residents within the boundaries of Fire District, and to further the best interest of the Parties; and
- 2.2 Idaho Code § 67-2328 authorizes public agencies in Idaho to exercise jointly any power, privilege, or authority authorized by the Idaho Constitution, statute, or charter. The Parties, each being a public agency, hereby agree to exercise jointly their respective powers,

privileges, and authorities to accomplish the collection and expenditure of development impact fees in accordance with Title 67, Chapter 82 Idaho Code; and

- 2.3 The City is a governmental entity as defined in the Act at Idaho Code § 67-8203(14) and, as provided at Idaho Code § 67-8202(5), has ordinance authority to adopt a development impact fee ordinance whereas Fire District does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 2.4 Idaho Code § 67-8204A, provides that the City, when affected by development, has the authority to enter into an intergovernmental agreement with Fire District for the purpose of agreeing to collect and expend development impact fees for System Improvements; and
- 2.5 Fire District's duty and responsibility is to provide protection of property against fire and the preservation of life, emergency medical services, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and
- 2.6 The Fire District boundaries include all areas within the city limits of the City, and Fire District provides fire and emergency medical services within the City in its entirety; and
- 2.7 The City is experiencing and is affected by considerable growth and development; and
- 2.8 The purposes of the Act, as expressed in Idaho Code § 67-8202, are as follows:
 - Ensure that adequate public facilities are available to serve new growth and development;
 - Promote orderly growth and development by establishing uniform standards by which local governments, such as the Parties, may require those who benefit from new growth and development pay their proportionate share of the costs of new public facilities needed to serve that new growth and development through payment of development impact fees; and
 - Establish minimum standards for and authorize cities to adopt impact fee ordinances.
- 2.9 Fire District has provided the City with a Capital Improvements Plan prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Advisory Committee; and
- 2.10 Adoption of the Capital Improvements Plan by the City Council and Fire District Board of Commissioners were in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1), as applicable; and
- 2.11 This Agreement facilitates the intent and purposes of the Fire District Capital Improvements Plan and the Ordinance, is in the best interest of the Parties, promotes and accommodates orderly growth and development, and protects the public health, safety and general welfare of the residents within the City and within the boundaries of Fire District which are not within a city; and
- 2.12 The Parties have determined it is necessary and desirable to enter into this Agreement.

**SECTION 3
CAPITAL PROJECTS FUND**

- 3.1 Capital Projects Fund Name:** The Capital Projects Fund established by Fire District pursuant to section 19.10.120 of the Ordinance and this Agreement shall be known as the Post Falls/Kootenai County Fire & Rescue Development Impact Fee Capital Projects Fund (the “Capital Projects Fund”).
- 3.2 Deposits to the Capital Projects Fund Account:** Fire District development impact fees collected by the City pursuant to the Ordinance and transferred to Fire District shall be deposited and maintained by Fire District to the Capital Projects Fund Account.
- 3.3 Interest Bearing Capital Projects Fund Account:** Fire District shall establish the Post Falls/Fire District Development Impact Fee Capital Projects Funds account (the “Capital Projects Fund Account”) as an interest-bearing account.
- 3.4 Capital Projects Fund Accounting:** Fire District shall account for the Capital Projects Fund Account as follows:
- 3.4.1** Establish a separate accounting entry for each collected and transferred Impact Fee by the designation of the month, day and year the Impact Fee was collected by the City, the name of the fee payer, and the identification of the real property which is the subject of the collection of the Impact Fee including the name of the subdivision, the lot number and the block number or the County Assessor parcel number (e.g., 11-5-2021 – Reeves – Most Excellent View Subdivision, Lot 2, Block 10, or Kootenai County Parcel No. H-9900-010-002-0).
- 3.4.2** Each separate accounting entry shall be additionally designated in the event it was paid under protest (i.e., UP) or is the subject of a claim for refund or reimbursement (i.e., CR).
- 3.4.3** All Impact Fees in the Capital Projects Fund shall be maintained in an interest-bearing account. The interest earned by this Account pursuant to Idaho Code § 67-8210(1) shall not be governed by Idaho Code § 57-127, as amended, but shall be considered funds of the Account and shall be subject to the same restrictions on uses of collected Impact Fees on which the interest is generated.
- 3.4.4** *First-in/First-out.* All Impact Fees in each account shall be spent in the order collected, on a first-in/first-out basis.
- 3.4.5** *Financial Records.* Accurate financial records shall be maintained and kept for each account that shall show the source and disbursement of all revenues, that shall account for all Impact Fee monies received, that shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provisions of projects specified in the Capital Improvements Plan, and that shall provide an annual accounting of the Capital Projects Fund account showing the source and amount of all Impact Fees collected and the projects that were funded.

- 3.5 Capital Projects Fund Account Audit:** Fire District shall have performed, prepared and a copy provided to the City, an audit as an annual report: (a) describing the amount of all Impact Fees received, appropriated or spent during the preceding year by category of Public Facility; and (b) describing the percentage of taxes and revenues from sources other than the Impact Fees collected, appropriated or spent for System Improvements during the preceding fiscal year by System Improvements category of public facility and the Service Area.
- 3.6 Capital Projects Fund Account Expenditures:** Distribution from the Capital Projects Fund, except for a Fee Payer reimbursement or Fee Payer Refund made pursuant to the City Ordinance and this Agreement, shall be in accordance with Idaho Code § 67-8210.

SECTION 4 COVENANTS OF PERFORMANCE SPECIFIC TO FIRE DISTRICT

The Fire District shall at all times:

- 4.1** Abide by the terms and conditions required of Fire District as set forth in the Ordinance and any amendments to the same; and
- 4.2** Maintain and staff the position of Fire District Administrator to manage and perform the duties and responsibilities of that position as set forth in the Ordinance; and
- 4.3** Establish and maintain the Capital Projects Fund which is in accordance with the terms and conditions of the Ordinance and the provisions of Section 67-8210, Idaho Code, and any amendment or recodification of the same; and
- 4.4** Pay the following costs:
- 4.4.1** Proportional costs associated with the Advisory Committee;
 - 4.4.2** Costs of drafting and publication of the Ordinance and any amendment or repeal of the same as may be requested by the City;
 - 4.4.3** Costs of drafting of this Agreement and any amendment or termination of the same as may be requested by the City;
 - 4.4.4** Costs associated with Fire District's performance of this Agreement;
 - 4.4.5** Cost associated with an appeal of a claim of exemption;
 - 4.4.6** Legal costs and fees of any action brought by a Fee Payer or Developer involving a determination of Fire District under the provisions of the Ordinance;
- 4.5** Be solely responsible for performance of the terms and conditions required of Fire District by the Ordinance and by this Agreement; and

- 4.6 Be solely responsible for the determination and payment of any refund or reimbursement due to any fee payer or successor in interest; and

**SECTION 5
COVENANTS OF PERFORMANCE SPECIFIC TO THE CITY**

The City shall:

- 5.1 Approve and enact the Ordinance and maintain the same in full force and effect until amended and/or repealed in accordance with the provisions of this Agreement; and
- 5.2 Abide by the terms and conditions required of the City as set forth in the Ordinance and any amendments to the same, including the calculation and collection of Fire District Impact Fees in accordance with the terms of the Ordinance provided that the City will begin collecting inflationary increases in Fire District's impact fees at the beginning of the City's fiscal year or at the time the City adjusts its impact fees to reflect inflationary increases; and
- 5.3 Remit all Fire District Impact Fees collected by the City to Fire District for deposit in the Capital Projects Fund in accordance with the terms and conditions of the Ordinance and the provisions of Section 67-8210, Idaho Code; and
- 5.4 Be solely responsible for performance of the terms and conditions required of the City by the Ordinance and by this Agreement.

**SECTION 6
ADMINISTRATIVE STAFFING**

- 6.1 The administration of the Ordinance and performance of its terms by the City shall be under the direction of the Community Development Director.
- 6.2 The administration of the Ordinance and performance of its terms by Fire District shall be under the direction of Fire District Administrator under the Ordinance.

**SECTION 7
NOTICE AND DELIVERY OF DOCUMENTS**

- 7.1 The contact information for purposes of notice to and/or the delivery of documents to the City is as follows:

- 7.1.1 By mail or hand delivery addressed to:

City of Post Falls
Attn: Community Development Director
408 N. Spokane Street
Post Falls, ID 83854

7.1.2 By scanning, attaching and e-mailing to: rseale@postfallsidaho.org.

7.2 The contact information for purposes of notice to and/or the delivery of documents to Fire District is as follows:

7.2.1 By mail or hand delivery addressed to:

Kootenai County Fire and Rescue
Attn: Administrator
1590 E. Seltice Way
Post Falls, ID 83854

7.2.2 By scanning, attaching and e-mailing to: _____

7.3 In the event either party has a change in the address and/or contact information provided for in this Section, notice of the same shall be provided to the other and upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

SECTION 8 DELIVERY OF FIRE DISTRICT IMPACT FEES TO FIRE DISTRICT

8.1 **Remittance of Fees to Fire District:** Fire District Impact Fees collected by the City shall be delivered to the Fire District on a monthly basis less an administrative fee of Twenty Dollars (\$20.00) per permit for the calculation, collection, and remittance of Impact Fees performed by City staff.

SECTION 9 ALLOCATION OF RISK

9.1 Fire District and City shall be responsible only for the acts, omissions or negligence of such party's own officers, agents, and employees. Nothing in this agreement shall extend the tort responsibility or liability of the Fire District or City beyond that required by law, including for the State of Idaho Tort Claims Act, Idaho Code 6-901, *et seq.*

Each party shall be responsible for all claims, losses, actions, damages, judgements, costs, expenses arising out of or in connection with any acts or omissions of that party related to the Ordinance, this Agreement, the assessment, collection and/or expenditure of impact fees provided by the Ordinance, and/or any claim involving the administration of impact fees as provided by this Agreement by its employees and agents in the performance of the Agreement. If a claim or damage is not covered by the party's self-insurance or other property coverage, the responsible party shall pay the costs arising from such claim or damage to the extent funds are legally available therefor. If a claim or damage arises from more than one party's performance of the Agreement or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.

SECTION 10
TERM, AMENDMENT AND TERMINATION

- 10.1 Term:** This Agreement shall continue in force and effect perpetually from its execution date unless terminated as provided in this section.
- 10.2 Amendments.**
- 10.2.1** An amendment may be proposed by either Party or the result of an update of the Capital Improvements Plan.
- 10.2.2** A proposed amendment must be in writing and include this entire Agreement as then existing, and shall therein include a strike-through of any language to be deleted and underlining of any new language of the proposed Amendment.
- 10.2.3** A proposed Amendment shall contain a Statement of Purpose (which shall include a statement of how the Parties will be affected by the Amendment), the Party to contact for information and the Amended and Reformed Agreement text and be accompanied by any accompanying proposed amendment of the Ordinance.
- 10.2.4** The proposing Party shall also prepare and submit to the other Party the proposed Amendment as above stated together with an Amended and Reformed Agreement form in the event the proposed Amendment is approved.
- 10.2.5** An approved amended and restated Agreement shall be executed by the City Council and the Fire District Board of Commissioners.
- 10.3 Termination:** This Agreement may only be terminated in accordance with the following process:
- 10.3.1** Either party may propose a termination and the same may be terminated upon mutual agreement of the Parties or by one of the Parties, subject to six (6) months prior notice, all in accordance with the provisions of this section.
- 10.3.2** A proposed termination shall contain a statement of the reasons for termination, which shall include a statement of how the Parties will be affected by the termination. Any proposal to terminate the Agreement must also include a proposal regarding the repeal of the Ordinance.
- 10.3.3** No termination of this Agreement or repeal of the Ordinance can be retroactive and the Agreement and Ordinance shall remain in effect regarding any active accounts in the Capital Projects Fund.

SECTION 11
EFFECTIVE DATE

11.1 This Agreement is effective simultaneously with the effective date of the Ordinance.

**SECTION 12
GENERAL PROVISIONS**

12.1 **Third Party Beneficiaries:** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto and/or a Developer or Fee Payer affected by the Ordinance or the Agreement.

12.2 **Severability:** Should any term or provision of this Agreement or the application thereof to any person, parties or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

12.3 **Counterparts:** This Agreement may be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original."

12.4 **Captions:** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

12.5 **Choice of Law:** This Agreement shall be governed and interpreted by the laws of the state of Idaho.

12.6 **Assignment:** No Party may assign this Agreement or any interest therein.

IN WITNESS WHEREOF, the undersigned Parties have by action and/or authority of their Governing Bodies caused this Agreement to be executed and made it effective as hereinabove provided, this _____ day of _____, _____.

CITY OF POST FALLS

Ronald Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

Date: _____, 2022__

KOOTENAI COUNTY FIRE & RESCUE

_____, _____

ATTEST:

Secretary Date: _____, 2022

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 6/21/2022

DATE: 6/16/2022 9:04 AM

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington

SUBJECT: KCEMSS INTERGOVERNMENTAL AGREEMENT FOR THE COLLECTION AND EXPENDITURE OF IMPACT FEES

ITEM AND RECOMMENDED ACTION:

This is a Intergovernmental Agreement that sets forth the terms and conditions for the collection of impact fees by the city on behalf of KCEMSS.

Staff recommends executing the Agreement.

DISCUSSION:

This is another piece of the puzzle to adopt and collect impact fees on behalf of KCEMSS.

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:

The city will receive an administrative fee of \$10.00 per permit for the calculation, collection, and remittance of Impact Fees performed by City staff.

BUDGET CODE:

**CITY OF POST FALLS/
KOOTENAI COUNTY EMERGENCY MEDICAL SERVICES SYSTEM (KCEMSS)
INTERGOVERNMENTAL AGREEMENT AND JOINT POWERS AGREEMENT
FOR THE COLLECTION AND EXPENDITURE OF
DEVELOPMENT IMPACT FEES FOR EMS SYSTEM IMPROVEMENTS**

[Idaho Code § 67-8204A & 67-2328]

Parties to the Agreement:

City of Post Falls	“City”	408 N. Spokane Street Post Falls, ID 83854
Kootenai County Emergency Medical Services System	“KCEMSS”	4381 W. Seltice Way Coeur d’Alene, ID 83814

THIS AGREEMENT is made effective as of the date of last signature below by and between the Parties as herein defined.

NOW THEREFORE, in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the Parties to this Agreement as having been received, the Parties hereby mutually promise, covenant, and agree as follows:

**SECTION 1
DEFINITIONS**

For all purposes of this Agreement, the following terms have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise:

- 1.1 Agreement:** Means and refers to this *City of Post Falls/Kootenai County Emergency Medical Services System Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for EMS System Improvements*, by and between the Parties pursuant to Idaho Code § 67-8204A and Title 19, Chapter 10, Post Falls City Code, which may be referred to and cited as the “Post Falls/KCEMSS Impact Fee Agreement.”
- 1.2 Capital Improvements Plan:** Means and refers to the most recent Impact Fee Study and Capital Improvements Plan, adopted by the City and KCEMSS pursuant to the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code (“the Act”).
- 1.3 Capital Projects Fund:** Means and refers to KCEMSS’s capital projects fund as established by its Board of Commissioners by policy in compliance with Idaho Code § 67-8210(1), which shall include any of one or more interest bearing accounts into which EMS Impact Fees shall be deposited and maintained by KCEMSS.

- 1.4 **Costs:** Means and refers to the expense inclusive of attorney fees, publication costs, expert and/or consultant fees directly related to the performance of a covenant of this Agreement.
- 1.5 **City:** Means and refers to the City of Post Falls, Idaho, a party to this Agreement.
- 1.6 **KCEMSS:** Means and refers to the Kootenai County Emergency Medical Services System, a party to this Agreement.
- 1.7 **Advisory Committee:** Means and refers to the Joint Development Impact Fee Advisory Committee formed pursuant to Idaho Code § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.
- 1.8 **Ordinance:** Means and refers to the City of Post Falls Development Impact Fee Ordinance, codified at Title 9, Chapter 2, Post Falls City Code, together with any amendments thereto approved subsequent to the date of this Agreement.
- 1.9 **Party/Parties:** Means and refers to the City and/or KCEMSS, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.10 **Service Area:** Means and refers to that certain area as a defined in the Act at Idaho Code § 67-8203(26) being all that geographic area within the city limits of the City, including any areas annexed thereto subsequent to the date of this Agreement. For purposes of this Agreement, there shall be one Service Area encompassing the city limits of the City in its entirety, including all subsequently annexed areas.
- 1.11 **System Improvements:** Means and refers to capital improvements to public facilities identified in the Capital Improvements Plan designed to provide service to a service area as defined in the Act at Idaho Code § 67-8203(28).
- 1.12 **All other definitions:** All other definitions of this Agreement are set forth in Section 9-2-2 of the Ordinance and are herein included as separate definitions as if the same are set forth herein.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1 The Purpose of this Agreement is to facilitate the intent and purpose of the Capital Improvements Plan and the Ordinance, to promote and accommodate orderly growth and development, protect the public health, safety, and general welfare of the residents within the boundaries of KCEMSS, and to further the best interest of the Parties; and
- 2.2 Idaho Code § 67-2328 authorizes public agencies in Idaho to exercise jointly any power, privilege, or authority authorized by the Idaho Constitution, statute, or charter. The Parties, each being a public agency, hereby agree to exercise jointly their respective powers, privileges, and authorities to accomplish the collection and expenditure of development impact fees in accordance with Title 67, Chapter 82 Idaho Code; and

- 2.3 The City is a governmental entity as defined in the Act at Idaho Code § 67-8203(14) and, as provided at Idaho Code § 67-8202(5), has ordinance authority to adopt a development impact fee ordinance whereas KCEMSS does not have ordinance authority and cannot adopt a development impact fee ordinance; and
- 2.4 Idaho Code § 67-8204A, provides that the City, when affected by development, has the authority to enter into an intergovernmental agreement with KCEMSS for the purpose of agreeing to collect and expend development impact fees for System Improvements; and
- 2.5 KCEMSS' duty and responsibility is to provide emergency medical services; and
- 2.6 The KCEMSS boundaries include all areas within the city limits of the City, and KCEMSS provides emergency medical services within the City in its entirety; and
- 2.7 The City is experiencing and is affected by considerable growth and development; and
- 2.8 The purposes of the Act, as expressed in Idaho Code § 67-8202, are as follows:
- Ensure that adequate public facilities are available to serve new growth and development;
 - Promote orderly growth and development by establishing uniform standards by which local governments, such as the Parties, may require those who benefit from new growth and development pay their proportionate share of the costs of new public facilities needed to serve that new growth and development through payment of development impact fees; and
 - Establish minimum standards for and authorize cities to adopt impact fee ordinances.
- 2.9 KCEMSS has provided the City with a Capital Improvements Plan prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Advisory Committee; and
- 2.10 Adoption of the Capital Improvements Plan by the City Council and KCEMSS Board of Commissioners were in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1), as applicable; and
- 2.11 This Agreement facilitates the intent and purposes of the KCEMSS Capital Improvements Plan and the Ordinance, is in the best interest of the Parties, promotes and accommodates orderly growth and development, and protects the public health, safety and general welfare of the residents within the City and within the boundaries of KCEMSS which are not within a city; and
- 2.12 The Parties have determined it is necessary and desirable to enter into this Agreement.

**SECTION 3
CAPITAL PROJECTS FUND**

- 3.1 Capital Projects Fund Name:** The Capital Projects Fund established by KCEMSS pursuant to section 19.10.120 of the Ordinance and this Agreement shall be known as the Post Falls/KCEMSS Development Impact Fee Capital Projects Fund (the “Capital Projects Fund”).
- 3.2 Deposits to the Capital Projects Fund Account:** EMS development impact fees collected by the City pursuant to the Ordinance and transferred to KCEMSS shall be deposited and maintained by KCEMSS to the Capital Projects Fund Account.
- 3.3 Interest Bearing Capital Projects Fund Account:** KCEMSS shall establish the Post Falls/KCEMSS Development Impact Fee Capital Projects Fund account (the “Capital Projects Fund Account”) as an interest-bearing account.
- 3.4 Capital Projects Fund Accounting:** KCEMSS shall account for the Capital Projects Fund Account as follows:
- 3.4.1** Establish a separate accounting entry for each collected and transferred Impact Fee by the designation of the month, day and year the Impact Fee was collected by the City, the name of the fee payer, and the identification of the real property which is the subject of the collection of the Impact Fee including the name of the subdivision, the lot number and the block number or the County Assessor parcel number (e.g., 11-5-2021 – Reeves – Most Excellent View Subdivision, Lot 2, Block 10, or Kootenai County Parcel No. H-9900-010-002-0).
- 3.4.2** Each separate accounting entry shall be additionally designated in the event it was paid under protest (i.e., UP) or is the subject of a claim for refund or reimbursement (i.e., CR).
- 3.4.3** All Impact Fees in the Capital Projects Fund shall be maintained in an interest-bearing account. The interest earned by this Account pursuant to Idaho Code § 67-8210(1) shall not be governed by Idaho Code § 57-127, as amended, but shall be considered funds of the Account and shall be subject to the same restrictions on uses of collected Impact Fees on which the interest is generated.
- 3.4.4** *First-in/First-out.* All Impact Fees in each account shall be spent in the order collected, on a first-in/first-out basis.
- 3.4.5** *Financial Records.* Accurate financial records shall be maintained and kept for each account that shall show the source and disbursement of all revenues, that shall account for all Impact Fee monies received, that shall ensure that the disbursement of funds from each account shall be used solely and exclusively for the provisions of projects specified in the Capital Improvements Plan, and that shall provide an annual accounting of the Capital Projects Fund account showing the source and amount of all Impact Fees collected and the projects that were funded.

- 3.5 Capital Projects Fund Account Audit:** KCEMSS shall have performed, prepared and a copy provided to the City, an audit as an annual report: (a) describing the amount of all Impact Fees received, appropriated or spent during the preceding year by category of Public Facility; and (b) describing the percentage of taxes and revenues from sources other than the Impact Fees collected, appropriated or spent for System Improvements during the preceding fiscal year by System Improvements category of public facility and the Service Area.
- 3.6 Capital Projects Fund Account Expenditures:** Distribution from the Capital Projects Fund, except for a Fee Payer reimbursement or Fee Payer Refund made pursuant to the City Ordinance and this Agreement, shall be in accordance with Idaho Code § 67-8210.

SECTION 4 COVENANTS OF PERFORMANCE SPECIFIC TO KCEMSS

KCEMSS shall at all times:

- 4.1** Abide by the terms and conditions required of KCEMSS as set forth in the Ordinance and any amendments to the same; and
- 4.2** Maintain and staff the position of KCEMSS Administrator to manage and perform the duties and responsibilities of that position as set forth in the Ordinance; and
- 4.3** Establish and maintain the Capital Projects Fund which is in accordance with the terms and conditions of the Ordinance and the provisions of Section 67-8210, Idaho Code, and any amendment or recodification of the same; and
- 4.4** Pay the following costs:
- 4.4.1** Proportional costs associated with the Advisory Committee;
 - 4.4.2** Costs of drafting and publication of the Ordinance and any amendment or repeal of the same as may be requested by KCEMSS;
 - 4.4.3** Costs of drafting of this Agreement and any amendment or termination of the same as may be requested by KCEMSS;
 - 4.4.4** Costs associated with KCEMSS' performance of this Agreement;
 - 4.4.5** Cost associated with an appeal of a claim of exemption;
 - 4.4.6** Legal costs and fees of any action brought by a Fee Payer or Developer involving a determination of KCEMSS under the provisions of the Ordinance; and
- 4.5** Be solely responsible for performance of the terms and conditions required of KCEMSS by the Ordinance and by this Agreement; and

- 4.6 Be solely responsible for the determination and payment of any refund or reimbursement due to any fee payer or successor in interest.

**SECTION 5
COVENANTS OF PERFORMANCE SPECIFIC TO THE CITY**

The City shall:

- 5.1 Approve and enact the Ordinance and maintain the same in full force and effect until amended and/or repealed in accordance with the provisions of this Agreement; and
- 5.2 Abide by the terms and conditions required of the City as set forth in the Ordinance and any amendments to the same, including the calculation and collection of KCEMSS Impact Fees in accordance with the terms of the Ordinance provided that the City will begin collecting inflationary increases in KCEMSS' impact fees at the beginning of the City's fiscal year or at the time the City adjusts its impact fees to reflect inflationary increases; and
- 5.3 Remit all KCEMSS Impact Fees collected by the City to KCEMSS for deposit in the Capital Projects Fund in accordance with the terms and conditions of the Ordinance and the provisions of Section 67-8210, Idaho Code; and
- 5.4 Be solely responsible for performance of the terms and conditions required of the City by the Ordinance and by this Agreement.

**SECTION 6
ADMINISTRATIVE STAFFING**

- 6.1 The administration of the Ordinance and performance of its terms by the City shall be under the direction of the Community Development Director.
- 6.2 The administration of the Ordinance and performance of its terms by KCEMSS shall be under the direction of KCEMSS Administrator under the Ordinance.

**SECTION 7
NOTICE AND DELIVERY OF DOCUMENTS**

- 7.1 The contact information for purposes of notice to and/or the delivery of documents to the City is as follows:

- 7.1.1 By mail or hand delivery addressed to:

City of Post Falls
Attn: Community Development Director
408 N. Spokane Street
Post Falls, ID 83854

- 7.1.2 By scanning, attaching and e-mailing to: rseale@postfallsidaho.org.
- 7.2 The contact information for purposes of notice to and/or the delivery of documents to KCEMSS is as follows:
- 7.2.1 By mail or hand delivery addressed to:
- Kootenai County Emergency Medical Services System
Attn: Administrator
4381 W. Seltice Way
Coeur d'Alene, ID 83814
- 7.2.2 By scanning, attaching and e-mailing to: tracya@kcemss.org
- 7.3 In the event either party has a change in the address and/or contact information provided for in this Section, notice of the same shall be provided to the other and upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

SECTION 8 DELIVERY OF KCEMSS IMPACT FEES TO KCEMSS

- 8.1 **Remittance of Fees to KCEMSS:** KCEMSS Impact Fees collected by the City shall be delivered to KCEMSS on a monthly basis less an administrative fee of Ten Dollars (\$10.00) per permit for the calculation, collection, and remittance of Impact Fees performed by City staff.

SECTION 9 ALLOCATION OF RISK

- 9.1 KCEMSS and the City shall be responsible only for the acts, omissions or negligence of such party's own officers, agents, and employees. Nothing in this agreement shall extend the tort responsibility or liability of KCEMSS or City beyond that required by law, including for the State of Idaho Tort Claims Act, Idaho Code 6-901, *et seq.*

Each party shall be responsible for all claims, losses, actions, damages, judgements, costs, expenses arising out of or in connection with any acts or omissions of that party related to the Ordinance, this Agreement, the assessment, collection and/or expenditure of impact fees provided by the Ordinance, and/or any claim involving the administration of impact fees as provided by this Agreement by its employees and agents in the performance of the Agreement. If a claim or damage is not covered by the party's self-insurance or other property coverage, the responsible party shall pay the costs arising from such claim or damage to the extent funds are legally available therefor. If a claim or damage arises from more than one party's performance of the Agreement or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.

SECTION 10
TERM, AMENDMENT AND TERMINATION

- 10.1 Term:** This Agreement shall continue in force and effect perpetually from its execution date unless terminated as provided in this section.
- 10.2 Amendments.**
- 10.2.1** An amendment may be proposed by either Party or the result of an update of the Capital Improvements Plan.
- 10.2.2** A proposed amendment must be in writing and include this entire Agreement as then existing, and shall therein include a strike-through of any language to be deleted and underlining of any new language of the proposed Amendment.
- 10.2.3** A proposed Amendment shall contain a Statement of Purpose (which shall include a statement of how the Parties will be affected by the Amendment), the Party to contact for information and the Amended and Reformed Agreement text and be accompanied by any accompanying proposed amendment of the Ordinance.
- 10.2.4** The proposing Party shall also prepare and submit to the other Party the proposed Amendment as above stated together with an Amended and Reformed Agreement form in the event the proposed Amendment is approved.
- 10.2.5** An approved amended and restated Agreement shall be executed by the City Council and the KCEMSS Board of Commissioners.
- 10.3 Termination:** This Agreement may only be terminated in accordance with the following process:
- 10.3.1** Either party may propose a termination and the same may be terminated upon mutual agreement of the Parties or by one of the Parties, subject to six (6) months prior notice, all in accordance with the provisions of this section.
- 10.3.2** A proposed termination shall contain a statement of the reasons for termination, which shall include a statement of how the Parties will be affected by the termination. Any proposal to terminate the Agreement must also include a proposal regarding the repeal of the Ordinance.
- 10.3.3** No termination of this Agreement or repeal of the Ordinance can be retroactive and the Agreement and Ordinance shall remain in effect regarding any active accounts in the Capital Projects Fund.

SECTION 11
EFFECTIVE DATE

11.1 This Agreement is effective simultaneously with the effective date of the Ordinance.

**SECTION 12
GENERAL PROVISIONS**

12.1 **Third Party Beneficiaries:** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto and/or a Developer or Fee Payer affected by the Ordinance or the Agreement.

12.2 **Severability:** Should any term or provision of this Agreement or the application thereof to any person, parties or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

12.3 **Counterparts:** This Agreement may be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an "original."

12.4 **Captions:** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

12.5 **Choice of Law:** This Agreement shall be governed and interpreted by the laws of the state of Idaho.

12.6 **Assignment:** No Party may assign this Agreement or any interest therein.

IN WITNESS WHEREOF, the undersigned Parties have by action and/or authority of their Governing Bodies caused this Agreement to be executed and made it effective as hereinabove provided, this _____ day of _____, _____.

CITY OF POST FALLS

Ronald Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

Date: _____, 2022__

**KOOTENAI COUNTY EMERGENCY
MEDICAL SERVICES SYSTEM**

Woody McEvers, Chairman

ATTEST:

Secretary

Date: _____, 2022

MEMORANDUM

To: Mayor and Council Members
From: Jason Faulkner, Finance Director
Date: 06/03/2022
Subject: Cash and Investments

Agenda Item

Consent Calendar

Summary

The Finance Department is providing the cash and investment balances for each month to be in compliance with the following: Idaho Code 50-208, Idaho Code 50-708 and Idaho Code 57-135. Please let me know if you have any questions and the details are available upon request.

Recommended Action or Motion

Approve.

Fiscal Impact

None.

City of Post Falls
Treasurer's Report of Cash and Investment Transactions
As Of 04/30/2022

FUND	BALANCE 03/31/2022	RECEIPTS	DISBURSEMENTS	BALANCE 04/30/2022
001 - GENERAL FUND	\$ 40,684,585.59	\$ 3,288,169.72	\$ 2,924,335.53	\$ 41,048,419.78
002 - COMPREHENSIVE LIABILITY	311,841.02	28,186.96	137,315.50	202,712.48
003 - PERSONNEL BENEFIT POOL	(239,971.96)	291,469.32	337,698.42	(286,201.06)
004 - STREET LIGHTS	128,302.40	12.07	-	128,314.47
007 - DRUG SEIZURE PROGRAM	163,975.83	1,238.28	-	165,214.11
008 - 911 SUPPORT	2,036,219.16	29,097.84	17,798.91	2,047,518.09
011 - FACILITY BUILDING RESERVE	1,887,688.71	29,346.93	-	1,917,035.64
017 - ANNEXATION FEES	3,311,458.53	32,314.03	4,191.42	3,339,581.14
023 - SPECIAL EVENTS	256,172.11	3,029.37	-	259,201.48
029 - CEMETERY CAPITAL IMPROVEMENT	275,935.32	8,389.24	-	284,324.56
035 - PUBLIC SAFETY IMPACT FEES	2,002,253.69	23,872.34	2,871.73	2,023,254.30
037 - STREETS IMPACT FEES	7,411,290.74	159,982.28	213,211.34	7,358,061.68
038 - PARKS IMPACT FEES	4,273,609.57	152,194.52	108,193.83	4,317,610.26
039 - STREETS CAPITAL PROJECTS	20,764.91	1.95	-	20,766.86
402 - LID 99-1	(30,979.88)	-	-	(30,979.88)
410 - LID 2004	(96,758.45)	50.28	-	(96,708.17)
450 - LID GUARANTEE	17,331.94	1.63	-	17,333.57
650 - RECLAIMED WATER OPERATING	37,115,780.71	1,585,332.65	809,648.36	37,891,465.00
651 - RECLAIMED WATER CAPITAL - WWTP	18,901,482.32	687,008.08	953,285.33	18,635,205.07
652 - RECLAIMED WATER CAPITAL - COLLECTOR	6,743,353.32	169,611.88	81,416.47	6,831,548.73
700 - SANITATION	1,099,827.62	316,538.17	337,556.24	1,078,809.55
750 - WATER OPERATING	19,685,117.35	252,273.37	283,535.99	19,653,854.73
753 - WATER CAPITAL	4,737,401.07	134,274.83	150,952.04	4,720,723.86
GRAND TOTAL:	\$ 150,696,681.62	\$ 7,192,395.74	\$ 6,362,011.11	\$ 151,527,066.25

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



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

City of Post Falls
Cash and Investments
4/30/2022

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	64,305,411.17
LGIP Accts 1401-2302	33,064,956.11
<u>First Financial Equity Corporation</u>	
General Accts Investments	22,367,196.40
Contingency Accts	5,755,426.75
<u>Moreton Capital Investments</u>	
Moreton Securities	14,145,181.32
<u>Mountain West bank</u>	
Repurchase Sweep Account	11,812,270.87
Checking Account	75,000.63
<u>Cash on Hand</u>	
Finance	400.00
Animal Control	150.00
Police	525.00
Recreation	195.00
Park	203.00
Planning and Zoning	150.00
Total	<u><u>\$ 151,527,066.25</u></u>

I HEREBY SWEAR UNDER OATH THAT THE AMOUNTS



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

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED April 30, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 97,542.00	\$ 93,768.21	96.1%
	Personnel	<u>103,412.46</u>	<u>54,911.12</u>	53.1%
		200,954.46	148,679.33	74.0%
412 - INFORMATION SYSTEMS	Operating	114,868.00	57,381.12	50.0%
	Capital	-	-	0.0%
	Personnel	<u>302,007.25</u>	<u>163,388.41</u>	54.1%
		416,875.25	220,769.53	53.0%
413 - GENERAL SERVICES	Operating	14,950.00	7,582.17	50.7%
	Personnel	<u>262,043.22</u>	<u>142,821.80</u>	54.5%
		276,993.22	150,403.97	54.3%
414 - FINANCE	Operating	238,893.00	214,850.52	89.9%
	Personnel	<u>567,328.98</u>	<u>306,833.47</u>	54.1%
		806,221.98	521,683.99	64.7%
415 - CITY CLERK	Operating	10,450.00	8,170.90	78.2%
	Capital	-	-	0.0%
	Personnel	<u>72,137.91</u>	<u>39,863.96</u>	55.3%
		82,587.91	48,034.86	58.2%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	2,090.00	29.0%
	Capital	-	-	0.0%
	Personnel	<u>133,622.19</u>	<u>71,404.03</u>	53.4%
		140,822.19	73,494.03	52.2%
418 - HUMAN RESOURCES	Operating	7,950.00	3,425.87	43.1%
	Personnel	<u>239,077.70</u>	<u>132,309.26</u>	55.3%
		247,027.70	135,735.13	54.9%
419 - LIBRARY	Operating	<u>-</u>	<u>17.22</u>	
		-	17.22	
421 - POLICE	Operating	646,105.48	497,147.37	76.9%
	Capital	186,000.00	-	0.0%
	Personnel	<u>6,507,818.65</u>	<u>3,202,457.56</u>	49.2%
		7,339,924.13	3,699,604.93	50.4%
423 - OASIS	Operating	4,000.00	20,999.88	525.0%
	Personnel	<u>124,978.71</u>	<u>78,208.01</u>	62.6%
		128,978.71	99,207.89	76.9%
424 - LEGAL (PROSECUTING)	Operating	56,750.00	30,862.86	54.4%
	Capital	25,000.00	-	0.0%
	Personnel	<u>736,149.10</u>	<u>397,417.21</u>	54.0%
		817,899.10	428,280.07	52.4%
427 - ANIMAL CONTROL	Operating	17,250.00	6,370.55	36.9%
	Personnel	<u>162,597.58</u>	<u>90,629.75</u>	55.7%
		179,847.58	97,000.30	53.9%
431 - STREETS	Operating	1,987,099.30	468,117.01	23.6%
	Capital	235,000.00	147,740.86	0.0%
	Personnel	<u>1,074,995.66</u>	<u>590,252.28</u>	54.9%
		3,297,094.96	1,206,110.15	36.6%

CITY OF POST FALLS
 BUDGET STATUS REPORT
 FOR MONTH ENDED April 30, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	8,850.00	4,593.04	51.9%
		<u>8,850.00</u>	<u>4,593.04</u>	51.9%
433 - FACILITY MAINTENANCE	Operating	33,650.00	15,069.14	44.8%
	Capital	2,000.00	-	0.0%
	Personnel	269,505.65	128,697.92	47.8%
		<u>305,155.65</u>	<u>143,767.06</u>	47.1%
434 - FLEET MAINTENANCE	Operating	165,812.00	131,872.24	79.5%
	Capital	690,000.00	205,004.10	29.7%
	Personnel	363,300.47	194,020.98	53.4%
		<u>1,219,112.47</u>	<u>530,897.32</u>	43.5%
435 - GIS	Operating	44,734.00	38,107.08	85.2%
	Personnel	167,995.10	89,612.25	53.3%
		<u>212,729.10</u>	<u>127,719.33</u>	60.0%
441 - URBAN FORESTRY	Operating	45,530.00	31,248.52	68.6%
	Capital	151,300.00	50,240.80	0.0%
	Personnel	184,150.59	67,910.59	36.9%
		<u>380,980.59</u>	<u>149,399.91</u>	39.2%
442 - CEMETERY	Operating	109,395.00	71,200.92	65.1%
	Capital	16,650.00	-	0.0%
	Personnel	164,263.17	86,305.10	52.5%
		<u>290,308.17</u>	<u>157,506.02</u>	54.3%
443 - PARKS	Operating	690,894.74	297,366.25	43.0%
	Capital	545,700.00	117,890.03	0.0%
	Personnel	1,116,114.64	538,519.25	48.2%
		<u>2,352,709.38</u>	<u>953,775.53</u>	40.5%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	893,000.00	324,524.85	36.3%
		<u>893,000.00</u>	<u>324,524.85</u>	36.3%
445 - RECREATION	Operating	199,199.00	111,146.73	55.8%
	Personnel	859,831.75	318,238.45	37.0%
		<u>1,059,030.75</u>	<u>429,385.18</u>	40.5%
451 - PLANNING & ZONING	Operating	36,519.00	20,781.55	56.9%
	Personnel	303,384.37	164,530.86	54.2%
		<u>339,903.37</u>	<u>185,312.41</u>	54.5%
452 - BUILDING INSPECTOR	Operating	29,750.00	18,300.67	61.5%
	Personnel	618,701.99	335,814.43	54.3%
		<u>648,451.99</u>	<u>354,115.10</u>	54.6%
453 - ENGINEERING	Operating	40,800.00	36,265.97	88.9%
	Capital	-	-	0.0%
	Personnel	651,766.84	318,396.86	48.9%
		<u>692,566.84</u>	<u>354,662.83</u>	51.2%

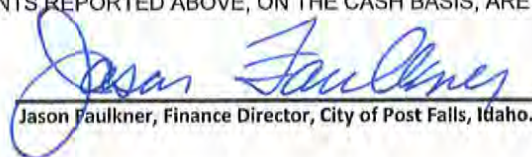
CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED April 30, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	9,680.00	57,172.58	590.6%
	Personnel	195,131.63	108,535.92	55.6%
		<u>204,811.63</u>	<u>165,708.50</u>	80.9%
465 - STREET LIGHTS	Operating	620,000.00	312,806.39	50.5%
		<u>620,000.00</u>	<u>312,806.39</u>	50.5%
481 - CAPITAL IMPROVEMENTS/CONTRACTS	Operating	1,826,447.92	294,674.04	16.1%
	Capital	580,000.00	17,267.00	0.0%
		<u>2,406,447.92</u>	<u>311,941.04</u>	13.0%
482 - PERSONNEL POOL	Operating	3,300,000.00	1,925,000.00	58.3%
	Personnel	263,212.33	16,840.00	6.4%
		<u>3,563,212.33</u>	<u>1,941,840.00</u>	54.5%
497 - TRANSFERS OUT	Operating	375,000.00	218,750.00	58.3%
		<u>375,000.00</u>	<u>218,750.00</u>	58.3%
TOTAL GENERAL FUND		<u>29,507,497.38</u>	<u>13,495,725.91</u>	45.7%
002 - INSURANCE FUND	Operating	338,249.38	274,631.00	81.2%
		<u>338,249.38</u>	<u>274,631.00</u>	81.2%
003 - PERSONNEL FUND	Operating	112,152.00	79,846.06	71.2%
	Capital	-	-	0.0%
	Personnel	4,448,700.00	2,181,251.54	49.0%
		<u>4,560,852.00</u>	<u>2,261,097.60</u>	49.6%
007 - DRUG SEIZURE FUND	Operating	135,000.00	12,275.49	9.1%
		<u>135,000.00</u>	<u>12,275.49</u>	9.1%
008 - 911 FUND	Operating	452,763.74	36,891.49	8.1%
	Capital	-	17,193.88	0.0%
	Personnel	74,742.80	37,887.93	50.7%
		<u>527,506.54</u>	<u>91,973.30</u>	17.4%
011 - FACILITY BUILDING RESERVE FUND	Operating	1,807,000.00	-	0.0%
	Capital	-	-	0.0%
		<u>1,807,000.00</u>	<u>-</u>	0.0%
017 - ANNEXATION FUND	Operating	1,900,000.00	56,038.66	2.9%
	Capital	1,000,000.00	-	-
		<u>2,900,000.00</u>	<u>56,038.66</u>	1.9%
023 - SPECIAL EVENTS FUND	Operating	46,248.00	6,194.20	13.4%
		<u>46,248.00</u>	<u>6,194.20</u>	13.4%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	-	0.0%
	Capital	-	-	-
		<u>202,500.00</u>	<u>-</u>	0.0%
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	1,463,000.00	20,102.11	1.4%
	Capital	-	-	0.0%
		<u>1,463,000.00</u>	<u>20,102.11</u>	1.4%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED April 30, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	475,000.00	-	0.0%
	Capital	24,720,984.00	2,294,705.12	
		<u>25,195,984.00</u>	<u>2,294,705.12</u>	0.0%
038 - PARK IMPACT FEE FUND	Operating	1,885,000.00	-	0.0%
	Capital	2,375,000.00	607,481.40	25.6%
		<u>4,260,000.00</u>	<u>607,481.40</u>	14.3%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		<u>-</u>	<u>-</u>	0.0%
410 - LID 2004	Operating	528,000.00	-	0.0%
		528,000.00	-	0.0%
		<u>528,000.00</u>	<u>-</u>	
450 - LID GUARANTEE FUND	Operating	150.00	87.50	58.3%
		150.00	87.50	58.3%
		<u>150.00</u>	<u>87.50</u>	
650 - RECLAIMED WATER OPERATING FUND incl: wwo, collections, recycled, surface	Operating	11,305,311.52	26,719,067.14	236.3%
	Capital	215,000.00	-	0.0%
	Personnel	1,853,787.83	927,484.28	50.0%
		<u>13,374,099.35</u>	<u>27,646,551.42</u>	206.7%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	923,389.00	301,943.38	32.7%
	Capital	22,620,000.00	5,895,511.93	26.1%
		<u>23,543,389.00</u>	<u>6,197,455.31</u>	26.3%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	1,800,000.00	803,078.23	44.6%
		<u>1,800,000.00</u>	<u>803,078.23</u>	44.6%
700 - SANITATION FUND	Operating	3,553,481.24	1,986,266.12	55.9%
		3,553,481.24	1,986,266.12	55.9%
		<u>3,553,481.24</u>	<u>1,986,266.12</u>	
750 - WATER OPERATING FUND	Operating	1,943,076.31	993,831.38	51.1%
	Capital	424,316.00	110,088.86	
	Personnel	720,293.80	396,550.82	55.1%
		<u>3,087,686.11</u>	<u>1,500,471.06</u>	48.6%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	1,100,000.00	75,073.88	6.8%
		<u>1,100,000.00</u>	<u>75,073.88</u>	6.8%
GRAND TOTAL		<u>\$ 117,930,643.00</u>	<u>\$ 57,329,208.31</u>	48.6%

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


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

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARING
MEETING DATE: June 21, 2022**

DATE: June 15, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ETHAN PORTER, ASSOCIATE PLANNER
eporter@postfallsidaho.org / 208-457-3353
SUBJECT: FINAL STAFF REPORT: MONGEAU MEADOWS ANNEXATION FILE NO. ANNX-0003-2022

ITEM AND RECOMMENDED ACTION:

Whipple Consulting Engineers is requesting, on behalf of Wilde Horse Investments, LLC, the property owner, approval to annex 3.91 acres into the City of Post Falls with a zoning request of Single-Family Residential (R-1).

DISCUSSION:

The City Council must conduct a public hearing and review the annexation proposal based on the recommendation for the Single-Family Residential (R-1) zoning district by the Planning and Zoning Commission at their May 10, 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, 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 Single-Family Residential (R-1) zoning district at their May 10, 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-1a Annexation Application
- Exhibit A-1b Subdivision Application
- Exhibit A-2 Narrative
- Exhibit A-3 Preliminary Plat
- Exhibit A-4 Preliminary Plan
- Exhibit A-9 Will Serve
- Exhibit A-10 Auth Letter
- Exhibit S-1 Vicinity Map
- Exhibit S-2 Zoning Map
- Exhibit S-3 Future Land Use Map
- Exhibit PA-1 KCFR Comments
- Exhibit PA-2 PFPD Comments
- Exhibit PA-3 PFHD Comments
- Exhibit PA-4 DEQ Comments
- Exhibit S-4 Annexation Development Agreement
- Exhibit S-6 Signed Meeting Minutes 5-10-2022
- Exhibit S-7 Signed Zoning Recommendation
- Exhibit PA-5 PFHD Comments

CITY OF POST FALLS
STAFF REPORT

DATE: May 6, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: ETHAN PORTER, ASSOCIATE PLANNER • eporter@postfallsidaho.org • 208-457-3353

SUBJECT: STAFF REPORT FOR THE MAY 10, 2022, P&Z COMMISSION MEETING
MONGEAU MEADOWS ANNEXATION AND SUBDIVISION
ANNX-0003-2022 & SUBD-0003-2022

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.**

Whipple Consulting Engineers is requesting, on behalf of Wilde Horse Investments, LLC, the property owner, approval to annex and subdivide 3.91 acres into 17 lots within the City of Post Falls with a zoning request of single-family (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. The Planning & Zoning Commission is also being asked to review the proposed subdivision and determine that it meets the requirements of the City's ordinances and approve the Subdivision with appropriate conditions. 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: Mongeau Meadows Annexation & Subdivision
File No. ANNX-0003-2022 & SUBD-0003-2022

Owner(s): Wlithorse Investments, LLC, 14899 W Stub Ave., Rathdrum, ID 83858

Applicant: Whipple Consulting Engineers, 21 S Pines Road, Spokane Valley, WA 99206

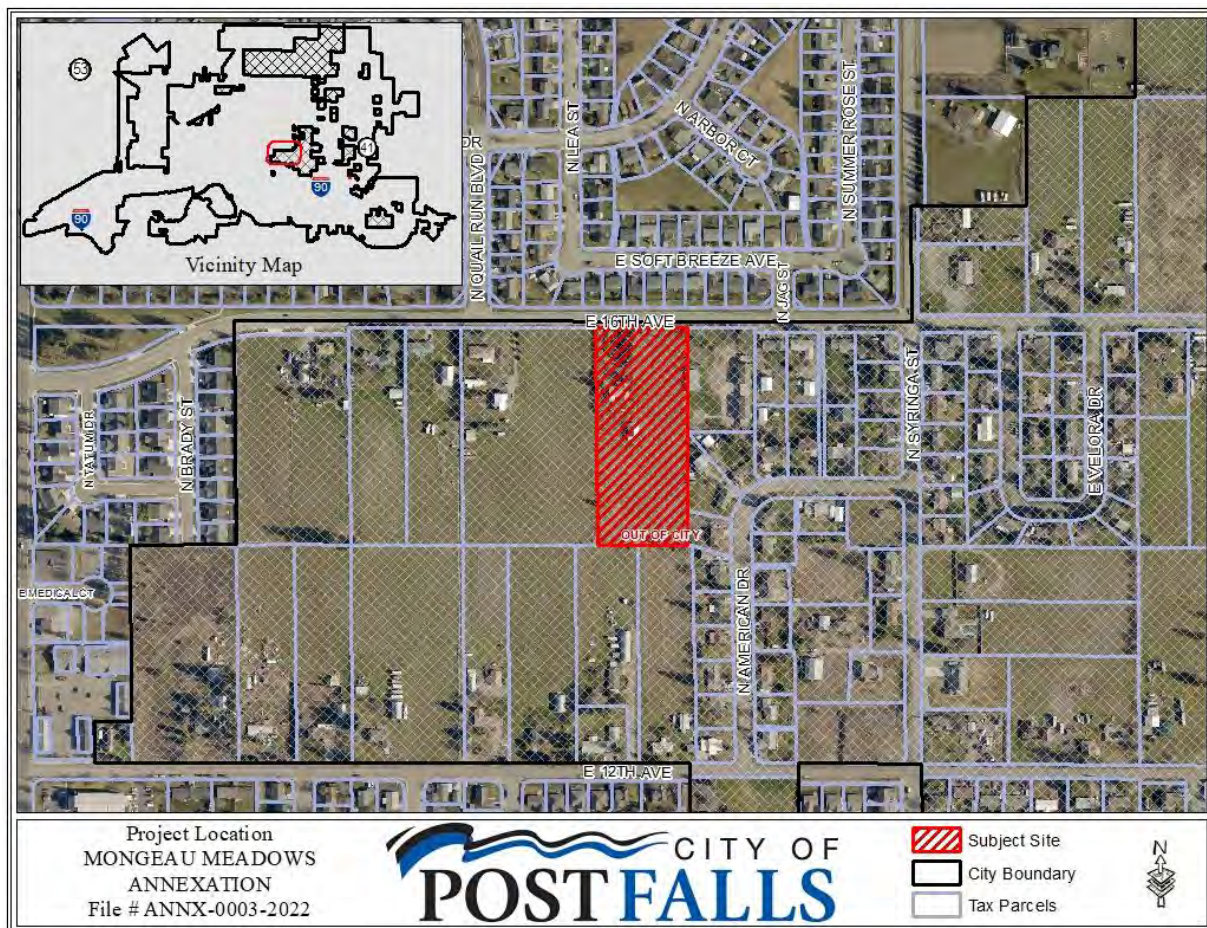
Project Description: Annex and subdivide 3.91 (3.91) acres into 17 lots within the City of Post Falls with a zoning request of Single-Family Residential (R-1) zoning.

Project Location: The property is generally located on the south side of 16th Avenue east of Quail Run Boulevard.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located north of the project site, across 16th Avenue, is the Windsong 1st Addition single-family subdivision. Surrounding the property on the west and south are large lot residential homes within Kootenai County. Directly east is the American Homes single-family subdivision within Kootenai County as well as a County multi-family site.

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.** Detailed within the following Subsection C.
- 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 or may not assist with this zone change request.

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

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 12: Maintain the City of Post Falls' long-term fiscal health.

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

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Staff Comment: Impact Fees are paid at the time of permit issuance to mitigate impact and maintain/enhance community levels of service.

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

Staff Comment: Development of housing may help with further long-term fiscal health of the community to keep up with the current housing demands for future residents.

- Maintain and enhance resident quality of life;

Staff Comment: Development of housing may assist with providing walkable neighborhoods and a better sense of community. Subdivisions and housing must meet City standards for residential development as well as building code requirements to assist in safe homes and neighborhoods are built.

- Promote compatible, well-designed development;

Staff Comment: Development will be required to meet City design standards.

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

Staff Comment: Transportation Impacts, Sewer capacity and water capacity are reviewed within pre-application meetings with City staff. Any anticipated inadequacy's would be identified and addressed or have a plan on how to be addressed to be in compliance with 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: Future Land Use Map, depicts the land use designation for this area as low-density residential. The proposed Single-Family Residential (R-1) Zone is an allowable implementing zoning district within the low-density land use designation category.

- Compatibility with surrounding land uses;

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

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer for the location would need to be extended to the site from the intersection of 16th Avenue / Jag St. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

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

Water would be serviced by 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 Ave., a classified Major Collector roadway. Dedications of rights-of-way and easement would be required, at the time of annexation and complying with adopted City Design Standards:

16th Avenue – major Collector: 85-foot total right-of-way width, along with a 10-foot sidewalk, drainage and utility easement. The ½ road right-of-way width will be measured from the section line in 16th Avenue.

Future traffic patterns to/from this site are benefitted from the proximity to numerous Collector and Arterial Roadways: Syringa St. is less than a ¼ mile to the east

and Idaho St. is 1/3 mile to the west. 16th Ave. connects to SH41 at a signalized intersection (2022).

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

Staff Comment: This proposal is located within a Kootenai County island that would become smaller if this request is approved.

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

Staff Comment: Annexation with residential zoning could allow for further housing types and price levels.

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: Major Collectors (16th Ave.) are designed to accommodate traffic volumes of 4,000 - 12,000 vehicles per day. In 2035 the projected volumes along this section of roadway are approximately 2,200 vehicles per day.

Future traffic patterns to/from this site are benefitted from the proximity to numerous Collector and Arterial Roadways: Syringa St. is less than a ¼ mile to the east and Idaho St. is 1/3 mile to the west. 16th Ave. connects to SH41 at a signalized intersection (2022).

Water and Sanitary Sewer:

Staff Comment: Water service is provided by the City of Post Falls with an existing 6" main in 16th Ave. Sanitary sewer service is being provided by the City of Post Falls. Sanitary Sewer currently exists at the intersection of 16th Avenue / Jag St. and would need to be extended to the site. The property requesting annexation and zoning is identified in the City of Post Falls Water and Water Reclamation Master Plan as being serviced by the referenced mains. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

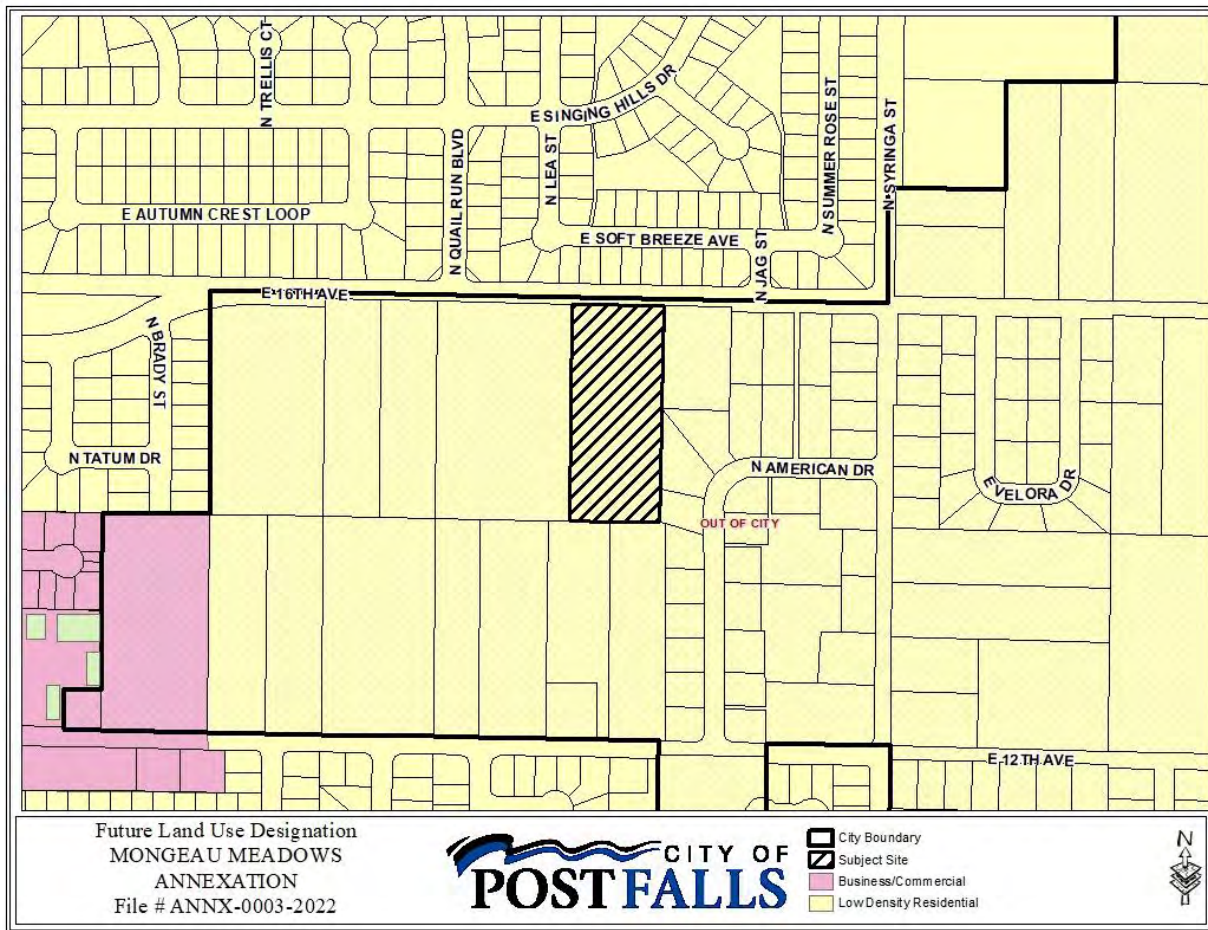
The City's Water and Water Reclamation Systems have the capacity to provide service and the City is willing to serve to the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City's Master Plans. Current capacity of the City's Water and Water Reclamation Systems is not a guarantee of future service.

Compatibility with Existing Development and Future Uses:

Staff Comment: Residential uses are compatible with other residential uses. Proposal is next to County multi-family development and the surrounding area is designated as low-density residential for the future.

Future Land Use Designation:

Staff Comment: Future Land Use Designation as mentioned above is low-density residential (See image below).



Community Plans:

Staff Comment: None

Geographic/Natural Features:

Staff Comment: The site is relatively flat and no geographic or other natural features that would affect health, safety and/or welfare have been identified.

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

Staff Comment: Not Applicable as this area is suitable for medium to lower residential densities per the Comprehensive Plan.

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

Staff Comment: The proposed zoning request is outside an intense urban activity node or corridor.

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

SUBDIVISION REVIEW CRITERIA (Post Falls Municipal Code Title 17.12.060, Subsection H):

No subdivision shall be approved from the planning and zoning commission unless findings and conclusions are made that:

1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.

Staff's Response: Water service to the project would be provided by the City of Post Falls. The proposed layout of the water to the site is adequate.

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

Staff's Response: The City of Post Falls has adequate capacity to provide service to the subdivision as proposed. The layout of the sanitary sewer system as proposed is adequate. Existing homes, if remaining, will be required to connect to City Sewer and pay appropriate fees with construction of the Subdivision. Existing septic systems will be required to be abandoned in conformance with Panhandle Health requirements.

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

Staff's Response: The subdivision and proposed layout accommodate connectivity and will not have a negative impact on the local transportation system. The roadways shall dedicate rights of way and easements and be constructed to the roadway standards as outlined within the City Transportation Master Plan.

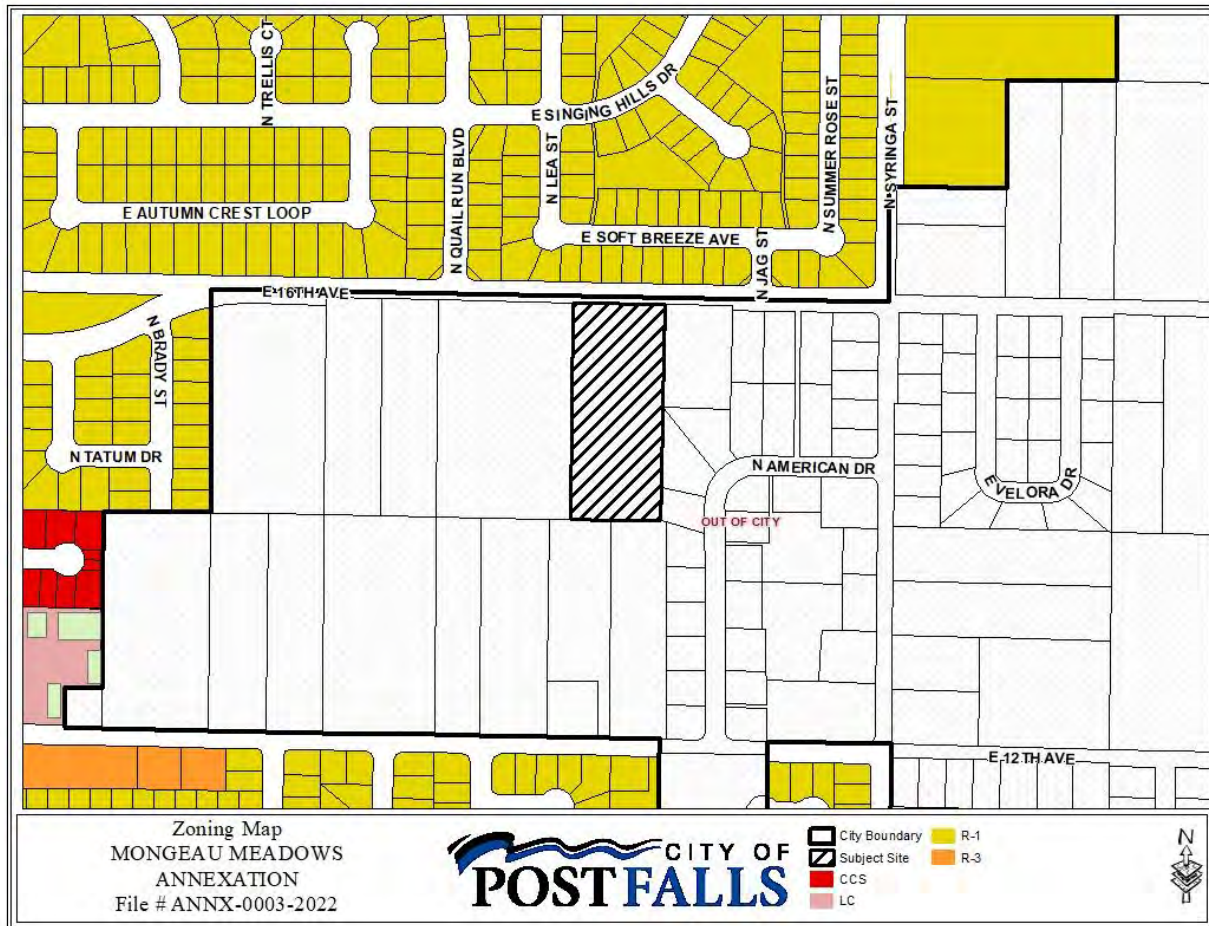
Roadway illumination, ADA ramps and roadway markings / signs will comply with City Standards.

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

Staff's Response: There are no soil or topographical conditions which have been identified as presenting hazards.

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

Staff's Response: The applicant is also requesting annexation into the City and the requested zoning for this subdivision is appropriate based on the existing land use in the general area (refer to zone change review criteria above). The subdivision and proposed lots conform to the requirements of Title 17 (Subdivisions) and Title 18 (Zoning).



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

Staff's Response: Impact fees will be assessed on individual building permits to assist in mitigating the off-site impacts to parks, public safety, multi-modal pathways and streets. The City will assume typical costs for the regular maintenance and operation of the public roadway, sanitary sewer and water facilities constructed with the project.

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

- **Kootenai County Fire & Rescue (Exhibit PA-1)** – Comments on projects through the project review process.
- **Post Falls Police Department (Exhibit PA-2)** – Remains neutral.
- **Post Falls Highway District (Exhibit PA-3)** – Requests the city to annex all rights-of-way on 16th Ave. from Syringa St. to the west property line of parcel 0-6360-35-039-AC.
- **Idaho Department of Environmental Quality (Exhibit PA-4)** – General comments for time of construction.

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

1. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.
2. Dedication of Rights-of-way and easements along 16th Avenue
 - a. 85-foot right-of-way (1/2 road right-of-way measured from the section line in 16th Ave.)
 - b. 10-foot sidewalk, drainage and utility easement

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.

FINDINGS & CONCLUSIONS: The Planning & Zoning Commission should adopt Findings and Conclusions when forming a reasoned decision. Staff proposes the following conditions upon a potential recommendation of approval of the proposed Mongeau Meadows Subdivision. The Commission may adopt additional conditions from review of the application or from discussion at the Commission meeting.

SUBDIVISION CONDITIONS: Should the Planning & Zoning Commission move to recommend approval; staff proposes the following conditions:

1. This subdivision may only be approved subject to annexation approval.
2. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
3. A Master Development Agreement shall be prepared by staff, reviewed and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. The proposed subdivision must be completed in a single phase.
5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflected only the Phase I construction. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
7. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
 - The southern rights-of-way of 16th Avenue shall be based on the section line in 16th Avenue.
 - The southern curb location of 16th Avenue shall be based on the location of the existing northern curb line of 16th Ave. and the City's Standard Cross Section for Major Collector Roadways
8. Direct access from residential lots to 16th Avenue shall be prohibited on the face of the plat.
9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along 16th Avenue, including all landscaping, irrigation and removal of snow from sidewalks and trails.
10. The Existing homes that is identified for removal, shall include the removal of existing septic systems.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1a	Annexation Application
Exhibit A-1b	Subdivision Application
Exhibit A-2	Narrative
Exhibit A-3	Preliminary Plat
Exhibit A-4	Preliminary Plan
Exhibit A-9	Will Serve
Exhibit A-10	Auth Letter

Staff Exhibits:

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

Testimony:

Exhibit PA-1	KCFR Comments
Exhibit PA-2	PFPD Comments
Exhibit PA-3	PFHD Comments
Exhibit PA-4	DEQ Comments



ANNEXATION APPLICATION

Post Falls Comprehensive Plan

Public Services Department – Planning Division

408 N. Spokane St. Post Falls, ID 83854

208.773.8708 Fax: 208.773.2505

STAFF USE ONLY

Date Submitted: _____ Received by: _____ File # _____

Application Fee _____ Public Hearings: \$600 Mailing \$6* = _____

PART 1 – Process of Completion and Public Hearing Schedule

1. Applications will need to be deemed complete by the Planning Department prior to being scheduled for a public hearing. Once the applicant has been issued a completeness letter from the Planning Department verifying the application is complete, the application will be eligible to be scheduled at the next available Public Hearing.
2. Each Completeness Review Period, will be reviewed within a 2-week period
3. There is a 45-day cut-off windows for a fully completed application (deemed complete) required, prior to being scheduled for the next available Public Hearing (See Note Below).

*****NOTE: Once we have 4 Public Hearings the following applicants will be moved to the next month's Hearing Date. *****

PART 1/A – REQUIRED MATERIAL

****THE APPLICATION WILL NOT BE ACCEPTED IF THE REQUIRED MATERIALS ARE NOT PROVIDED****

Annexing land and expanding public services is based on careful planning, adopted regulations and Comprehensive Plan policies. Annexation should provide a means for orderly, logical expansion of the city and increased efficiency, and economic provisions of public services. The City of Post Falls considers approval of annexing lands when such will lead to orderly future development that would result in benefit to the community. See the Comprehensive Plan 4.0 Future Land Use; Annexation Goals and Policies.

- Completed Annexation Pre-application**
- Completed application form**
- Application fee**
- Will Serve Letter:** (water service)
- A written narrative:** Including zoning, how proposal relates to Annexation Goals and Policies, and the impact on City services.
- A legal description:** in MS Word compatible format, together with a meets and bounds map.
- A report(s) by an Idaho licensed Title Company:** showing ownership of record, any interest of record, and a list of property owners of record within 300 feet of external boundaries of the subject property and mailing labels, provided by the Title Company.
- A vicinity map:** To scale, showing property lines, thoroughfares, existing and proposed zoning, etc.

- Public hearing notification:** Two required public hearings incur a mailing fee of \$6.00 per hearing notice per property within 300ft radius of the site (3 sets of labels are also required). The cost for publication notices in the local newspaper for both Planning and Zoning and City Council is \$300 per public hearing equaling \$600.
- Owner authorization:** If there is to be an applicant or consultant acting on the owner's behalf.

PART 2 – APPLICATION INFORMATION

PROPERTY OWNER: Wild Horse Investments, LLC		
MAILING ADDRESS: 14899 W. Stub Ave		
CITY: Rathdrum	STATE: ID	ZIP: 83858
PHONE:	FAX:	EMAIL: mike@stegmanns.us
APPLICANT OR CONSULTANT: Ray Kimball, Whipple Consulting Engineers		STATUS: <u>ENGINEER</u> OTHER
MAILING ADDRESS: 21 S. Pines Road		
CITY: Spokane Valley	STATE: WA	ZIP: 99206
PHONE: 509.893.2617	FAX:	EMAIL: rkimball@whipplece.com

SITE INFORMATION:

PROPERTY GENERAL LOCATION OR ADDRESS: 1274 E. 16th Ave		
PROPERTY LEGAL DESCRIPTION (ATTACH OR DESCRIBE): Tract 38, Block 35, Post Falls Irrigated Tracts, Except the West 396 feet thereof.		
TAX PARCEL #: 0-6360-35-038-AA	EXISTING ZONING: Ag-Suburban (County)	ADJACENT ZONING: Ag-Suburban, High Density Residential, R-1
	CURRENT LAND USE: Rural Single Family	ADJACENT LAND USE: Single Family, Apartments, Rural
DESCRIPTION OF PROJECT/REASON FOR REQUEST: See Attached Narrative		

PART 3 – 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.

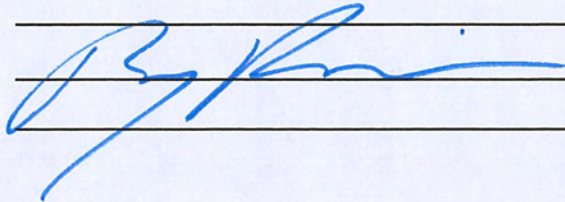
Petitioner's name(s), address, and phone number:

Name Mike Stegmann Address 14899 W. Stub Ave Phone 314.753.6622

I (We) the undersigned do hereby make petition for annexation and zone classification of the property described in this petition and do certify that we have provided accurate information as required by this petition form, to the best of my (our) ability.

Be advised that all exhibits presented will need to be identified at the meeting, entered into the record, and retained in the file.

DATED THIS 3 DAY OF FEBRUARY 20 22



PART 4 – COMPLETED BY CITY STAFF

COMPLETED PRE-APP:	YES:	NO:
	PRE-APP NAME:	PRE-APP FILE#:
IF NO PRE-APPLICATION, REASON?		



SUBDIVISION APPLICATION

Public Services Department – Planning Division

408 N. Spokane St. Post Falls, ID 83854
208.773.8708 Fax: 208.773.2505

STAFF USE ONLY			
Date Submitted: _____	Received by: _____	File # _____	
Application Fee _____	Public Hearings: \$300	Mailing \$6*	= _____

PART 1 – Process of Completion and Public Hearing Schedule

1. Applications will need to be deemed complete by the Planning Department prior to being scheduled for a public hearing. Once the applicant has been issued a completeness letter from the Planning Department verifying the application is complete, the application will be eligible to be scheduled at the next available Public Hearing.
2. Each Completeness Review Period, will be reviewed within a 2-week period
3. There is a 45-day cut-off windows for a fully completed application (deemed complete) required, prior to being scheduled for the next available Public Hearing (See Note Below).

*****NOTE: Once we have 4 Public Hearings the following applicants will be moved to the next month's Hearing Date. *****

PART 1/A – REQUIRED MATERIAL

****THE APPLICATION WILL NOT BE ACCEPTED IF THE REQUIRED MATERIALS ARE NOT PROVIDED****

A subdivision is any division of a lot, tract or parcel into two or more lots and accompanied by proposed new streets or extension of existing streets, municipal sewer and water services.

(For additional information on this process and requirements please see PFMC 17.04)

- Completed Subdivision Pre-application:** Name of Subdivision at Pre-application stage, and Date of pre-app.
- Completed application form**
- Application fee** *(Per most recently adopted fee resolution)*
- A written narrative:** Describing the proposal
- Subdivision Plans:** (specific elements are identified in PFMC 17.12.040(A-C)) - *To include all lots being dimensioned and with square footage for each lot depicted, for the application to be considered complete.*
- Water District Will-Serve Letter:** (MC Section 17.17.060(H)(1) – a subdivision cannot be approved unless a definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.
- Owner authorization letter:** If there is to be an applicant or consultant acting on the owner's behalf.
- A report(s) by an Idaho licensed Title Company:** *By a Title Company licensed in the state of Idaho, as to ownership of record and any interest of record in the subject property. Provide a report of property owners within 300 feet*



of the external boundaries of the proposed development. (Labels are required – 2 sets) The applicant will incur a public hearing mailing fee in the amount of \$6.00 per hearing notice per property within the 300 feet radius. Applications are required to one (1) publication notice in the local newspaper and are \$300 per public hearing, of which can be paid at the time of application. ****NOTE** if the notices are not paid at the time of application, the planning department will mail an invoice to the applicant for the public hearing mailing and publication fees; these fees must be paid before the application is place on the agenda**

NOTE: Subdivision applications that are not deemed complete will not be processed.

Plans Checked By: _____ Date: _____

PART 2 – APPLICATION INFORMATION

PROPERTY OWNER: Wild Horse Investments, LLC		
MAILING ADDRESS: 14899 W. Stub Ave		
CITY: Rathdrum	STATE: ID	ZIP: 83858
PHONE:	FAX:	EMAIL: mike@stegmanns.us
APPLICANT OR CONSULTANT: Whipple Consulting Engineers, Ray Kimball PE/PLS		STATUS: ENGINEER OTHER
MAILING ADDRESS: 21 S. Pines Road		
CITY: Spokane Valley	STATE: WA	ZIP: 99206
PHONE: 509.893.2617	FAX:	EMAIL: rkimball@whipplece.com

SUBDIVISION INFORMATION:

PROPOSED SUBDIVISION NAME: Mongeau Meadows		
PROPERTY GENERAL LOCATION OR ADDRESS: 1274 E. 16th Ave		
PROPERTY LEGAL DESCRIPTION (ATTACH OR DESCRIBE): Tract 38, Block 25, Post Falls Irrigated Tracts, except the West 396 thereof		
TAX PARCEL #: 0-6360-35-038-AA	EXISTING ZONING: Ag Suburban to R-1	ADJACENT ZONING: Ag-Suburban, High Density Residential, R-1
AVERAGE LOT SIZE: 6,980 sf	CURRENT LAND USE: Single Family Residential	ADJACENT LAND USE: Apartments, Single Family Residential
SIZE OF SITE: 3.91 Acres	NUMBER OF LOTS: 17	DENSITY: 4.3 du/acre

DESCRIPTION OF PROJECT/REASON FOR REQUEST: See Attached Narrative

SITE INFORMATION:

ASSESSOR'S PARCEL NUMBER(S): 0-6360-35-038-AA		
COMPREHENSIVE PLAN DESIGNATION: Low Density Residential-Central Island		
LOCATION OF PROPOSED ACCESS TO THE SITE: 16th Ave		
SIZE AND POINT OF UTILITIES CONNECTION:	WATER SIZE: <u>6</u> inch	LOCATION: 16th Ave
	SEWER SIZE: 12 inch	LOCATION: 16th Ave/Jag St
NAME AND LOCATION OF NEAREST SCHOOL(S): Prairie View Elementary/ Post Falls Middle School		
LOCATION OF AND DISTANCE TO NEAREST FIRE STATION OR SUB-STATION: 1.6 miles to the 16th Ave Fire Station		
STREET(S) SERVING THE PROJECT (PROVIDE R-O-W AND PAVEMENT WIDTH): 16th Ave - 46' Pavement Width, 80' ROW		
PHYSICAL DESCRIPTION OF SITE (TOPOGRAPHY, COVER, FEATURES): Relatively flat with a single family dwelling, outbuildings, and pasture		
ANY PHYSICAL LIMITATIONS? (ROCK OUTCROPS, SLOPE, ETC.): <input checked="" type="radio"/> NO <input type="radio"/> YES (PLEASE ATTACH DESCRIPTION)		

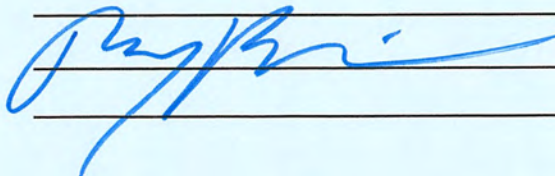
PART 3 – CERTIFICATION

****Applications will be scheduled to go before the Planning and Zoning Commission once the material submitted has been reviewed by staff and has been determined to be considered a complete application.**

CERTIFICATION:

I understand that the applicant or representative shall attend the public hearing before the Planning and Zoning Commission and that the decision on a Subdivision is final; unless appealed by myself, by adjoining property owners, or by other affected persons. I also understand that the Subdivision Plat is a separate application to be approved by the City Council before it can be recorded. All the information, statements, attachments and exhibits transmitted herewith are true to the best of my knowledge. I hereby certify that I am the owner or contract buyer.

DATED THIS 3RD DAY OF FEBRUARY 20 22



PART 4 – COMPLETED BY CITY STAFF:

COMPLETED PRE-APP:	YES:	NO:
	PRE-APP NAME:	PRE-APP FILE#:
IF NO PRE-APPLICATION, REASON?		



Whipple Consulting Engineers, Inc.

16th Ave Annexation/Subdivision

The site of the proposed annexation is located in the Southwest $\frac{1}{4}$ of Section 35, T51N, R5W at 1274 E. 16th Ave. The property consists of one parcel with an existing home and several outbuildings. The applicant is requesting a City R-1 zoning and subdivision into 17 single family lots. See below for a Vicinity Map.

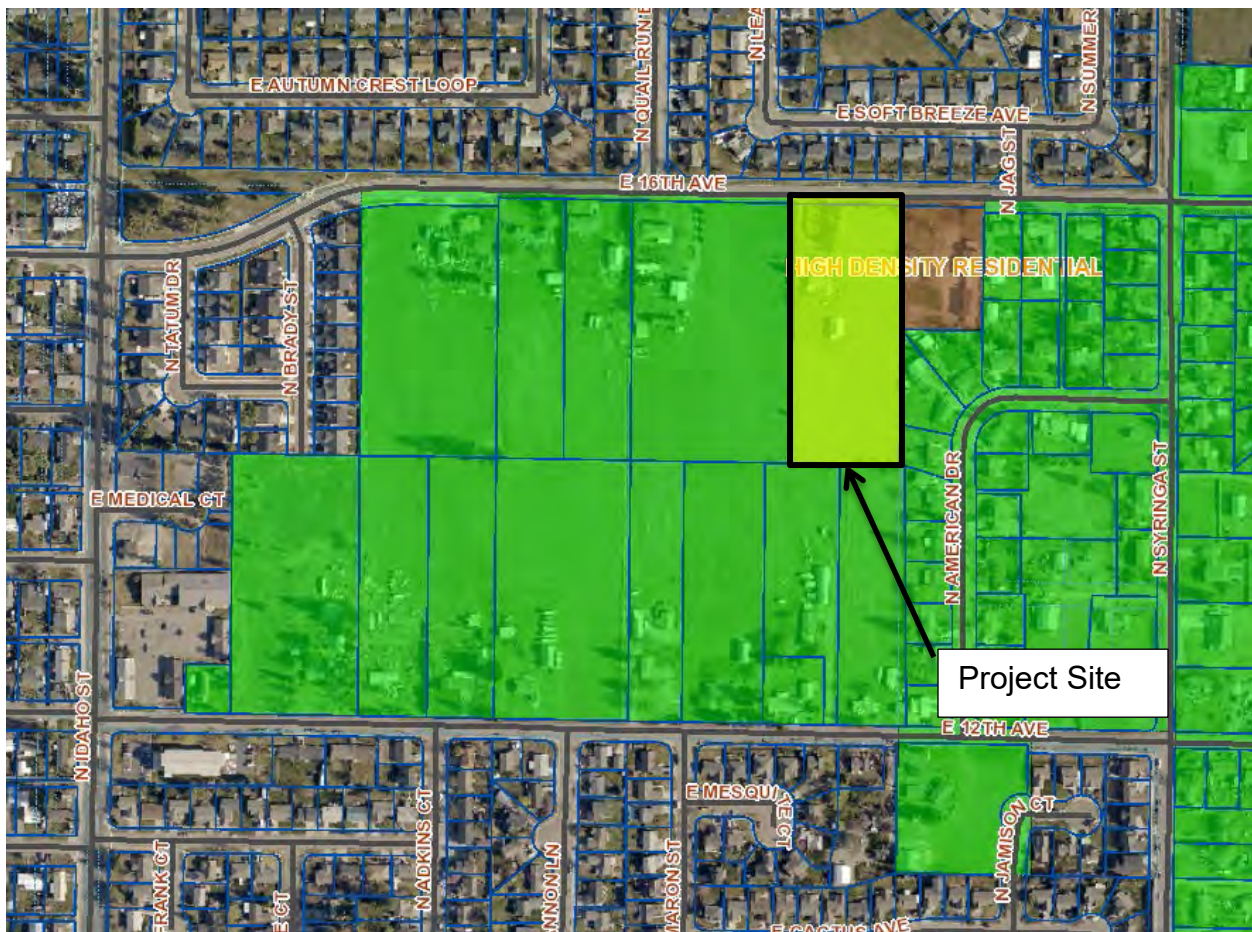


Figure 1: Vicinity Map

The subject property consists of a 3.91 acre parcel located south of 16th Avenue, between Idaho Street and Syringa Street. The Windsong subdivision is located directly to the north, and the St. Vincent DePaul apartments and the American Homes subdivision adjoin the property to the East. Large lot residential properties adjoin on the South and West.

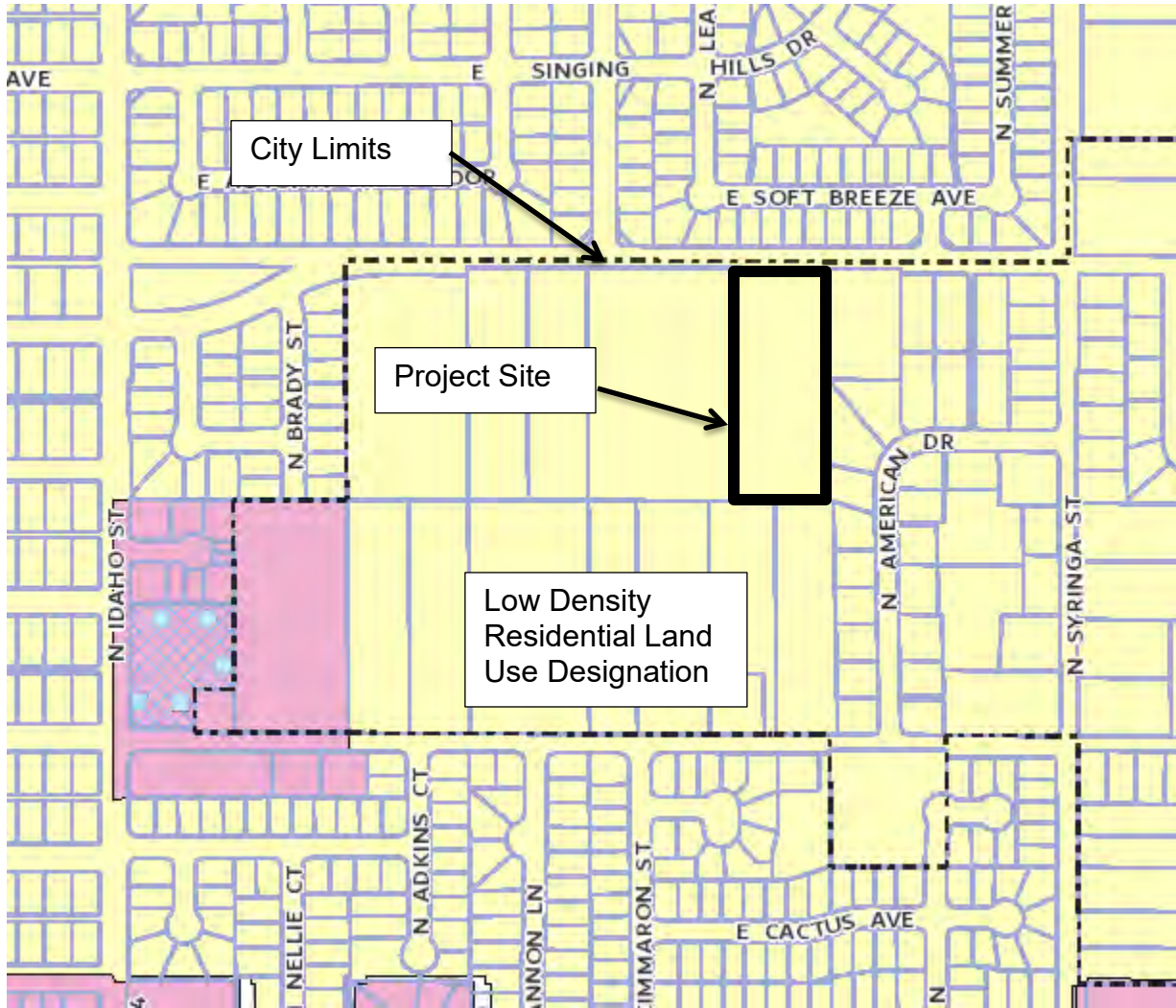









Figure 2: Future Land Use Map

-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Business/Industrial
-  Business/Commercial
-  Commercial
-  Transitional

Zoning:

As shown on the future land use map, the property has a low density residential land use designation. This is consistent with the surrounding development patterns and annexation into the City with an R-1 Zoning is consistent with both the surrounding zoning as well as the future land use map.

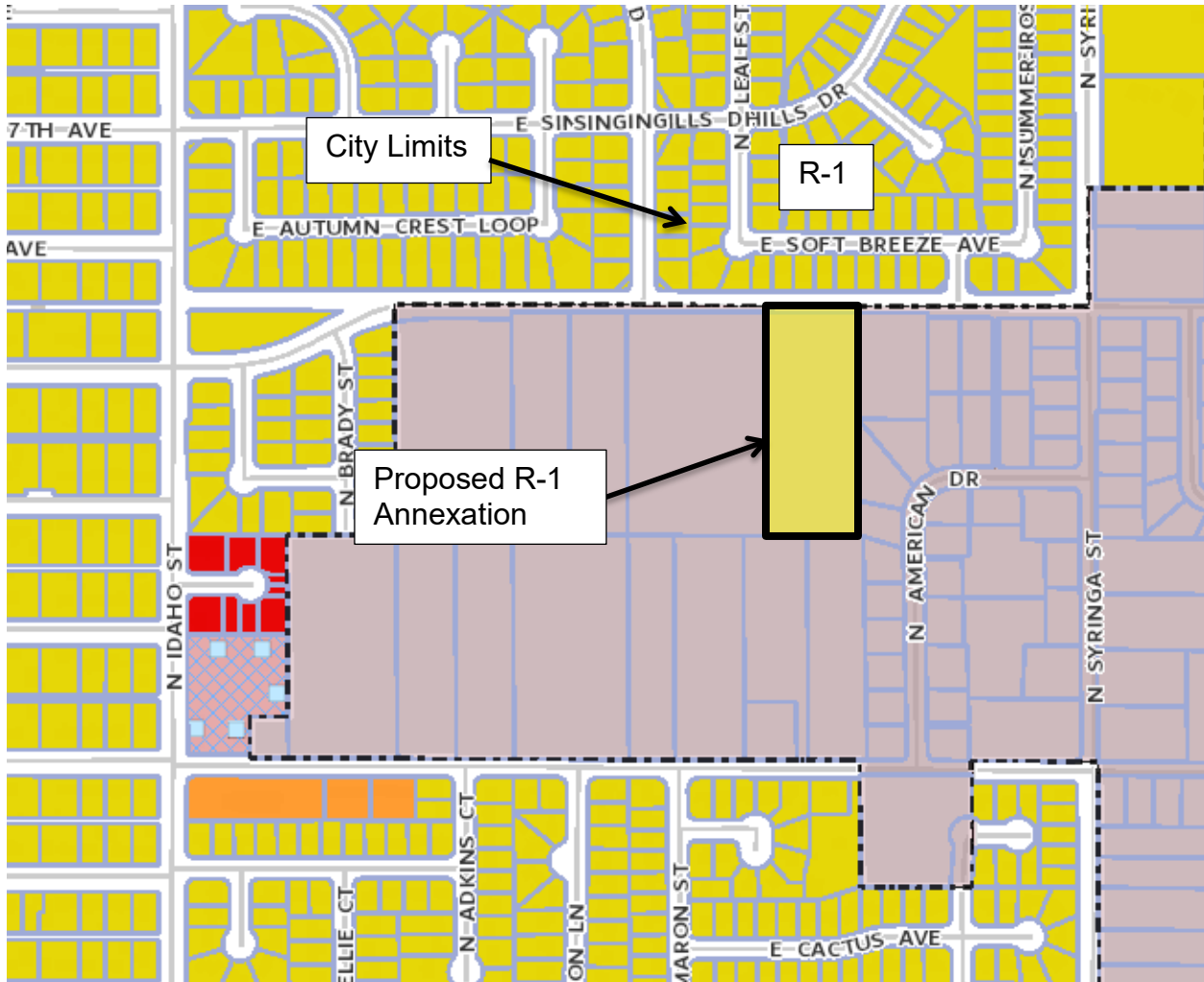


Figure 3: Zoning Map

When residential zoning is considered, it's important to consider both the existing and future surrounding environment. The existing single family residential subdivision to the north of the property has lot sizes in conformance with the R-1 zoning and the county property to the west of the subject site will likely follow suit at some time in the future. The apartments and single family subdivision to the east are located in the County but are development patterns that mimic what would be found within an incorporated environment.

Utilities and Access:

Primary access to this property will be from Mongeau Street which tees into 16th Ave. Connectivity to the south and west is provided with the extension of Mongeau Street and Healy Street. Both streets are considered local access streets. 16th Avenue is considered collector streets within the City's Transportation Master Plan and will be widened accordingly.

Both water and sewer mains are located in 16th Avenue. The Sewer will be extended west from the intersection of Jag Street and 16th Avenue, and then into the project via Mongeau Street. A 12" water main is also located in 16th Avenue and will provide domestic water to the property. Water and sewer extensions will be stubbed to the south and west for future development. Dry utilities are also located on the property and available to serve any future development on site.

Subdivision:

As shown on the attached subdivision plan, the proposed subdivision will result in 17 single family residential lots. The lots range in size from a minimum of 6,500 sf to a maximum of 7,339 sf with the average size in the neighborhood of 6,980 sf, and all lots meet the dimensional requirements of the R-1 zoning. Mongeau Street will extend south and Healy Avenue will extend to the west. This will provide important connectivity to the adjacent undeveloped parcels and will allow for them to develop in the future should the land owners decide to do so. Right of way for the widening of 16th Avenue will be dedicated and either improved or cashed out at the City's discretion.

As mentioned above, water and sewer are both immediately available and of adequate capacity to serve the proposed subdivision. There is approximately 4 to 6 feet of relief across the site, which will yield relatively flat lots for single family construction.

Comprehensive Plan Analysis:

This property is located within the Central Island focus area, which is a "County Island" completely surrounded by the City. This area has long been a challenge for the City and is considered a priority for annexation and is considered infill. The future land use map designates this area to be Low Density Residential which encompasses all types of single family residential uses. The requested R-1 zone is an implementing zoning district in Low Density Residential.



The proposed annexation and subdivision complies with the City's adopted comprehensive plan as follows (*policy goal in italics*):

Land Use:

G.05. Keep Post Falls' neighborhoods safe, vital, and attractive.

The proposed R-1 single family zoning and subdivision is intended to provide a safe and vibrant neighborhood ideal for the residents of Post Falls. Sidewalks will provide a safe pedestrian environment, and the connection of the streets to adjoining properties will allow for this neighborhood to grow in an orderly manner. Impact fees collected at building permit will provide for acquisition and construction of parks, off site transportation infrastructure, and public safety needs.

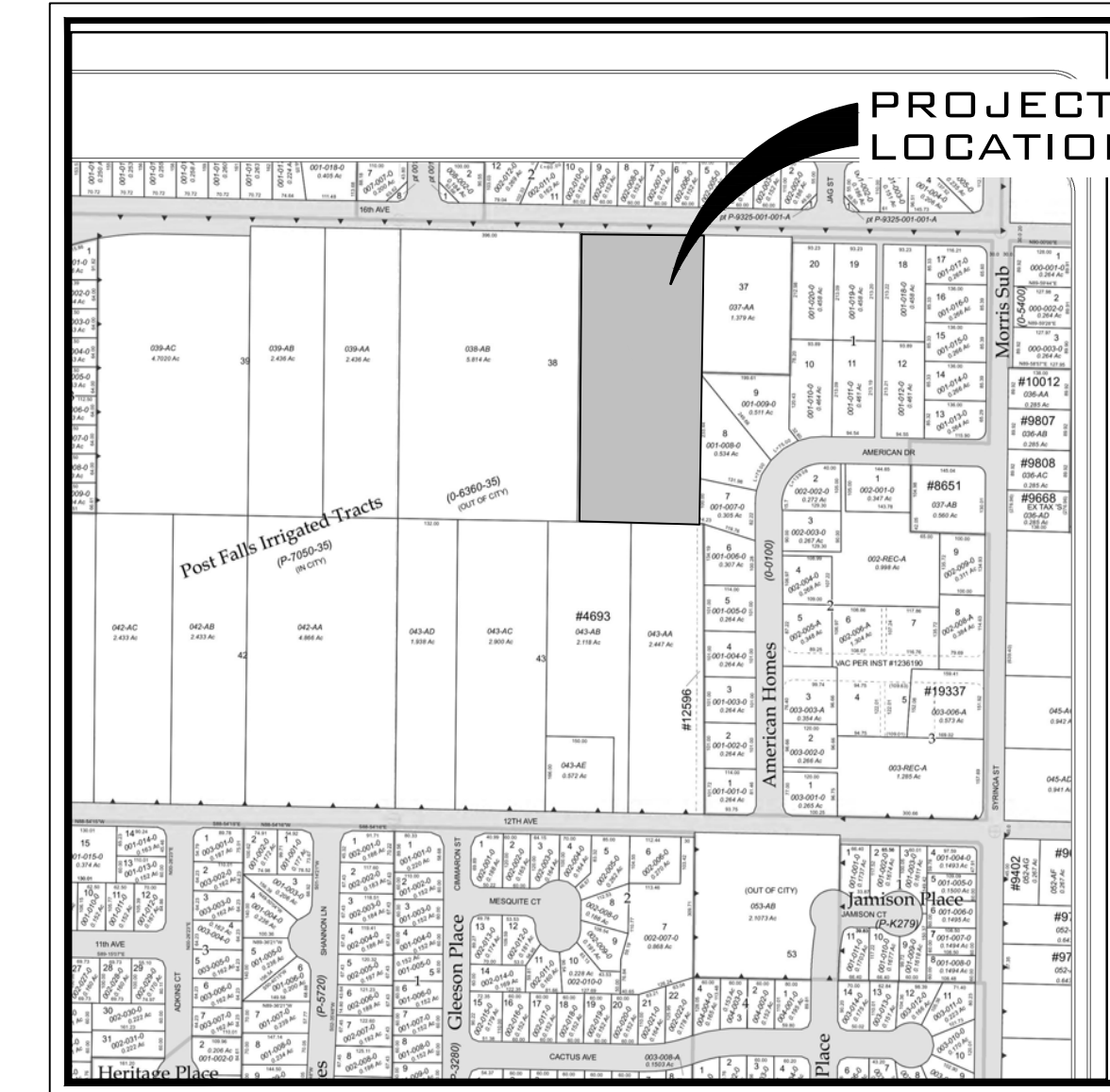
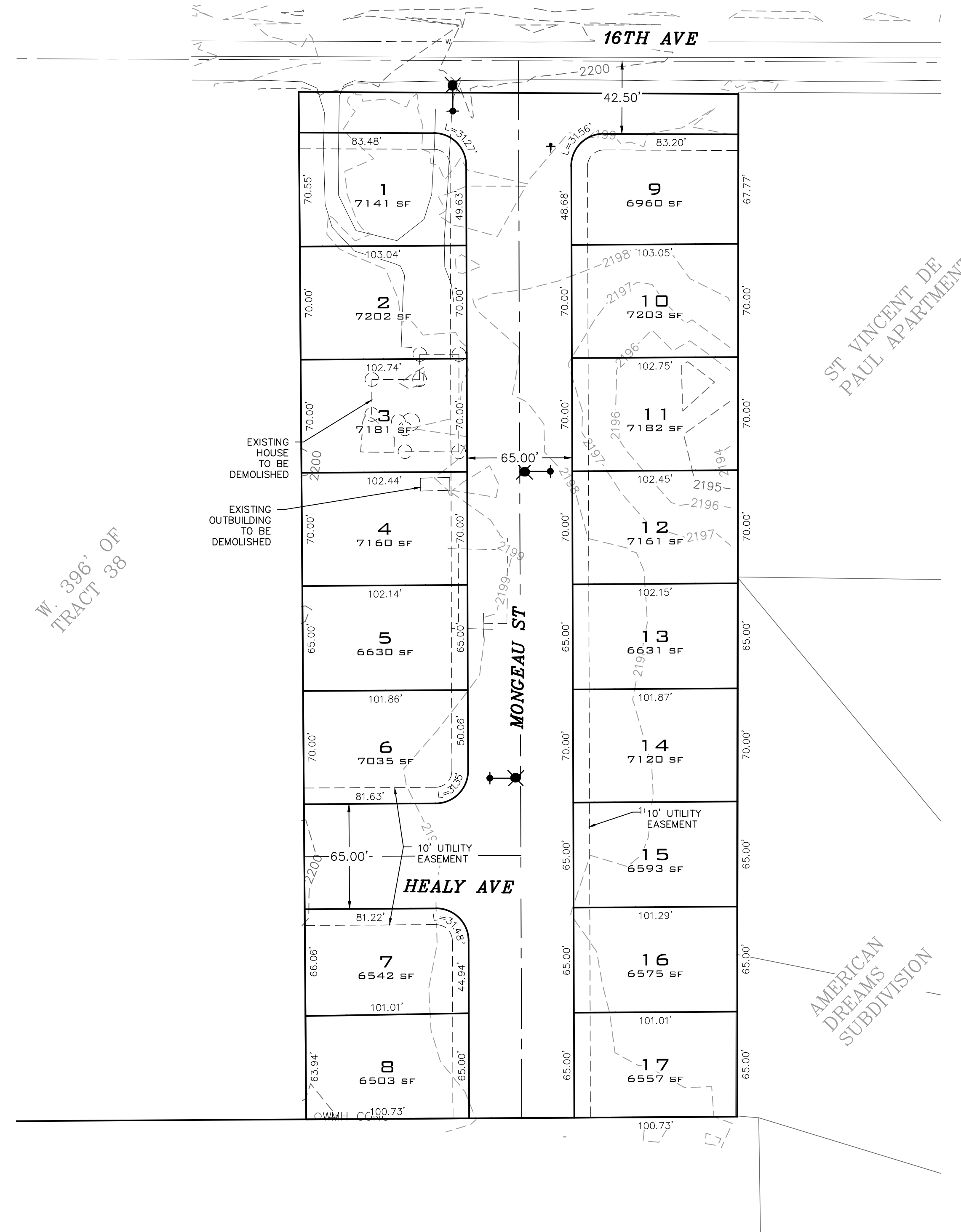
G.07. Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability.

The residential housing mix in Post Falls is very diverse, but currently extremely limited in availability. A shortage in available and developable land coupled with an increase in demand has resulted in a sharp increase in home prices. High prices and limited availability make it difficult for the City to attract high paying employers to our community. Development of this property will increase the supply of available lots/homes which in turn supports the community need for mid-range housing.

Conclusion:

The proposed annexation and subdivision are both supported by the comprehensive plan as outlined in this narrative and the proposed subdivision meets the requirements of the City's subdivision ordinance, therefore we are requesting approval of the annexation and subdivision of the property as presented.

SW 1/4, SECTION 35, T. 51 N., R. 5 W., B.M.
MONGEAU MEADOWS
PRELIMINARY SUBDIVISION PLAN
 LOCATED IN THE SW 1/4 OF
 SEC 35, TOWNSHIP 51N, RANGE 05W, B.M.
 CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



VICINITY MAP

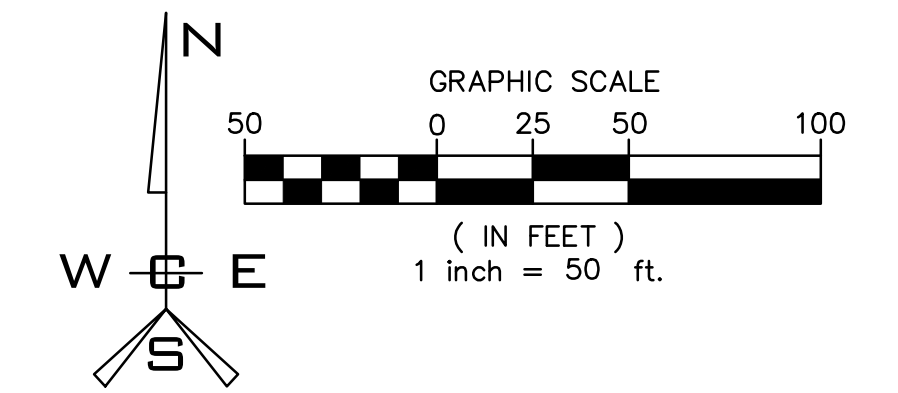
SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	0-6360-35-038-AA
EXISTING ZONING	COUNTY AG-SUBURBAN
PROPOSED ZONING	R-1
PROJECT AREA (ac)	3.91
NUMBER OF LOTS	17
MAXIMUM LOT AREA (SF)	7,203
MINIMUM LOT AREA (SF)	6,503
PROPERTY DENSITY (lots/ac)	4.3
AVERAGE LOT AREA (SF)	6,980
DOMESTIC WATER	CITY OF POST FALLS
SANITARY SEWER DISPOSAL	CITY OF POST FALLS
FIRE DEPARTMENT	KCFR
DATUM	NAVD 88
ELECTRIC PROVIDER	AVISTA
GAS PROVIDER	AVISTA
OTHER PURVEYORS	TO BE DETERMINED

ENGINEERING (CONTACT)
 THIS PRELIMINARY PLAT WAS
 PREPARED BY:
 WHIPPLE CONSULTING ENGINEERS
 21 S. PINES ROAD
 SPOKANE VALLEY, WA 99216
 PHONE: 509-893-2617
 CONTACT: RAY KIMBALL, PE/PLS

OWNER
 WILD HORSE INVESTMENTS, LLC
 14899 W. STUB AVE
 RATHDRUM, ID 83858
 MIKE STEGMANN

LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 THE TRACT 38, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGES 76, 79, AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO; EXCEPT THE WEST 396 FEET THEREOF.



PREPARED BY WHIPPLE CONSULTING ENGINEERS 10/29/20
 RAY KIMBALL, P.E.

LEGEND

- FOUND MONUMENT AS NOTED
- ⊕ SECTION CORNER
- ⊙ SECTION QUARTER CORNER

NO.	DATE	BY	REVISIONS

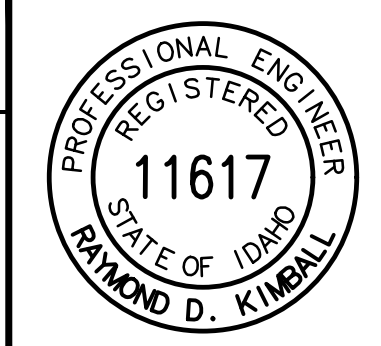
SCALE:	PROJ #: 21-3131
HORIZONTAL: 1"=50'	DATE: 12/28/21
VERTICAL:	DRAWN:
	REVIEWED: RDK

CIVIL	
STRUCTURAL	
SURVEYING	
TRAFFIC	
PLANNING	X
LANDSCAPE	
OTHER	



MONGEAU MEADOWS
SUBDIVISION PLAN - PRELIMINARY PLAT
1274 E. 16TH AVE
POST FALLS, ID

City of Post Falls Approval
 Approved By: _____
 City Engineer Date _____



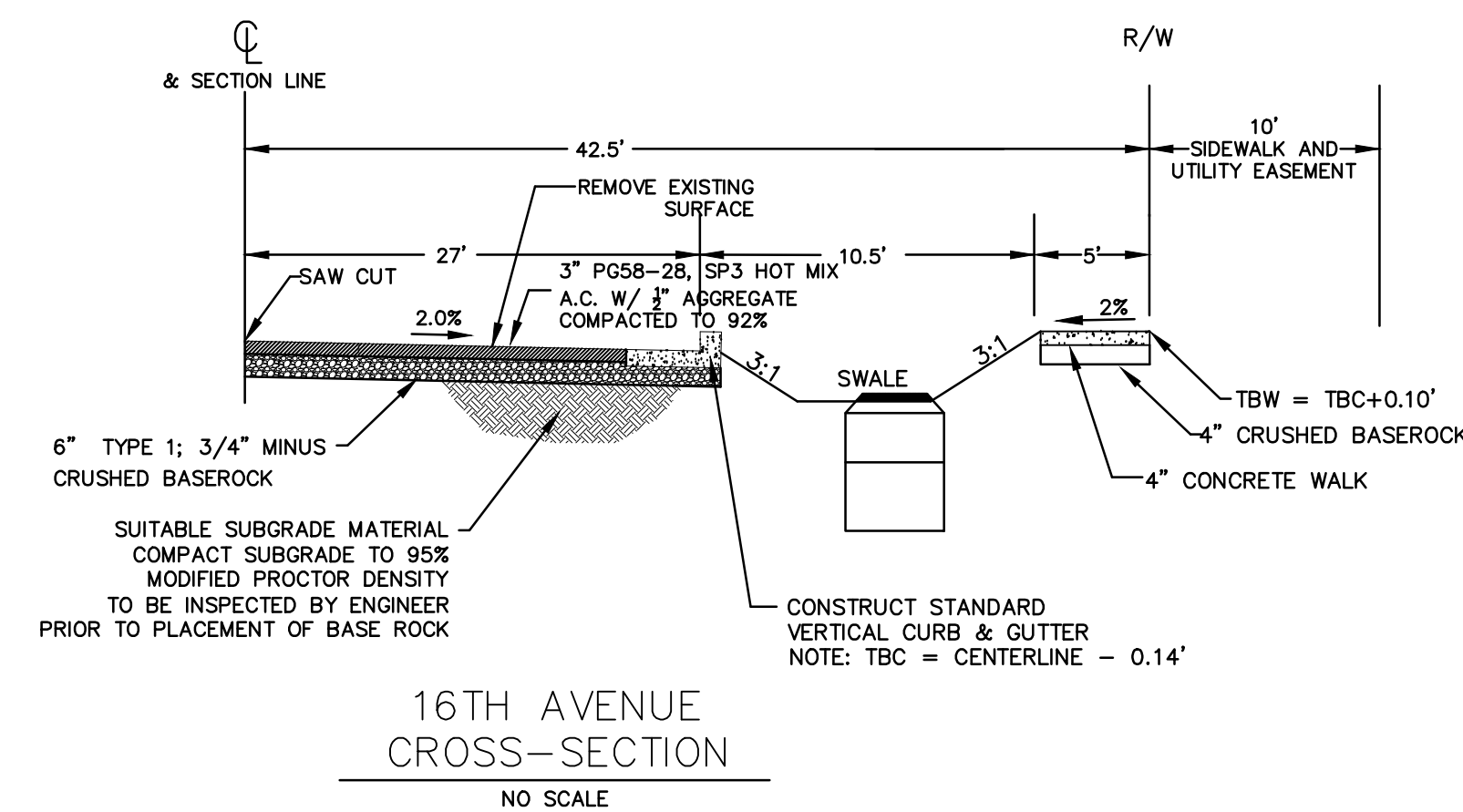
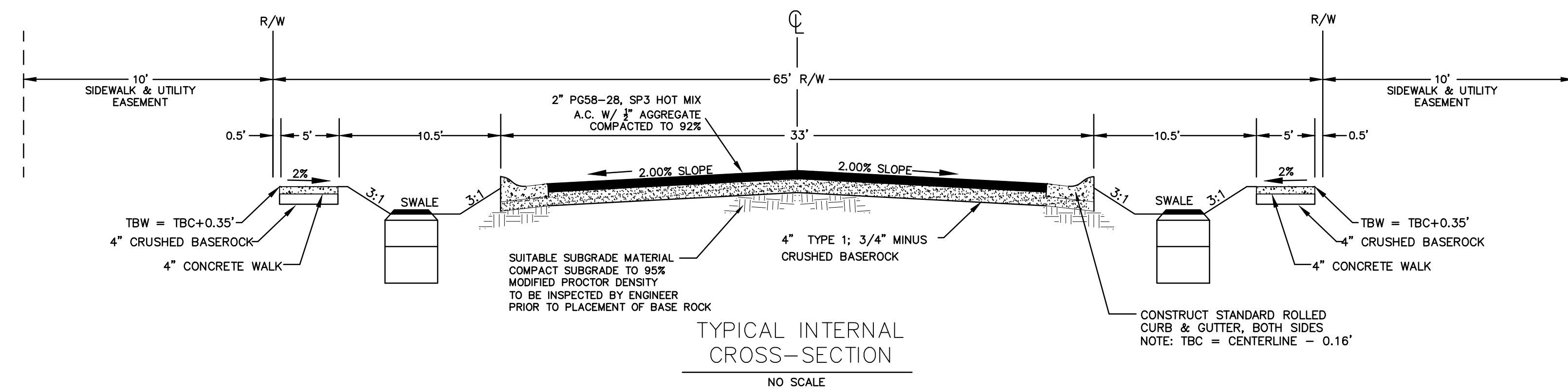
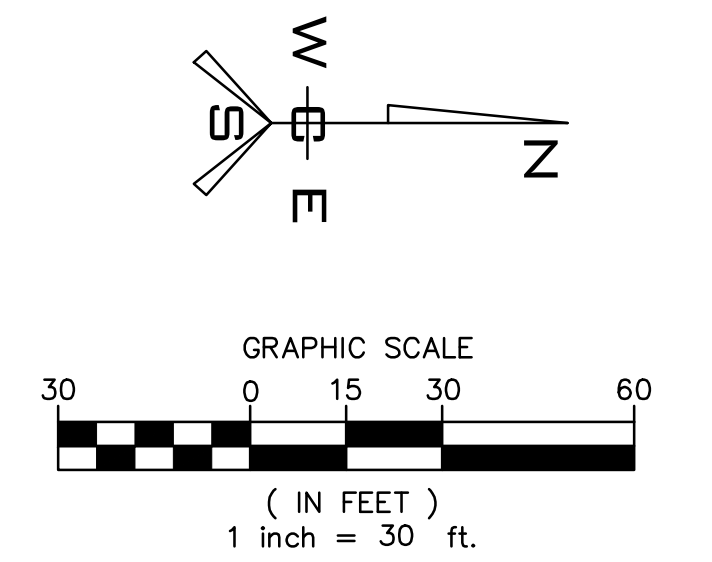
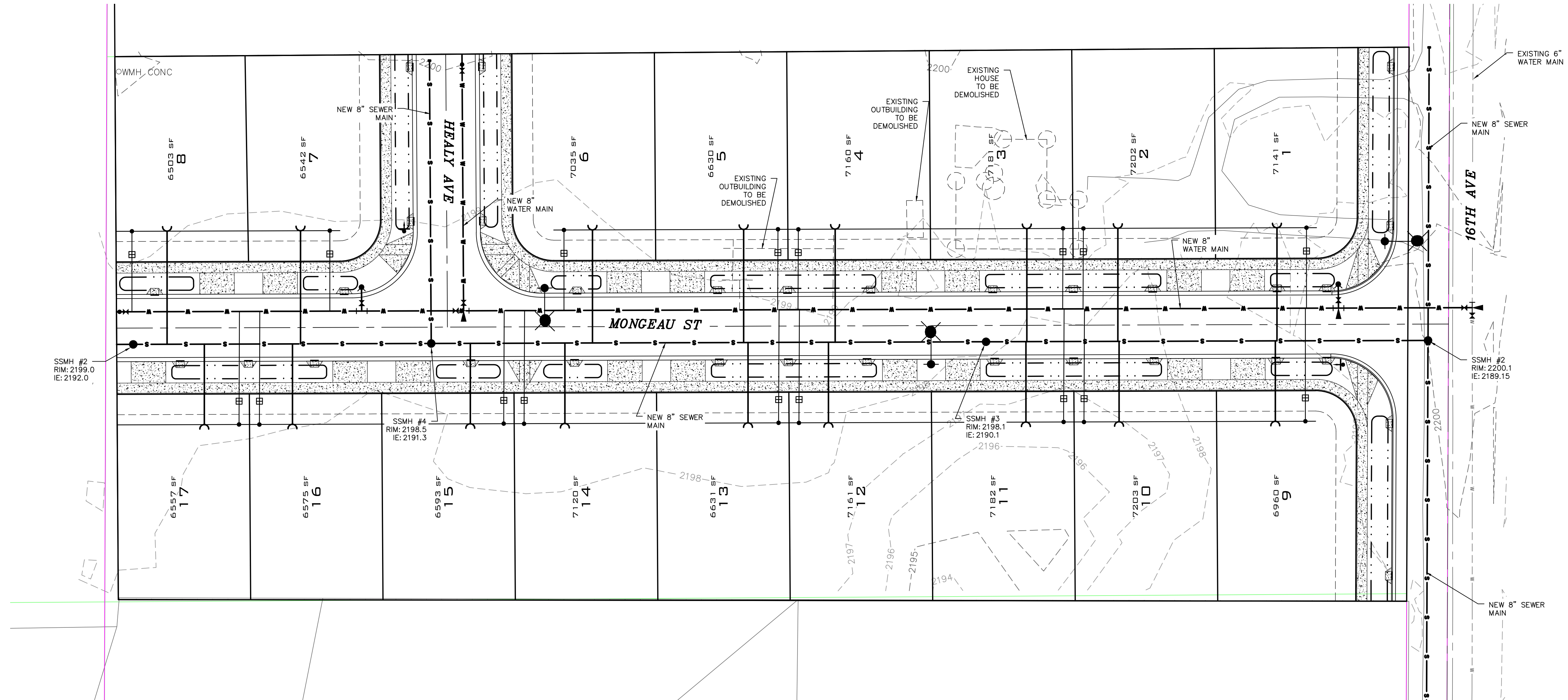
SHEET
1 OF 2
 JOB NUMBER
21-3131

NAVD - 88
 BENCHMARK:

SW 1/4, SECTION 35, T. 51 N., R. 5 W., B.M.

MONGEAU MEADOWS PRELIMINARY SUBDIVISION PLAN

LOCATED IN THE SW 1/4 OF
SEC 35, TOWNSHIP 51N, RANGE 05W, B.M.
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



ENGINEERING (CONTACT)
THIS PRELIMINARY PLAT WAS
PREPARED BY:
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99216
PHONE: 509-893-2617
CONTACT: RAY KIMBALL, PE/PLS

OWNER
WILD HORSE INVESTMENTS, LLC
14899 W. STUB AVE
RATHDRUM, ID 83858
MIKE STEGMANN

- LEGEND**
- FOUND MONUMENT AS NOTED
 - ✚ SECTION CORNER
 - ⊕ SECTION QUARTER CORNER

PREPARED BY WHIPPLE CONSULTING ENGINEERS 2/2/22
RAY KIMBALL, P.E.

NO.	DATE	BY	REVISIONS

SCALE:
HORIZONTAL:
1" = 50'
VERTICAL:

PROJ #: 21-3131
DATE: 12/28/21
DRAWN:
REVIEWED: RDK

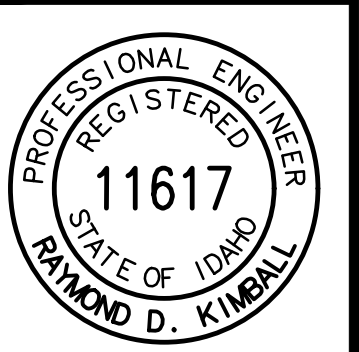
CIVIL
STRUCTURAL
SURVEYING
TRAFFIC
 PLANNING
LANDSCAPE
OTHER

WHIPPLE CONSULTING ENGINEERS
2528 NORTH SULLIVAN ROAD
SPOKANE VALLEY, WA 99216
PH: 509-893-2617 FAX: 509-826-0227

**MONGEAU MEADOWS
SUBDIVISION PLAN - PRELIMINARY PLAT**
**1274 E. 16TH AVE
POST FALLS, ID**

**City of Post Falls
Approval**

Approved By: _____
City Engineer Date



**SHEET
2 OF 2**

JOB NUMBER
21-3131

NAVD - 88
BENCHMARK:

ROSS POINT WATER DISTRICT

February 1, 2022

TO: Bill Melvin, P.E.
City Engineer, City of Post Falls
408 Spokane Street
Post Falls ID 83854

RE: EAST END OF 12TH AVE – AIN #147451

Dear Mr. Melvin:

Ross Point Water District has reviewed the preliminary plans for on-site improvements for the above referenced project and found them to be acceptable. We will need to review the completed construction plans before we can give final approval of the water system.

Ross Point Water District's Consulting Engineer, Whipple Consulting Engineers, Inc., have completed a study, which analyses the impact the proposed subdivision will have on our water supply and distribution system. The study identifies improvements that if made by the Developer, will allow the District to provide service to the subject project and maintain the existing level of service in the Ross Point Water District.

Ross Point Water District will provide water service to the PARCEL NUMBER AIN #147451, located at the east end of 12th Ave, conditioned upon the developer completing off-site improvements, if any

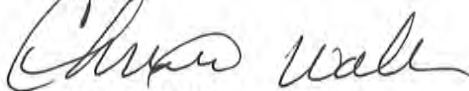
Additional requirements include:

1. Annexation of the subdivision into the Ross Point Water District service area, if applicable.
2. Satisfactory completion and dedication of approved on-site and off-site water system improvements.
3. Payment of all applicable fees and charges.
4. Compliance with all Ross Point Water District policies, rules and regulations.
5. Transfer of all water rights associated with project property, if applicable.

If work on the project is not begun within one year this "Will Serve" letter becomes void.

If you have any questions regarding this matter please call.

Sincerely,



Christine Waller
Ross Point Water District

Cc: Ray Kimball, Whipple Consulting Engineers, Inc.
Idaho Department of Quality
Panhandle Health District
Olson Engineering, Eric Olson



March 21, 2022

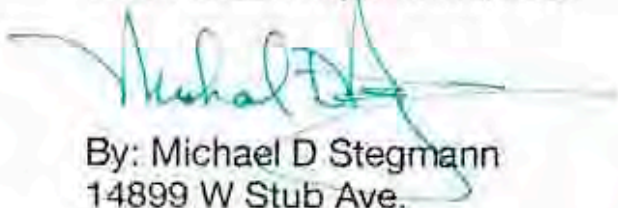
Re: 1274 E 16th Ave / Mongeau Meadows

To Whom It May Concern:

Ray Kimball of Whipple Consulting Engineers has my authorization to apply for and discuss land use application on my behalf.

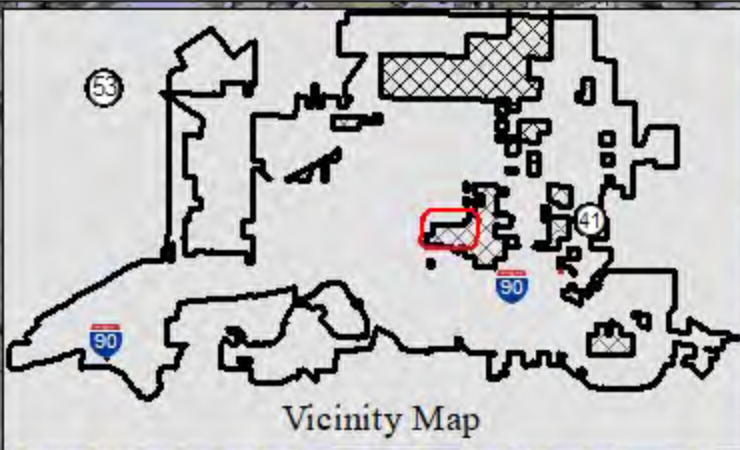
If you have any questions please feel free to contact me.

Wild Horse Investments, LLC



By: Michael D Stegmann
14899 W Stub Ave.
Rahtdrum, ID 83858

314-753-6622
mike@stegmanns.us






Vicinity Map



Project Location
 MONGEAU MEADOWS
 ANNEXATION
 File # ANNX-0003-2022



-  Subject Site
-  City Boundary
-  Tax Parcels



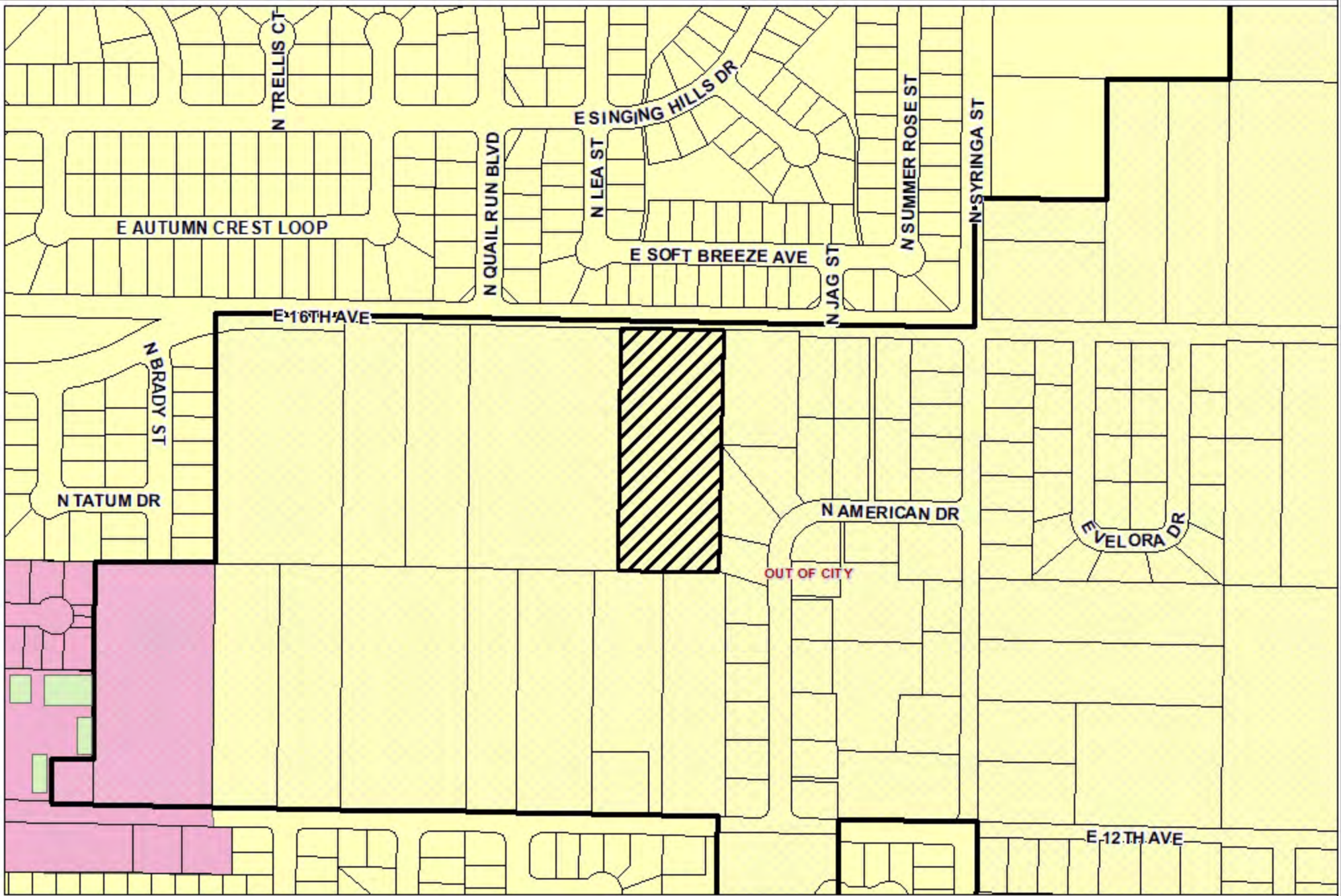


Zoning Map
 MONGEAU MEADOWS
 ANNEXATION
 File # ANNX-0003-2022







- City Boundary
- Subject Site
- CCS
- LC
- R-1
- R-3





Future Land Use Designation
 MONGEAU MEADOWS
 ANNEXATION
 File # ANN-0003-2022



-  City Boundary
-  Subject Site
-  Business/Commercial
-  Low Density Residential



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

April 18, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

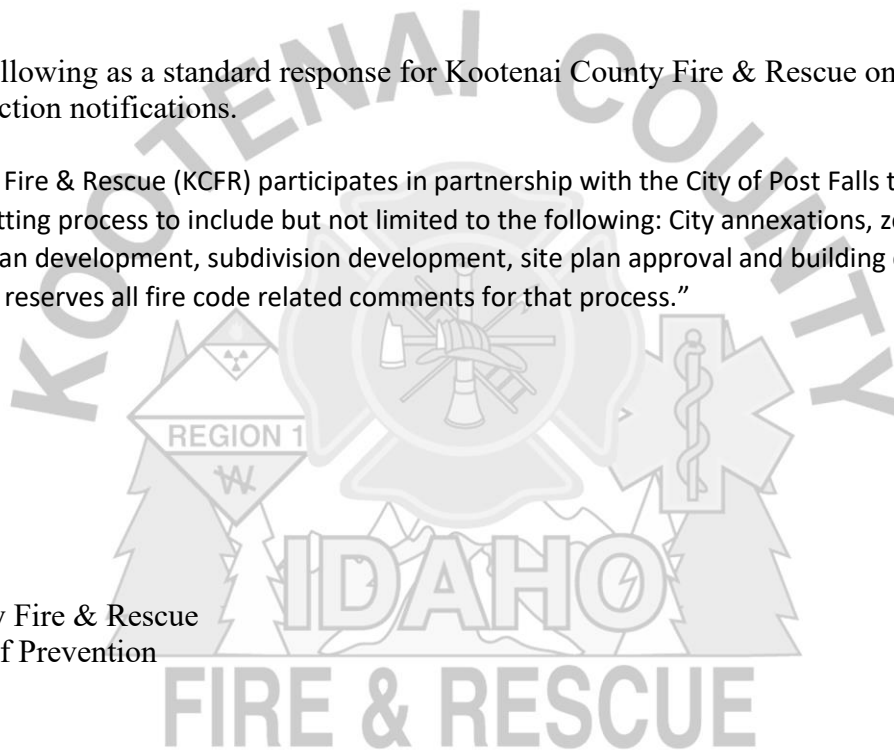
Amber,

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 of Prevention
Fire Marshal





1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

April 18th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: Mongeau Meadows Annexation and Subdivision File No. ANNEX-0003-2022/SUBD-0003-2022

The Police Department has reviewed the above listed annexation/subdivision request 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



April 19, 2022

City of Post Falls
Planning and Building Division
408 Spokane St.
Post Falls ID 83854

Sent by email to amberb@postfallsidaho.org

RE: ANNX-0003-2022/SUBD-0003-2022, Mongeau Meadows Annexation
South of 16th Ave. east of Quail Run Blvd.

Greetings:

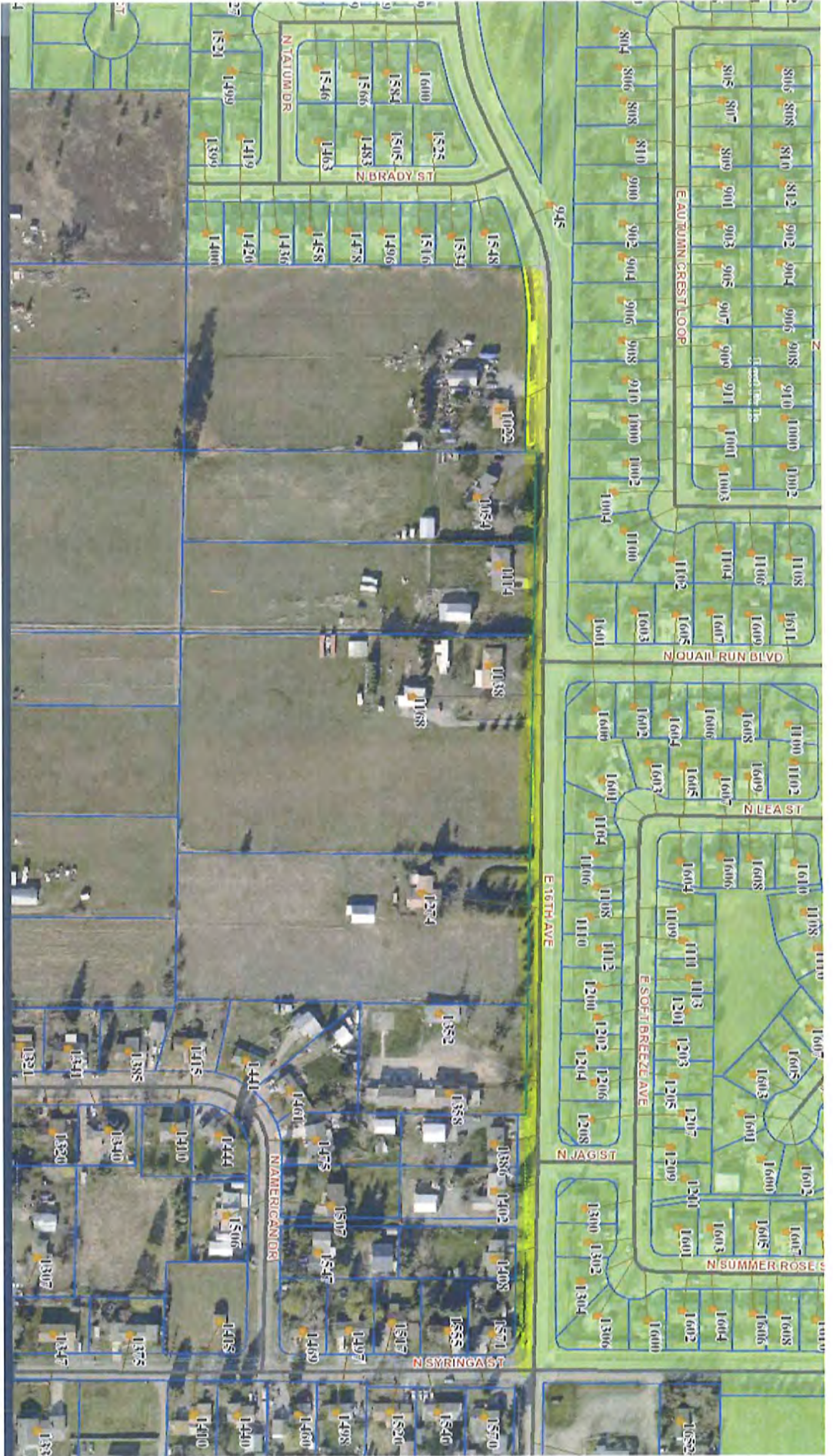
Post Falls Highway District has received annexation request for the above referenced proposal. To eliminate multi-jurisdictional confusion, the District respectfully asks the City of Post Falls to annex all Right-of-way on 16th Ave from Syringa St. to the west property line of parcel 0-6360-35-039-AC. Map attached.

Please contact me if you have any questions at mlenz@postfallshd.com. Thank you for including us in your planning efforts.

Respectfully,

A handwritten signature in blue ink that reads "Michael C. Lenz".

Michael C. Lenz
Director of Highways
Post Falls Highway District





DEQ Response to Request for Environmental Comment

Date: May 4, 2022
Agency Requesting Comments: City of Post Falls
Date Request Received: April 15, 2022
Applicant/Description: ANNX-0003-2022/SUBD-0003-2022

Thank you for the opportunity to respond to your request for comment. While the Idaho Department of Environmental Quality (DEQ) does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <https://www.deq.idaho.gov/assistance-resources/environmental-guide-for-local-govts/>

DEQ has not completed a thorough review of the documents provided, therefore, the following general comments should be applied as appropriate to the specific project:

1. Air Quality

- **Fugitive Dust** - The City should consider requiring reasonable controls on fugitive dust emitting activity during all phases of the project (including but not limited to; roadway construction, vehicle traffic on unpaved roads, land clearing activity, topsoil management, vegetation management). All reasonable precautions shall be taken to prevent particulate matter (dust) from becoming airborne, as required in IDAPA 58.01.01.651.
- **Land Clearing** - During the land clearing and construction phases of the project the applicant should consider alternatives to open burning of the vegetative debris that is generated. Mechanical processing of land clearing debris avoids generating smoke and offers the greatest flexibility for timely project progress. Mechanical processing is not required by DEQ however.
- **Open Burning** - If open burning of land clearing debris is incorporated into the land clearing phase, smoke management practices to protect air quality as described in the Idaho Department of Lands regulation IDAPA 20.02.01.071.03 and DEQ's regulation IDAPA 58.01.01.614 must be implemented by the applicant. Local fire protection permits may also be required. The City should consider requiring a smoke management plan be developed if open burning is used on this project.
- **Construction Debris** - The City should consider requiring a project plan that commits to the proper disposal of demolition and construction debris. Open burning of demolition or

construction debris is not an allowable form of open burning as defined by IDAPA 58.01.01.600. Demolition and construction debris must be treated in accordance with state solid waste regulations.

- For questions, contact Shawn Sweetapple, Air Quality Manager, at (208) 769-1422.
- **Air Quality Permits** - IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.

For permitting questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. Wastewater

- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- If connecting to an existing wastewater utility, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the sewer provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

For questions, contact Katy Baker-Casile, DEQ Water Quality Engineering Manager, at (208)769-1422.

3. Drinking Water

- DEQ recommends using an existing drinking water system whenever possible or construction of a new drinking water system. Please contact DEQ to discuss this project and to explore options to best serve the future residents of this development and provide for protection of ground water resources.
- If connecting to an existing public or non-public drinking water system, DEQ recommends

verifying that there is adequate capacity to serve this project prior to approval. Please contact the water provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.

- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval. All projects for construction or modification of public drinking water systems require preconstruction approval.
- If any private wells will be included in the proposed project, DEQ recommends at a minimum testing the private well for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.

For questions, contact Katy Baker-Casile, DEQ Water Quality Engineering Manager, at (208) 769-1422.

4. Surface Water

- **Water Quality Standards.** Site activities adjacent to waters of the United States (US) must comply with Idaho's Water Quality Standards (WQS) (IDAPA 58.01.02). The WQS provide limits to pollutants to assure water quality for the protection and propagation of fish, shellfish, and wildlife and recreation in and on the water. The federal Clean Water Act (CWA) requires states to list current conditions of all state waters (required by §305(b)), including publicly-owned lakes (required by §314), and to list waters that are impaired by one or more pollutants (required by §303(d)).
 - WQS: <http://www.deq.idaho.gov/water-quality/surface-water/standards/>
 - Current conditions of state waters (with interactive map): <http://www.deq.idaho.gov/water-quality/surface-water/monitoring-assessment/integrated-report/>
- **Point Source Discharges.** Site activities that discharge pollutants into waters of the US in Idaho may require Idaho Pollution Discharge Elimination System (IPDES) coverage (IDAPA 58.01.25) or the Environmental Protection Agency (EPA) National Pollution Discharge Elimination Program (NPDES) coverage.
 - <http://www.deq.idaho.gov/permitting/water-quality-permitting/ipdes/>
- **Construction activities.** Construction activities should implement Best Management Practices (BMPs) to control, prevent, or minimize pollution. Construction activities disturbing areas greater than one acre of land that may discharge stormwater directly or indirectly into waters of the US require development and implementation of a Stormwater Pollution Prevention Plan (SWPP) under a Construction General Permit with EPA NPDES.
 - <http://www.deq.idaho.gov/water-quality/wastewater/stormwater/>
- **Stream channel/lakeshore alteration and dredge and fill activities.** Site activities that disturb ground below the ordinary high water mark (OHWM) within streams/lakeshores must have a permit under IDAPA 37.03.07 (administered by Dept. of Lands) and IDAPA 58.13 (administered

by Dept. of Water Resources). Activities that discharge fill material below the OHWM must have a permit under Section 404 of the CWA (administered by US Army Corps of Engineers). All activities must also comply with Idaho Water Quality Standards.

- Idaho Department of Water Resources permits: <https://idwr.idaho.gov/streams/>
- Idaho Department of Lands permits: <https://www.idl.idaho.gov/lakes-rivers/lake-protection/index.html>
- US Army Corp of Engineers permits: <https://www.nww.usace.army.mil/Business-With-Us/Regulatory-Division/>

For questions, contact Robert Steed, Surface Water Manager at (208) 769-1422.

5. Solid/Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- **Solid Waste.** The disposal of all solid waste must comply with Idaho's Solid Waste Management Rules (IDAPA58.01.06). No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that all activities comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

- **Underground Storage Tanks.** DEQ requests that the installation of all underground storage tanks and piping along with any required testing and owner/operator training comply with Idaho's Rules Regulating Underground Storage Tank Systems (IDAPA 58.01.07)

6. Additional Notes

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. The Panhandle Health District regulates all ASTs over the Rathdrum Prairie aquifer. EPA regulates ASTs at all other areas. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 769-1422, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.
For questions, contact Gary Stevens, Waste & Remediation Manager, at (208) 769-1422.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208)769-1422.

Dan McCracken, Regional Administrator, Coeur d'Alene

DEVELOPMENT AND ANNEXATION AGREEMENT

Mongeau Meadows Annexation

(File No. ANNX-0003-2022)

THIS AGREEMENT is made this ___ day of _____, 20___, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Wild Horse Investments, LLC**, an Idaho Limited Liability Company, with its principal place of business at 921 S. Orchard Street, Suite G, Boise, ID 83705. **14899 W. Stub Ave., Rathdrum, ID 83858.**

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

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. **Purpose:** Owner enters into this Agreement in order to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. **Description of the Property:** The Property is generally located south of 16th Avenue between Brady Street and Syringa Street and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

- 2.1. **Construct to City Standards:** Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water

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

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: The Owner agrees to use the Post Falls municipal water supply system as the domestic water supply system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Domestic water will be provided in accordance with rules and regulations of the City. The City does not warrant that domestic water supply capacity will be available at the time Owner requests connection

to the specified public systems. If water capacity cannot be assured within 90 days of the date that service is requested by the Owner, the Owner may seek to obtain temporary water service from any lawful source, whether public or private, beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant to the City all water rights associated with the Property in order to assure that the City has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 90 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
 - 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees that sizes for on-site water mains will be determined by the City with no reimbursement for oversizing up to and including 12" mains. The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along 16th Avenue for utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along 16th Avenue for a total half road right of way width of 42.5 feet measured from the Section Line.
- 4.2. No Impact Fee Credit for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. CONSIDERATION/FEES

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

agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VI. MISCELLANEOUS

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

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

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

CITY OF POST FALLS

By: _____
Ronald G. Jacobson, Mayor

WILD HORSE INVESTMENTS

By: 
Michael D. Stegmann, Manager

LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE TRACT 38, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS, PAGES 78, 79, AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO; EXCEPT THE WEST 396 FEET THEREOF.

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

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

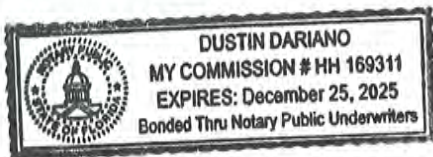
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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

STATE OF ~~IDAHO~~ ^{FLORIDA DDD})
 :ss
County of ~~Kootenai~~ ^{LEE DDD})

On this 23 day of March, 2022, before me, a Notary for the State of ~~Idaho~~ ^{Florida DDD}, personally appeared **Mike Stegmann**, known, or identified to me to be the **Manager of Wild Horse Investments, LLC** and the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of Wild Horse Investments LLC.

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



DDD
Notary Public for the State of ~~Idaho~~ ^{FLORIDA DDD}
Residing at: 2422 Palm Ridge B Sanibel FL
Commission Expires: 12/25/25

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.
****Not Applicable****
6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.
****Not applicable****

Motion to recommend approval to City Council finding meets approval criteria in the PFMC as outlined in our deliberation and direct staff to prepare a Zoning Recommendation with a CCS zone - Carey

2nd by Hampe

**Vote Steffensen – Yes; Carey – Yes; Davis – Yes; Ward – Yes; Hampe - Yes
Moved**

Manley – As a note, we have new design standards for commercial uses such as screening requirements, etc.

7. **Zoning Recommendation** for Mongeau Meadows Annexation and **Review Requested** for Mongeau Meadows Subdivision File No(s). ANNX-0003-2022/SUBD-0003-2022 – Ethan Porter, Associate Planner, to present a request for a recommendation to City Council for a zoning designation of Single-Family Residential (R1) upon annexation of approximately 3.91 acres. Additionally, a subdivision review request of 17 lots. The requested actions are to provide recommendation to City Council for the zoning designations of Single-Family Residential (R-1) on approximately 3.91 acres. Additionally, an approval to subdivide approximately 3.91 acres into 17 lots, contingent on Planning and Zoning recommendation of the zoning designation and annexation approval from City Council. The project location is just south of 16th Ave to the east of N. Quail Run Blvd. and to the west of N. Syringa St. It is currently a large lot residential within Kootenai County and is over the Rathdrum Prairie Aquifer. The water and sewer will be provided by the City of Post Falls. To the north is Single-Family Residential (R-1) zoning, to the west, east, and south is all residential lots within the county.

Zone Change Review Criteria:

- The Future Land Use Map designates this site as Low-density residential with the R1 zoning called out in the Implementing zoning districts. Central Island focus area promotes infill development in this context area and prioritize annexation opportunities.
- It is consistent with the Goals and Policies found in the Comprehensive Plan, they are identified within the staff report a couple of the main goals are 5, 7, and 12 and some of the main policies are 1, 2, 8, and 15.
- 16th Ave. is a Major Collector and can accommodate 4k-12k vehicles per day, which projected volumes for 2035 along this roadway would accommodate. Over the Rathdrum Prairie Aquifer and the proposed zoning is compatible with the land uses anticipated within the City's Master Plans.
- Not Applicable as they are not requesting commercial or high-density.

- Annexation proposed is not near higher intensity urban activities, which would primarily be along Highway 41, Mullan Ave., Seltice Way, and some along Spokane St.
- Industrial is not being requested so this criteria is not applicable.

The subdivision layout is with Mongeau Street going north and south and Healy Ave being a connection street to the south of the subdivision for future development. Staff reviewed and the layout meets the requirements for Titles 17 and 18.

Subdivision Review Criteria:

- Water will be provided by the City of Post Falls
- The City of Post Falls has adequate capacity to provide service to the subdivision as proposed and it is in conformance with the City's Water Reclamation Master Plan.
- The subdivision should not have a negative impact on the local transportation system. Direct access from residential lots onto 16th Ave. will be prohibited (Condition 8)
- The site is located of the Rathdrum Prairie Aquifer. There are no known soil or topographical conditions which have been identified as presenting hazards.
- Subdivision approval is contingent upon the annexation approval from City Council. The subdivision and proposed lots conform to the requirements of Title 17(Subdivisions) and Title 18(Zoning).
- Impact fees and cap fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, streets, multi-modal pathways, City water and water reclamations facilities.

All agencies have been notified with Kootenai County Fire and Rescue reserves comments for the permitting process with the Post Falls Police Department remaining neutral. Post Falls Highway District requests the City to annex all right-of-way on 16th Ave. from Syringa St. to the west property line of parcel 0-6360-35-039-AC and the Department of Environmental Quality had general comments pertaining to the time of construction.

Carey – I have a question on the layout, 16th Ave can be accessed, and Healy is dead-end?

Porter – Correct, the Healy is for future connections.

Hampe – What is the minimum square footage within an R1 currently?

Porter – 6500 square feet for the lot size.

Hampe – All of them are 6500?

Manley – Looks like lot 8 might be the smallest.

Carey – Most of them are 7,000 or close to.

Applicant – Ray Kimball, Whipple Consulting Engineers – This is the Central Island within the City of Post Falls was a big focus area to encourage annexation and development. This area is hard to bring new development because there are already so many smaller parcels as you can see to the east, American Dr. Subdivision plus further east, E. Velora are all smaller lots, all of these are on septic. Across 16th is a phase of Signing Hills, or Windsong which is a single-family subdivision much like the one being presented tonight. This is compatible with the street classification; 16th is a Major Collector with a local street being created to connect north and south and to the west. This proposal is about ½ mile away from commercial zoning. It is consistent with the Future Land Use Map as low density residential and meets many of the goals and

policies found within the Comprehensive Plan. There are 17 lots with the smallest being 6503, lot 8 with an average lot size being 7,203 square feet. The existing house will be demolished the property to the east is the St. Vincent DePaul Apartments and to the west is a large lot single family home with the smaller single-family homes to the southeast of the proposed project. The city has the ability and capacity to serve water and sewer to the property. The right-of-way will be dedicated for 16th Ave to City standards and provisions have been made to adequately provide connectivity to adjacent properties. There are no known hazards or topographical conditions that are incompatible and meets all the requirements of the R-1 zoning.

Hampe – What is directly to the east of it?

Kimball – It is the St. Vincent DePaul apartments that have been there for years. I think it is 8 or 12 plex.

Ward – All the ones that are on American Dr are on septic?

Kimball – That's my understanding. Palus says they are septic.

Testimony:

In Favor – Dylan Oliver not wishing to speak and Michael Stegmann not wishing to speak.

Neutral – None

In Opposition – None

Comments:

1. Amendments to the zoning map should be in accordance with the Future Land Use Map.
Carey – It does that, they are asking for R1, and the Future Land Use is low density.
Steffensen – That area if it is in the city is R1.
2. Amendments to the zoning map should be consistent with the goals and policies found in the Comprehensive Plan.
Carey – Our goal is to promote infill, which this is doing.
3. Zoning is assigned following consideration of such items as street classifications, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.
Steffensen – This will start to build out the larger infill area and provide connection with the infrastructure.
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.
Steffensen – This is lower density and is away from the larger roads in the area.
6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.
****Not applicable****

Motion to recommend approval to City Council finding meets approval criteria in the PFMC as outlined in our deliberation and direct staff to prepare a Zoning Recommendation with a R1 zone - Hampe

2nd by Steffensen

**Vote Hampe – Yes; Ward – Yes; Davis – Yes; Carey – Yes; Steffensen - Yes
Moved**

1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivisions proposed.

Commission – there is water available

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

Commission – there is sewer available

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

Steffensen – 16th is a Major Collector then the neighborhood streets within the development.

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

Commission – nothing was noted and DEQ will do their part further down the road.

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

Hampe – The request is R1 and R1 is across the street.

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

Steffensen – Impact Fees will be collected and used for future growth.

Carey – The street connections are also a cost to the developer as they will be constructing the new and making improvements along 16th.

Motion to approve finding it meets the approval criteria in the PFMC as outlined in our deliberation subject to conditions 1-10 contained in the staff report and direct staff to prepare a written Reasoned Decision with R-1 zoning. conditioned upon approval of the annexation by Carey

2nd by Hampe

**Vote Steffensen – Yes; Carey – Yes; Davis – Yes; Ward – Yes; Hampe - Yes
Moved**

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

**Mongeau Meadows Annexation
File No. ANNX-0003-2022
Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Whipple Consulting Engineers

LOCATION: Generally located on the south side of 16th Ave. east of Quail Run Blvd.

REQUEST: Zoning recommendation of Single-Family Residential (R1) of approximately 3.91 acres AS DEPICTED IN EXHIBIT S-2.

B. RECORD CREATED:

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

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the May 10, 2022 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to provide testimony and documentation to be taken by the 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.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report. He testified that the applicant was seeking a recommendation for an initial zoning of Single Family Residential (R-1) on 3.91 acres upon the annexation into the City of Post Falls. He explained that the general location is south of 16th Ave. near Quail Run Blvd.

Mr. Porter testified that the site is currently is large lot residential in the county with no significant topology or vegetation and is above the Rathdrum Prairie aquifer. He stated that water and wastewater will be provided by the city of Post Falls.

Mr. Porter testified that most of the lands around this area are in the county, lands in the city to the

north are zoned R-1, with more R-1 farther to the south. He stated that the Future Land Use Map designates the area as Low-density Residential and R-1 is an implementing zoning district. He noted that surrounding area is largely designated Low-density Residential. He testified that that this area is within the Central Island focus area, which provides that areas within this area are particularly challenging to incorporate as they have been larger county island within the city. The focus area promotes infill development in this area and prioritizes annexation opportunities.

Mr. Porter testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goal five, seven, and twelve are possibly relevant and applicable goals. He testified that policies one, two, eight, and fifteen, may be appropriate for consideration by the Commission.

Mr. Porter testified, 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. He explained that the site is located along 16th Ave. which is a major collector and can accommodate four to twelve thousand vehicles per day as projected through 2035. He asserted that the proposed zoning is compatible with the land uses anticipated within the cities master plans.

Mr. Porter testified that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. He explained that this is inapplicable as they are not requesting any commercial or high-density residential zoning.

Mr. Porter 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 noted that proposal is for lower density residential zoning and this area is not near any higher intensity urban area.

Mr. Porter testified that the last criteria is inapplicable as there is not a request for industrial zoning.

Mr. Porter testified that all agencies have been notified with Kootenai County Fire and Rescue reserves comments for the permitting process, the Post Falls Police Department remaining neutral. He noted that Post Falls Highway District requests the City to annex all right-of-way on 16th Ave. from Syringa St. to the west property line of parcel 0-6360-35-039-AC and the Department of Environmental Quality had general comments pertaining to the time of construction.

Ray Kimball, Whipple Consulting Engineers, Applicant

Mr. Kimball testified that this is in the Central Island within the City of Post Falls and was a big focus area to encourage annexation and development. He explained that this area is hard to bring new development because there are already so many smaller parcels as you can see to the east, American Dr. Subdivision plus further east, E. Velora are all smaller lots, all of these are on septic. He illustrated that across 16th is a phase of Signing Hills, or Windsong which is a single-family subdivision much like the one being presented tonight. He testified that this is compatible with the street classification; 16th is a Major Collector with a local street being created to connect north and south and to the west.

Mr. Kimball testified that this proposal is about ½ mile away from commercial zoning, it is consistent with the Future Land Use Map as low density residential and meets many of the goals and policies found within the Comprehensive Plan. He explained that there are 17 lots with the smallest being 6503, lot 8 with an average lot size being 7,203 square feet. He noted that the existing house will be demolished. He illustrated that the property to the east is the St. Vincent DePaul Apartments and to the west is a large lot single family home with the smaller single-family homes to the southeast of the proposed project. He testified that the city has the ability and capacity to serve water and sewer to the property. He explained that the right-of-way will be dedicated for 16th Ave to City standards and provisions have been made to adequately provide connectivity to adjacent properties. He asserted that there are no known hazards or topographical conditions that are incompatible and it meets all

the requirements of the R-1 zoning.

Public Testimony:

The hearing was opened for public testimony.

Dylan Oliver

Mr. Oliver, not wishing to speak, gave brief written testimony in favor of the proposal.

Michael Stegmann

Mr. Stegmann, not wishing to speak, gave brief written testimony in favor of the proposal.

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 zoning of Single Family Residential (R-1) on 3.91 acres as part of 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 the Single Family Residential (R-1) zoning district is an implementing zoning district.

The proposed zone is within the Central Island focus area, which provides that areas within this region are particularly challenging to incorporate as they have been larger county island within the city. The focus area promotes infill development in this area and prioritizes annexation opportunities.

The Commission finds that evidence and testimony demonstrate that the requested zoning designation is one of the implementing zones the area allows and fits in with the surrounding area. The Commission moves that this area is infill and annexation opportunities in this area should be a priority. Therefore, the request would be 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 zoning is consistent with the following goals and policies contained in the comprehensive plan:

Goals:

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

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 12: Maintain the City of Post Falls' long-term fiscal health.

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

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;
Impact Fees are paid at the time of permit issuance to assist maintaining the community levels of service.
- Foster the long-term fiscal health of the community;
Development of housing helps with further the long-term fiscal health of the community to keep up with the current housing demands for future residents.
- Maintain and enhance resident quality of life;
Development of housings asssts with providing walkable neighborhoods and a better sense of community. Subdivisions and housing must meet City standards for residential development as well as building code requirements to assist in safe homes and neighborhoods are built.
- Promote compatible, well-designed development;
Development will be required to meet City design standards.
- 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 be in compliance with 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 criterion of this recommendation.
- Compatibility with the surrounding land uses;
The proposed development pattern for this proposal would not be incompatible with the surrounding uses as they are all primarily residential in nature.
- Infrastructure and service plans;
Sanitary Sewer for the location would need to be extended to the site from the intersection of 16th Avenue / Jag St. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

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

The City of Post Falls would service water. The city has an existing 6" main located within 16th Avenue.

- Existing and future traffic patterns;
The property is adjacent to 16th Ave., a classified Major Collector roadway. Dedications of rights-of-way and easement would be required, at the time of annexation and complying with adopted City Design Standards.

16th Avenue – major Collector: 85-foot total right-of-way width, along with a 10-foot sidewalk, drainage and utility easement. The ½ road right-of-way width will be measured from the section line in 16th Avenue.

Future traffic patterns to/from this site are benefitted from the proximity to numerous Collector and Arterial Roadways: Syringa St. is less than a ¼ mile to the east and Idaho St. is 1/3 mile to the west. 16th Ave. connects to SH41 at a signalized intersection (2022).

- Goals and policies of the comprehensive plan, related master plan and/or facility plans.
The response to this is embedded within the analysis within this section.

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

The area is in a County Island and Redevelopment of this area would be considered compatible infill and is currently under-utilized.

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

Annexation with residential zoning could allow for further housing types and price levels.

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 on the major collectors of 16th Ave. which is designed to accommodate traffic volumes of 4,000 - 12,000 vehicles per day. In 2035 the projected volumes along this section of roadway are approximately 2,200 vehicles per day.

Future traffic patterns to/from this site are benefitted from the proximity to numerous Collector and Arterial Roadways: Syringa St. is less than a ¼ mile to the east and Idaho St. is 1/3 mile to the west. 16th Ave. connects to SH41 at a signalized intersection (2022)..

Water and Sanitary Sewer:

The Commission finds that water service is provided by the City of Post Falls with an existing 6" main in 16th Ave. Sanitary sewer service is being provided by the City of Post Falls. Sanitary Sewer currently exists at the intersection of 16th Avenue / Jag St. and would need to be extended to the site. The property requesting annexation and zoning is identified in the City of Post Falls Water and Water Reclamation Master Plan as being serviced by the referenced mains. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

The City's Water and Water Reclamation Systems have the capacity to provide service and the

City is willing to serve to the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City's Master Plans. Current capacity of the City's Water and Water Reclamation Systems is not a guarantee of future service.

Compatibility with Existing Development and Future Uses:

Residential uses are compatible with other residential uses. Proposal is next to County multi-family development and the surrounding area is designated as low-density residential for the future.

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. The proposed R-1 zone is an implementing zoning district.

Geographic/Natural Features:

The site contains no geographic or other natural features that would affect development of the site.

The Commission finds that the proposed zoning agrees with base assumptions made in Master Planning as well as other considerations already addressed above, satisfies these criteria.

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

The Commission finds that this criterion is not applicable to the request, this area is suitable for medium to lower residential densities per the Comprehensive Plan.

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

The Commission finds that this criterion is not applicable to the request, the proposal is along higher classified roadways and is not for limited commercial or lower density residential, nor is any in the immediate area.

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 as there are no industrial uses or industrial zoned properties within the area.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-0003-2022, 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 carried a majority of the Commission. The Planning and Zoning Commission hereby recommends that City Council approve the proposal finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for applicant's request for 3.91 acres of Single Family Residential (R-1) upon successful annexation of the property.

[Signature Page Follows]

6-14-2022
Date


Chairman


Attest

NOTICE OF RIGHTS:

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

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

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

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



June 6, 2022

City of Post Falls
Planning and Building Division
408 Spokane St.
Post Falls ID 83854

Sent by email to amberb@postfallsidaho.org

RE: ANNX- 0003- 2022, Mongeau Meadows

Greetings:

Post Falls Highway District has received annexation request for the above referenced proposed annexation. After review the District has the following comment:

PFHD would ask that the City of Post Annex E. 16th Ave. from N. Brady St. to the east property boundary of the subject parcel. (0-636-35-038-AB)

Please contact me if you have any questions at mlenz@postfallshd.com. Thank you for including us in your planning efforts.

Respectfully,

A handwritten signature in black ink that reads "Michael C. Lenz". The signature is written in a cursive style.

Michael C. Lenz
Director of Highways
Post Falls Highway District

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARING
MEETING DATE: June 21, 2022**

DATE: June 15, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JON MANLEY, PLANNING MANAGER
jmanley@postfallsidaho.org / 208-457-3344
SUBJECT: SCHOOL DISTRICT ZONE CHANGE FILE NO. ZC-22-4

ITEM AND RECOMMENDED ACTION:

The City of Post Falls Planning Division is seeking to rezone approximately 3 school sites from Single Family Residential (R-1) zoning to the Public Reserve (PR) zoning district.

DISCUSSION:

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

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

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

APPROVED OR DIRECTION GIVEN: The Planning and Zoning Commission made a recommendation of approval for the zone change proposal for the requested Public Reserve (PR) zoning district at the May 25, 2022, commission meeting.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

- Exhibit S-3 Planning and Zoning Commission Staff Report
- Exhibit S-1 Zoning Map
- Exhibit S-2 Future Land Use Map
- Exhibit PA-1 PFPD Comments
- Exhibit PA-2 KCFR Comments
- Exhibit PA-3 DEQ Comments
- Exhibit S-4 Signed Minutes 5-25-2022
- Exhibit S-5 Signed Zoning Recommendation

**CITY OF POST FALLS
STAFF REPORT**

DATE: May 20, 2022

TO: POST FALLS PLANNING AND ZONING COMMISSION

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

SUBJECT: STAFF REPORT FOR THE May 25, 2022 P&Z COMMISSION MEETING
SCHOOL DISTRICT ZONE CHANGE – ZC-22-4

INTRODUCTION:

The City of Post Falls Planning Division is seeking to rezone approximately 3 school sites from Single Family Residential (R-1) zoning to the Public Reserve (PR) zoning district. The Planning & Zoning Commission must conduct a public hearing and determine if the requested zone change meets the approval criteria contained in Municipal Code Section 18.16.010 and 18.20.100. Following the public hearing, the Planning Commission will direct staff to prepare a Reasoned Decision, along with any appropriate conditions, that explains how the approval criteria are/are not met. The Planning Commission will review and approve the final Reasoned Decision at a subsequent meeting and will forward its recommendation to the City Council who will determine if the property should be rezoned and, if so, make a final determination on the appropriate zoning. The approval criteria are:

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

PROJECT INFORMATION:

Project Name / File Number: School District Zone Change, File No. ZC-22-4

Owner: Post Falls School District

Applicant: City of Post Falls Planning Division

Project Description: to rezone approximately 3 school sites from Single Family Residential (R-1) zoning to the Public Reserve (PR) zoning district

AREA CONTEXT:

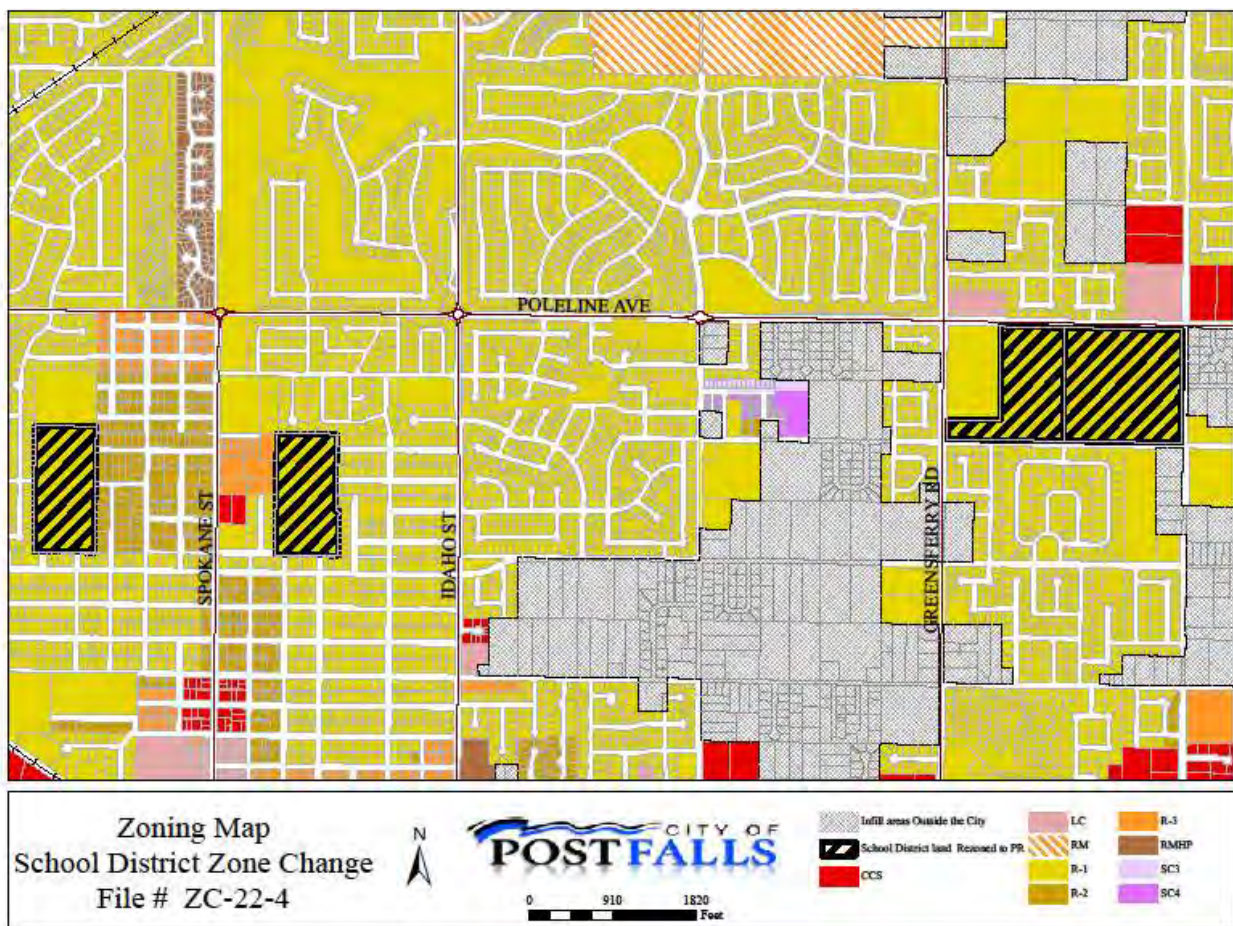
Project Location: Generally located in the following areas between Greensferry and Cecil Road, south of Poleline Avenue and between Post and Bill Street between 15th and 20th Avenue and between Pine Street and Stagecoach Drive from 15th to 20th Avenue.

Water Provider: Varies between sites

Sewer Provider: The City of Post Falls

Surrounding Land Uses: The majority of the uses surrounding the school sites are single family homes. See hatched area below:

Area Context Map:



EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

A. Amendments to the zoning map should be in accordance with the Future Land Use Map. The Future Land Use Map designated for these properties are **Low Density Residential**.

The Public Reserve (PR) Zone is established to accommodate existing and future public uses, such as, but not limited to, governmental, public utility, educational, recreational, cultural, water reuse, agricultural, environmental. It is anticipated that the uses allowed may be unique and may involve a combination of uses not permitted outright in any other zoning districts. The PR Zone does not allow privately-owned development.

1. Application: The PR Zone is appropriate for:
 - a. All future land use designations within the Comprehensive Plan; and
 - b. Areas with at least twenty (20) contiguous acres.

B. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan. The following Goals and Policies that may be relevant to this request are provided below, followed by staff comments.

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

Staff Comment: Preserving school sites with nearby single-family neighborhoods may assist creating live, work, play neighborhoods to provide community prosperity and fiscal health.

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

Whether newly-arrived or long-term, residents of Post Falls often cite the community's "small-town charm," its modest size, and its valley setting with open space prairie and the Spokane River as attractive features. Due to this, many of the goals, policies and programs contained in the Comprehensive Plan help retain the City's lower-scale, walkable, small-lot development patterns common in early Post Falls, while at the same time, providing for urban growth in other, appropriate areas; support the development of cultural features and activities; and direct land use decisions encouraging infill and thoughtful expansion.

Staff Comment: Preserving school sites with nearby single-family neighborhoods may assist to maintain and improve Post Falls' small-town scale, charm and aesthetic beauty.

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

Residents prize the character and unhurried pace of Post Falls neighborhoods, and wish to ensure their neighborhoods are kept safe, active and aesthetically pleasing. Supporting this goal, a diverse set of policies have been provided, including encouraging attractive, pedestrian-friendly development, provision of diverse housing types, parks facilities, school sites, and neighborhood-scale commercial services.

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

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

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

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

Goal 12: Maintain the City of Post Falls' long-term fiscal health.

Services that cities provide cannot be sustained without fiscal balance and accountability. This goal serves to anchor the City of Post Falls' obligation to sustain its fiscal health – achieved through the gathering of income in responsible, equitable ways, and through decisions, investments and actions that provide rate-payers with efficient, effective services now and in the future.

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

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

The following policies may or may not assist the review of this Zone Change request to preserve school site with the Public Reserve zoning designation.

Policy 1: 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.

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

- Future land use mapping;
- Compatibility with the surrounding land uses;

Staff Comment: Schools are compatible with the surrounding single-family uses.

- Infrastructure and service plans;

Staff Comment: School sites are already established

- Existing and future traffic patterns;

Staff Comment: School sites are already established are already factored with the anticipated land uses and trip generations within the City's Transportation Master Plan.

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

Staff Comment: School sites are already established, but additional school use expansions would be allowed with the Public Reserve zoning designation.

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: School sites are already established and factored in with the anticipated land uses and trip generations within the City’s Transportation Master Plan.

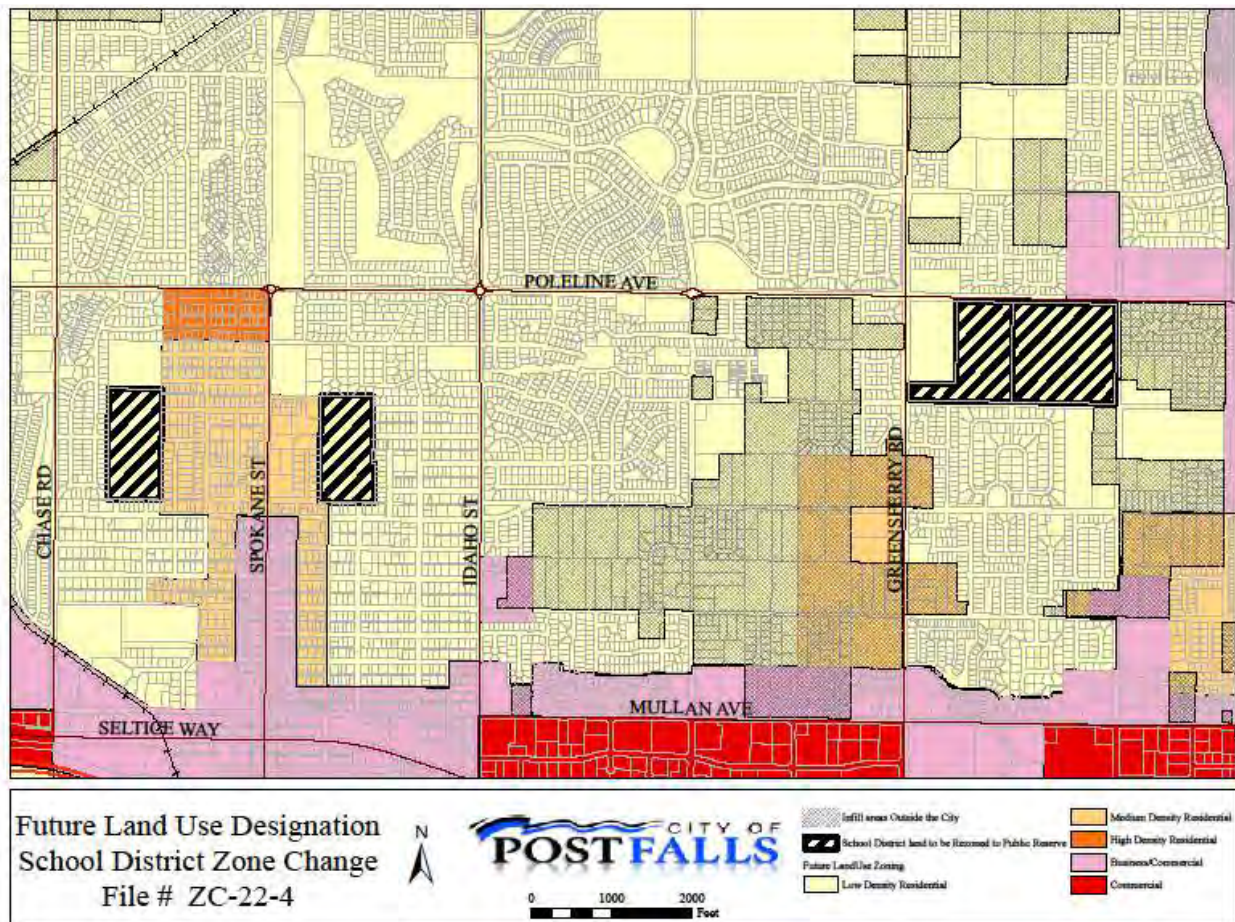
Water and Sanitary Sewer: School sites are already established are already factored service providers master planning.

Compatibility with Existing Development and Future Uses:

Schools are compatible with the surrounding single-family uses

Future Land Use Designation:

Exhibit S-3: Future Land Use Map, depicts the land use designation for these areas to be Low Density Residential.



Community Plans: Schools are established uses in the community

Geographic/Natural Features:

The site contains no geographic or other natural features that would affect additional development of these sites.

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

Staff Comment: Not Applicable

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: Not Applicable

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

Staff Comment: Not Applicable.

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

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

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

MOTION OPTIONS: The Planning Commission must provide a recommendation of zoning to the City Council along with an evaluation of how the proposed development does/does not meet the required evaluation criteria. 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.

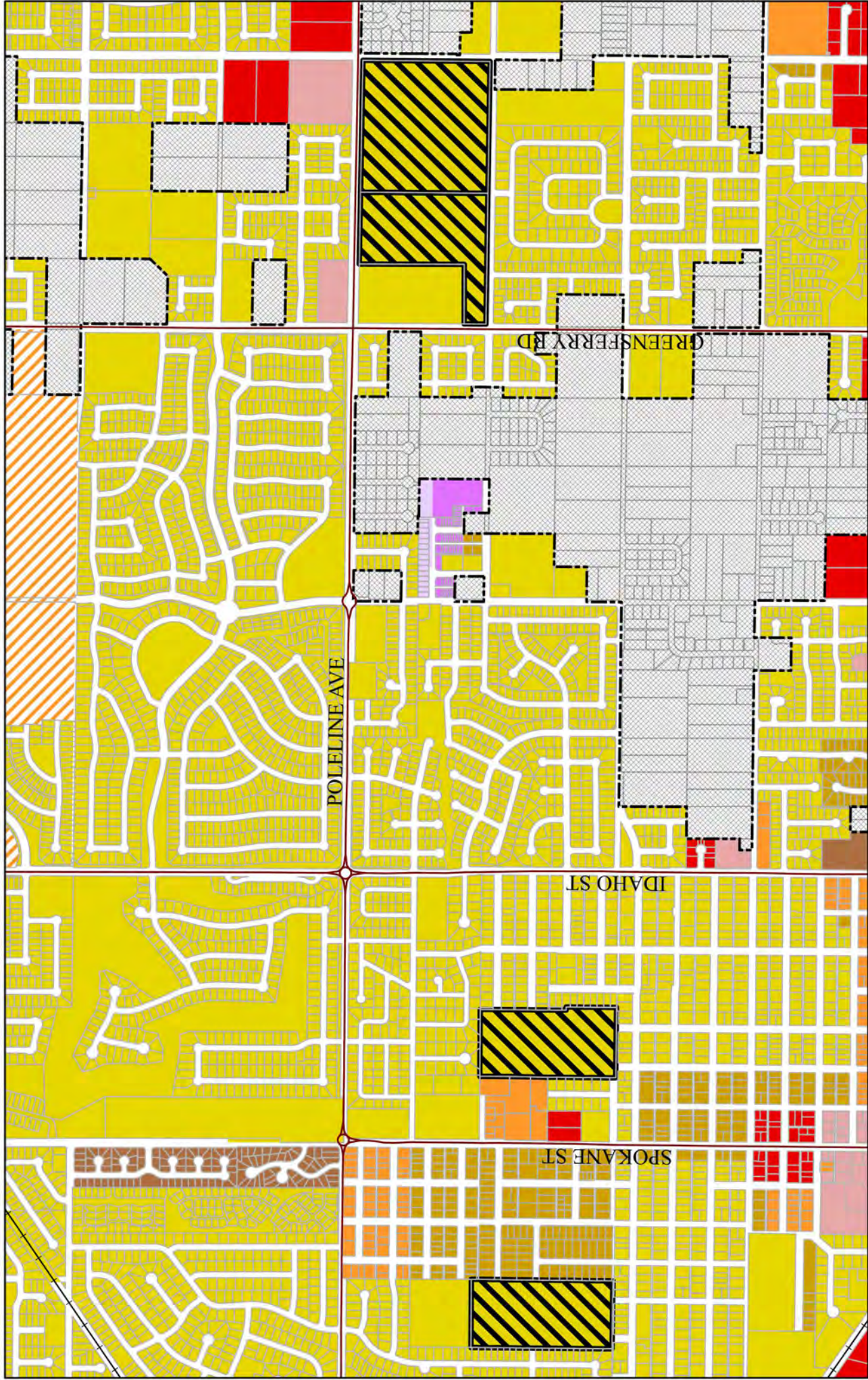
ATTACHMENTS:

Staff Exhibits:

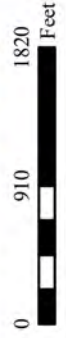
Exhibit S-1	Zoning Map
Exhibit S-2	Future Land Use Map

Testimony:

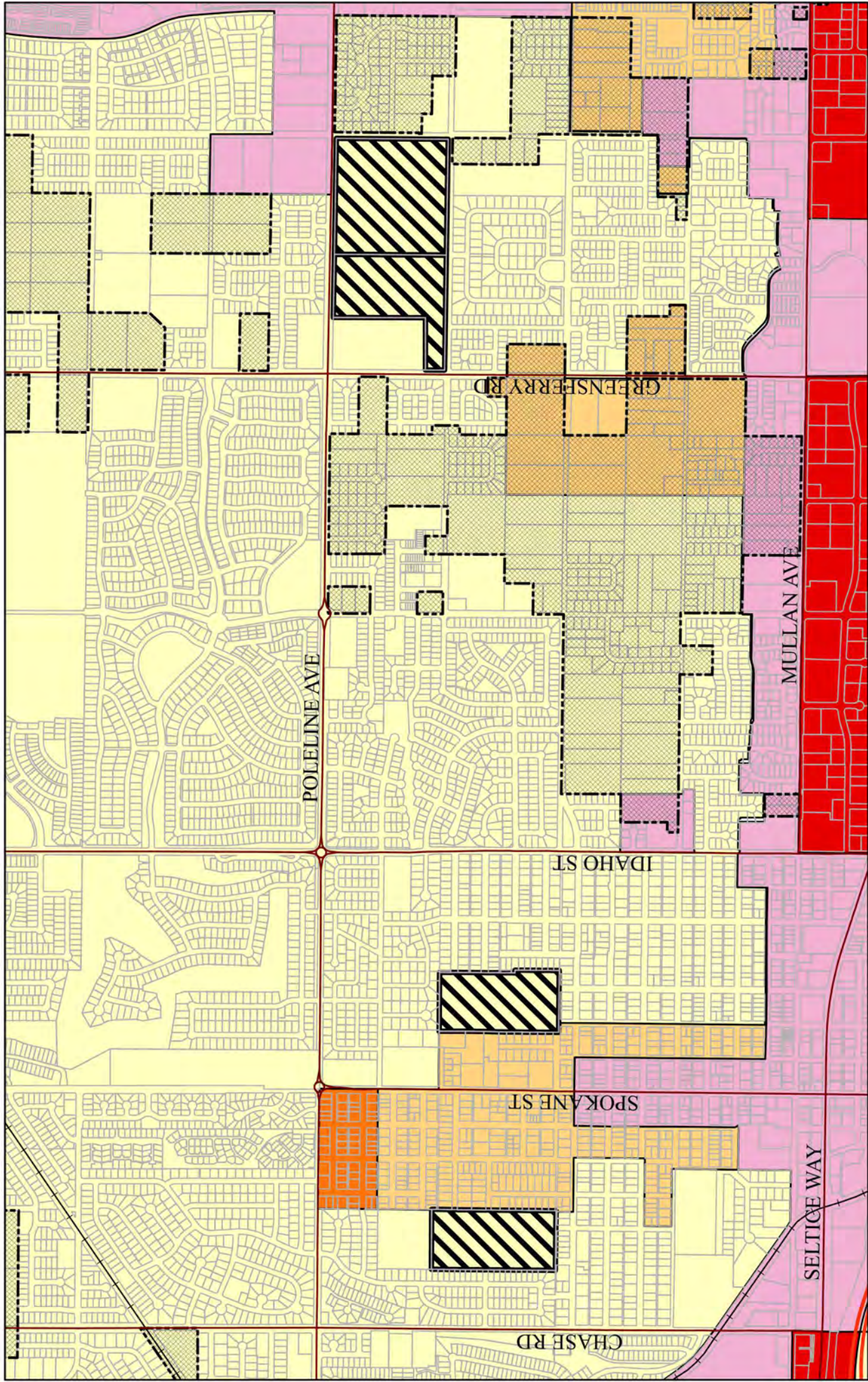
Exhibit PA-1	PFPD Comments
Exhibit PA-2	KCFR Comments
Exhibit PA-3	DEQ Comments



- R-3
- RMHP
- SC3
- SC4
- LC
- RM
- R-1
- R-2
- Infill areas Outside the City
- School District land Rezoned to PR
- CCS



Zoning Map
 School District Zone Change
 File # ZC-22-4



Future Land Use Designation
 School District Zone Change
 File # ZC-22-4



- Infill areas Outside the City
- School District land to be Rezoned to Public Reserve
- Future LandUse Zoning
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Business/Commercial
- Commercial



1717 E Polston Ave. ♦ Post Falls, ID 83854 ♦ Phone (208) 773-3517 ♦ Fax (208) 773-3200

May 6th, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

Re: School District Zone Change File No. ZC-22-4

The Police Department has reviewed the above listed zone change and will remain Neutral on this request. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Lieutenant
Post Falls Police Department

Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

May 10, 2022

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

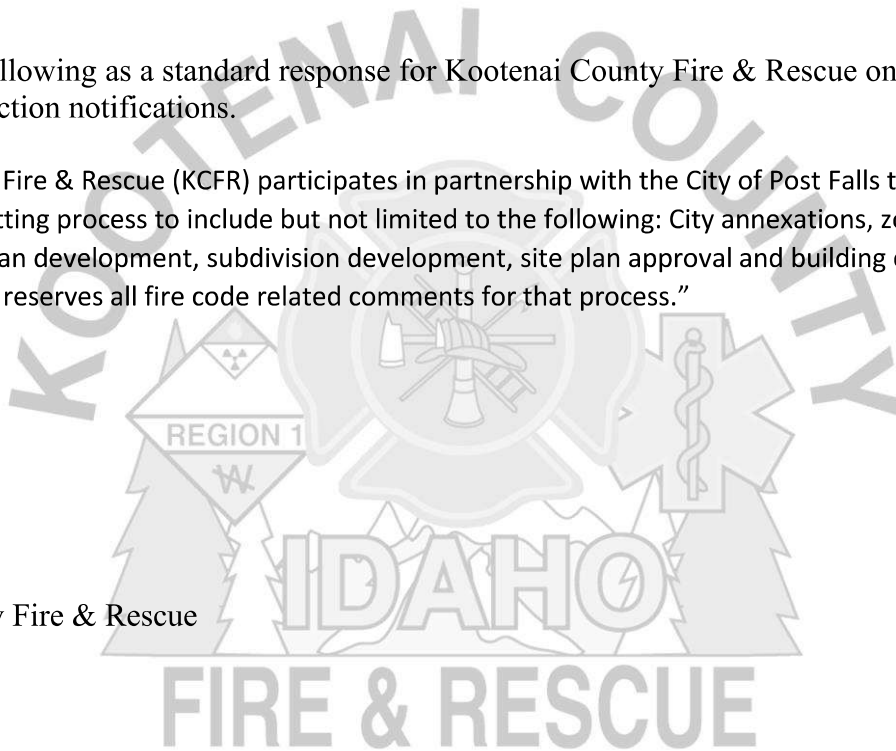
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

“Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process.”

Respectfully,

Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief
Fire Marshal





DEQ Response to Request for Environmental Comment

Date: May 10, 2022
Agency Requesting Comments: City of Post Falls
Date Request Received: May 6, 2022
Applicant/Description: ZC-22-4

Thank you for the opportunity to respond to your request for comment. While the Idaho Department of Environmental Quality (DEQ) does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <https://www.deq.idaho.gov/assistance-resources/environmental-guide-for-local-govts/>

DEQ has not completed a thorough review of the documents provided, therefore, the following general comments should be applied as appropriate to the specific project:

1. Air Quality

- **Fugitive Dust** - All reasonable precautions shall be taken to prevent particulate matter (dust) from becoming airborne, as required in IDAPA 58.01.01.651.
- **Land Clearing** - If open burning of land clearing debris is incorporated into the land clearing phase, smoke management practices to protect air quality as described in IDAPA 20.02.01.071.03 and IDAPA 58.01.01.614 must be implemented by the applicant. Local fire protection permits may also be required.
- **Open Burning** - Open burning of demolition or construction debris is not an allowable form of open burning as defined by IDAPA 58.01.01.600. Demolition and construction debris must be treated in accordance with solid waste regulations.
- For questions, contact Shawn Sweetapple, Air Quality Manager, at (208) 769-1422.
- **Air Quality Permits** - IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.

For permitting questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. Wastewater

- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- If connecting to an existing wastewater utility, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the sewer provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

For questions, contact Matt Plaisted, DEQ Water Quality Engineering Manager, at (208)769-1422.

3. Drinking Water

- DEQ recommends using an existing drinking water system whenever possible or construction of a new drinking water system. Please contact DEQ to discuss this project and to explore options to best serve the future residents of this development and provide for protection of ground water resources.
- If connecting to an existing public or non-public drinking water system, DEQ recommends verifying that there is adequate capacity to serve this project prior to approval. Please contact the water provider for a will-serve letter stating the provider's capacity to serve the project, willingness to serve this project, and a declining balance of available connections.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval. All projects for construction or modification of public drinking water systems require preconstruction approval.

- If any private wells will be included in the proposed project, DEQ recommends at a minimum testing the private well for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.

For questions, contact Katy Baker-Casile, DEQ Water Quality Engineering Manager, at (208) 769-1422.

4. Surface Water

- **Water Quality Standards.** Site activities adjacent to waters of the United States (US) must comply with Idaho's Water Quality Standards (WQS) (IDAPA 58.01.02). The WQS provide limits to pollutants to assure water quality for the protection and propagation of fish, shellfish, and wildlife and recreation in and on the water. The federal Clean Water Act (CWA) requires states to list current conditions of all state waters (required by §305(b)), including publicly-owned lakes (required by §314), and to list waters that are impaired by one or more pollutants (required by §303(d)).
 - WQS: <http://www.deq.idaho.gov/water-quality/surface-water/standards/>
 - Current conditions of state waters (with interactive map): <http://www.deq.idaho.gov/water-quality/surface-water/monitoring-assessment/integrated-report/>
- **Point Source Discharges.** Site activities that discharge pollutants into waters of the US in Idaho may require Idaho Pollution Discharge Elimination System (IPDES) coverage (IDAPA 58.01.25) or the Environmental Protection Agency (EPA) National Pollution Discharge Elimination Program (NPDES) coverage.
 - <http://www.deq.idaho.gov/permitting/water-quality-permitting/ipdes/>
- **Construction activities.** Construction activities should implement Best Management Practices (BMPs) to control, prevent, or minimize pollution. Construction activities disturbing areas greater than one acre of land that may discharge stormwater directly or indirectly into waters of the US require development and implementation of a Stormwater Pollution Prevention Plan (SWPP) under a Construction General Permit with EPA NPDES.
 - <http://www.deq.idaho.gov/water-quality/wastewater/stormwater/>
- **Stream channel/lakeshore alteration and dredge and fill activities.** Site activities that disturb ground below the ordinary high water mark (OHWM) within streams/lakeshores must have a permit under IDAPA 37.03.07 (administered by Dept. of Lands) and IDAPA 58.13 (administered by Dept. of Water Resources). Activities that discharge fill material below the OHWM must have a permit under Section 404 of the CWA (administered by US Army Corps of Engineers). All activities must also comply with Idaho Water Quality Standards.
 - Idaho Department of Water Resources permits: <https://idwr.idaho.gov/streams/>
 - Idaho Department of Lands permits: <https://www.idl.idaho.gov/lakes-rivers/lake-protection/index.html>
 - US Army Corp of Engineers permits: <https://www.nww.usace.army.mil/Business-With-U/Regulatory-Division/>

For questions, contact Robert Steed, Surface Water Manager at (208) 769-1422.

5. Solid/Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- **Solid Waste.** The disposal of all solid waste must comply with Idaho's Solid Waste Management Rules (IDAPA58.01.06). No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that all activities comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."
- **Underground Storage Tanks.** DEQ requests that the installation of all underground storage tanks and piping along with any required testing and owner/operator training comply with Idaho's Rules Regulating Underground Storage Tank Systems (IDAPA 58.01.07)

6. Additional Notes

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. The Panhandle Health District regulates all ASTs over the Rathdrum Prairie aquifer. EPA regulates ASTs at all other areas. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 769-1422, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

For questions, contact Gary Stevens, Waste & Remediation Manager, at (208) 769-1422.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208)769-1422.

Dan McCracken, Regional Administrator, Coeur d'Alene

Carey – Staff report said it conformed to Title 17 and 18.

Kimball – As long as it is zoned.

Herrington – This is where you are considering it R1.

Kimball – Assuming it is R1.

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

Kimball – The impact fees will be paid at time of permit, and they are paying to widen McGuire.

Schlotthauer – That is no small favor we are asking of them, and it is a lot of land being dedicated and a lot of expense. This also further justifies the lot sizes.

Motion to approve finding it meets approval criteria in the PPMC 17.12.060 as outlined in our deliberation subject to conditions 1-13 found in the staff report and direct staff to prepare a written Reasoned Decision. - Carey

2nd Kimball

Vote Steffensen – No; Carey – Yes; Kimball – Yes; Davis – Yes; Schlotthauer – Yes; Hampe - Yes

Moved

- D. **Zoning Recommendation** for School District Zone Change File No. ZC-22-4 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council for a zone change from Single-Family Residential (R1) to Public Reserve (PR) of approximately 3 school sites. The requested action is to rezone 3 school sites with the City of Post Falls from Single-Family Residential R1 zoning to the Public Reserve PR zoning district. A little commentary as to why staff is presenting this, it might have been 10 years ago that we got rid of the Public Reserve zone because it was mismatched. There were private developments that were Public Reserve and there was no consistency so we did away with it with the idea that someday we would bring it back. The other caveat on that is for the school sites with the current R1 zone that it was designated and required them to apply for a Special Use Permit for any type of changes. We already know their use, it's a school and this zone, Public Reserve PR, will allow them to function as a school for any future developments. Many of the Zone Change Criteria are not applicable however, we do need to see if it matches up with the Future Land Use Map, the traffic patterns goals and policies and existing development, land uses and community plan. These are already developed sites so; we are doing a cleanup.

Zoning Criteria:

- The Future Land Use sees this as low density residential which would be consistent with ad R1 but, when you look at Public Reserve zone you see it is consistent with all Future Land Use designations within the Comp Plan. The must be at least 20 acres and all of these sites are all 20 acres. Staff is in discussions with the School District about the smaller sites and how to deal with them and what's the best course of action. But in just dealing with these 4 parcels, 3 sites

you can see that in the low-density public facilities is highlighted as an option which schools would be considered.

The other ones really aren't applicable like commercial and high density. Looking at limited neighborhood commercial or the industrial so the other three criteria really aren't applicable. Agencies routed and the responses are repetitive from the other hearings.

Hampe – So, the schools are there, they're existing.

Manley – Yeah, they are existing.

Hampe – We are just putting them into an appropriate zone instead of an R1.

Manley – Yeah, and they were notified.

Schlotthauer – What would they have to do with their Special Use Permit if they want to put in an addition on currently.

Manley – Currently in addition they would have to come in for a Special Use Permit.

Hampe – Okay

Manley – It slows them down, they try to get a contractor in line, and get their budgets to get their, to meet their needs at the school. That 3–5-month lag could cost them, especially now with the supply chain issues could negatively affect a school and their desires to meet the next school year's needs.

Hampe – So would this be a recommendation as well?

Manley – Yes

Schlotthauer – So, we are basically saying we are trusting the schools to do the right thing and not have any input.

Manley – Yeah, more or less.

Kimball – Public Reserve zone is pretty limiting they just get to do their school stuff.

Hampe – Well, I'm on board.

Kimball – No multi-family there.

Testimony:

In Favor – None

Neutral – None

In Opposition - None

Comments

Zoning Criteria:

1. Consistent with Future Land Use Map.

Commission Agree it is

2. Consistent with the Goals and Policies Found in the Comprehensive Plan.

Commission Agree it is

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.

Kimball – They are existing uses, this is housekeeping.

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.

Not Applicable

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

Not Applicable

Motion to recommend approval to City Council finding requested zoning meets the approved criteria found in the PFMC as outlined in our deliberations and direct staff to prepare a Zoning Recommendation with the Public Reserve PR zoning - Hampe 2nd by Carey

Vote Hampe – Yes; Schlotthauer – Yes; Davis – Yes; Kimball – Yes; Carey – Yes; Steffensen - Yes

Moved

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

Davis – Stated he appreciates how they can discuss each item with the goal of what is best for the city as it continues to grow. They follow the rules and work hard to read through the packets and hopes the time that is put in is recognized.

7. ADJOURNMENT 8:55PM

Questions concerning items appearing on this Agenda should be addressed to the Community Development Department – Planning Division at 408 Spokane Street or call 208-773-8708.

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

Chair: Ryan Davis Vice Chair: Ray Kimball
Members: Vicky Jo Cary, Nancy Hampe, Ross Schlotthauer, James Steffensen, Kevin Ward

Date: 6-14-2022

Chair:  _____

Attest:  _____

**School District Zone Change
File No. ZC-22-4
Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: The City of Post Falls Planning Division

LOCATION: Generally located in the following areas: between Greensferry Rd and Cecil Rd., south of Poleline Ave. and between Post and Bill St. between 15th and 20th Ave. and between Pine St. and Stagecoach Dr. from 15th to 20th Ave.

REQUEST: Rezone approximately 3 school sites from Single-Family Residential (R1) to Public Reserve (PR).

B. RECORD CREATED:

1. S-1 Zoning Map
2. S-2 Future Land Use Map
3. PA-1 PFPD Comments
4. PA-2 KCFR Comments
5. PA-3 DEQ Comments
6. P&Z Staff Report
7. Testimony at the public hearing on May 25, 2022, including:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the May 25, 2022 public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to provide testimony and documentation to be taken by the 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 and testified that the requested action is for the Commission to review the request to rezone three school sites within in the City of Post Falls from Single Family Residential (R1) zoning to the Public Reserve (PR) zoning district.

Mr. Manley provided a little commentary as to why staff is presenting this, he stated that around 10 years ago that we got rid of a Public Reserve zone because it was mismatched. He explained that there were private developments that were Public Reserve and there was no consistency so we did away with it with the idea that someday we would bring it back when it was more applicable and more thought to it. He asserted that that day is today. He noted that the other caveat on this is for the school sites with the current R1 zone that it was designated that required them to apply for a Special Use Permit for any type of changes.

Mr. Manley testified that requiring those permits when we already know their use, it is a school, the Public Reserve PR, will allow them to function as a school for any future developments. He illustrated that many of the Zone Change Criteria are not applicable however, we do need to see if it matches up with the Future Land Use Map, the traffic patterns goals and policies and existing development, land uses and community plan. These are already developed sites and we are doing a cleanup.

Mr. Manley testified that in looking at the Future Land Use Map you see this as low density residential which would be consistent with the R-1 but, when you look at Public Reserve zone you see it is consistent with all Future Land Use designations within the Comp. Plan. He explained that to be a PR zone, there must be at least 20 acres and all of these sites are all at least 20 acres. He noted that staff is in discussions with the School District about the smaller sites and how to deal with them and what is the best course of action. He explained that in just dealing with these 4 parcels, 3 sites you can see that in the low-density public facilities is highlighted as an option which schools would be considered.

Mr. Manley testified that the other review criteria really are not applicable like commercial and high density. He noted that looking at limited neighborhood commercial or the industrial so the other three criteria really are not applicable. He explained that all agencies were routed and the responses are consistent with general responses.

Mr. Manley in response to a question from the Commission, testified that the schools are already there and existing, we are just putting them in a more appropriate zone instead of R-1. He asserted that they were notified. He explained that currently if they wanted to do an addition, they would have to come in for a Special Use Permit, it slows them down to meet their needs at the school.

Public Testimony:

The Commission opened the hearing for public testimony, none was received.

Deliberations: After the public hearing was complete the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria in City Code sections 18.16.010 and 18.20.100.

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

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

Based on the testimony provided and the staff report, the Future Land Use Map in the Comprehensive Plan designates this area as Low Density Residential. The Public Reserve (PR) Zone is established to accommodate existing and future public uses, such as, but not limited to, governmental, public utility, educational, recreational, cultural, water reuse, agricultural, environmental. It is anticipated that the uses allowed may be unique and may involve a combination of uses not permitted outright in any other zoning districts. The PR Zone does not allow privately-owned development. The Commission finds that the proposal is in accordance with the Future Land Use Map as the PR zone is appropriate for all future land use designations.

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 is consistent with the goals and policies contained in the comprehensive plan and that the proposal is consistent with the following relevant goals and policies:

Goals:

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

Preserving school sites with nearby single-family neighborhoods may assist creating live, work, play neighborhoods to provide community prosperity and fiscal health.

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

Preserving school sites with nearby single-family neighborhoods may assist to maintain and improve Post Falls' small-town scale, charm, and aesthetic beauty.

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

The proposal ensures their neighborhoods are kept safe, active, and aesthetically pleasing. The proposal is supports and encourages safe, active, attractive school sites.

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.

By allocating school sites to the PR zone, it falls in line with keeping the established types and quantities of land uses that support the community needs and foster 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 12: Maintain the City of Post Falls' long-term fiscal health.

Placing school sites in the PR zone serves to anchor the City of Post Falls' obligation to sustain its fiscal health as it provides rate-payers with efficient, effective services now and in the future. The proposal will save the staff time and expense by limiting the amount of permitting required for schools to effectively function.

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

Policies:

[P.01] Support land use patterns that:

- Maintain or enhance community levels of service;
The proposal maintains community levels of service.

- Foster the long-term fiscal health of the community;
Providing the schools with the proper zoning district as this proposal does furthers the establishment of having residential housing within walking distance of education and civic uses to create sustainable and independent living communities. The interaction between these uses increases their value and assists in contributing to the long-term fiscal health of the community.

- Maintain and enhance resident quality of life;
The proposal maintains 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.02] Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;
The Future Land Use Map in the Comprehensive Plan designates this area as Low-density Residential. The Commission finds that the Public Reserve zone is appropriate in all land use designations and therefore, the Commission finds that the PR zone is justified

- Compatibility with surrounding land uses;
Schools are compatible with the surrounding single family uses.

- Infrastructure and service plans;
School sites are already established.

- Existing and future traffic patterns;

School sites are already established are already factored with the anticipated land uses and trip generations within the City's Transportation Master Plan.

- Goals and policies of the comprehensive plan, related master plan and/or facility plans. The response to this is embedded within the analysis within this recommendation.

[P.08] Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City Limits.

School sites are already established, but additional school use expansions would be allowed with the Public Reserve zoning designation.

- 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:

School sites are already established and factored in with the anticipated land uses and trip generations within the City's Transportation Master Plan.

Water and Sanitary Sewer:

School sites are already established are already factored service providers master planning.

Compatibility with Existing Development and Future Uses:

Schools are compatible with the surrounding single-family uses.

Future Land Use Designation:

As stated above the PR zone is compatible with all land use designations.

Community Plans:

Schools' area established uses in the community.

Geographic/Natural Features:

The Commission finds the site contains no geographic or other natural features that would affect development of the site.

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

The Commission finds this criterion inapplicable to the proposal.

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

The Commission finds this criterion inapplicable to the proposal.

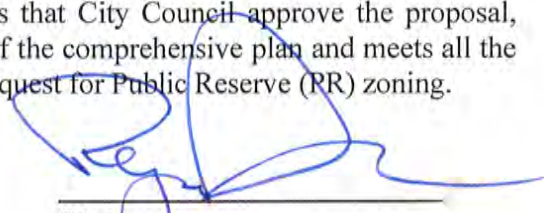
C6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

The Commission finds this criterion inapplicable to the proposal.

D. RECOMMENDATION OF THE COMMISSION:

School District Zone Change, File No. ZC-22-4: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence, testimony, and comments. A motion to recommend approval of the requested zoning was made, the motion was carried unanimously and enthusiastically by the Commission. The Planning and Zoning Commission hereby unequivocally recommends that City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets all the applicable approval criteria for the applicant's request for Public Reserve (PR) zoning.

10/14/2022
Date


Chairman


Attest

NOTICE OF RIGHTS:

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

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

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

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

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 6/7/2022

DATE: 5/31/2022 3:32 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Field Herrington, Deputy City Attorney
SUBJECT: Land Use Hearing Procedures

ITEM AND RECOMMENDED ACTION:

The Land Use Hearing Procedures contains the process for conducting public hearing for land use matter. It governs notice, conduct, and rules for different types of public hearings. Recent changes in case law have necessitated an update to our hearing procedures Staff recommends adoption of the hearing procedures resolution.

DISCUSSION:

The most substantial change is to Content of Testimony and Conduct of the Witness. The changes are to insure that our policy furthers the purpose of conducting orderly, efficient, and productive meetings by limiting viewpoint-neutral exclusion of speakers who disrupt the nonpublic forum and hinder its effectiveness for its intended purpose.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The resolution is similar in form and substance to the last update to the procedures which was on September 21, 2021

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

RESOLUTION NO. 22-[Category]

LAND USE PUBLIC HEARING PROCEDURES

WHEREAS, Idaho Code §67-6534 requires that cities maintain a regular set of procedures for conduct of public hearings held by the City of Post Falls Planning and Zoning Commission and City Council in matters governed by the Local Land Use Planning Act; and

WHEREAS, from time to time it is beneficial to review and revise those hearing procedures to better facilitate input from the public and to promote a thorough and expeditious hearing; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Post Falls that all prior land use public hearing procedures are hereby repealed.

BE IT FURTHER RESOLVED that Exhibit A entitled “City of Post Falls Public Hearing Procedures”, attached hereto is hereby incorporated into this Resolution, as if set forth fully, and made a part hereof, is hereby adopted to be applied in matters concerning land use related public hearings.

This Resolution, passed by a majority of the Post Falls City Council, shall be in full force and effect from and after its passage and approval according to law until superseded by a resolution addressing the same subject matter.

PASSED by the City Council on the ____ day of June, 2022, and

APPROVED by the City Council on this _____ day of June 2022.

CITY OF POST FALLS

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

Upon a motion made by a council member, seconded by a council member, the following vote was recorded:

AYES:

NAYES:

ABSENT:

Exhibit A (Resolution 22-___) City of Post Fall Public Hearing Procedures

Public Notice.

- a. Notice Requirements. Notice of public hearings will be given as required by the Local Land Use Planning Act (Title 67, Chapter 65, Idaho Code) and by the City's adopted zoning and subdivision codes (Titles 17, 18, and 18A, Post Falls Municipal Code).
- b. Timing of Notice. Notice of upcoming public hearings should not be sent until the application and staff report are completed. The complete application and staff report should be posted to the City's website at the time notice is sent to provide interested parties access to relevant information about the hearing and to enable informed public testimony.

Conduct of the Hearing.

- a. Written Testimony and How to Submit. Any person may submit written testimony for consideration by the hearing body. Written testimony that is properly received by the city is entered into the record for the hearing and will be considered by the hearing body. Written testimony must be submitted in one of the following ways. Written testimony that is not submitted in one of these manners will not be included in the record for consideration:
 1. Via E-mail to phnotice@postfallsidaho.org,
 2. Via mail or hand delivery to City of Post Falls Planning Division, 408 N. Spokane Street, Post Falls, Idaho 83854, or
 3. Via the provided web form on the City's website:
<https://www.postfallsidaho.org/your-government/public-hearings/>
- b. Substance of Written Testimony. Written testimony should only address the relevant approval criteria for the type of hearing that is being conducted and must contain the name and address of the person submitting the testimony.
- c. Deadline for Submission of Written Testimony. Written testimony must be received no later than the close of business four (4) business days prior to the date of the public hearing to allow time for the written testimony to be distributed to members of the Planning Commission or City Council and to allow other interested parties time to prepare a response to the submitted written testimony. *For example: if the public hearing is scheduled for a Tuesday, written testimony must be received by the close of business on the prior Wednesday.*
- d. Clerical mistakes, oversight, and omissions. Following the deadline for submission of written testimony, interested parties should review the entire submitted record. If there are

any clerical mistakes, oversights, misstatements, or omissions in the record, such errors therein may be corrected upon timely notice to the Clerk of the Planning Commission or City Clerk. Any notice of clerical mistakes, oversights, misstatements, or omissions must be received no later than the close of business two (2) business days prior to the date of the public hearing.

- e. Exclusion of Written Testimony. Written testimony that is received after the submission deadline will be excluded from the record of the public hearing and will not be considered. The Planning Commission or City Council may, however, admit untimely written testimony into the record for consideration upon a finding of good cause for the delay in submitting the written testimony and a finding that admission of the written testimony will not prejudice another party to the hearing. The Planning Commission or City Council may allow prejudiced parties additional time to rebut the contents of any untimely written testimony accepted into the record or hold the record open for the receipt of rebuttal information from the prejudiced party. Written testimony that does not address the relevant approval criteria will not be considered.
- f. Brief Written Testimony. Brief written testimony may be submitted at the hearing on the space provided on the sign in sheet in lieu of providing oral testimony. Brief written testimony should only address the relevant approval criteria for the type of hearing that is being conducted and must contain the name and address of the person submitting the brief written testimony. The brief written testimony must be less than 200 words as it will be read into the record by the chair.
- g. Sign In Sheet. Each person, other than staff members or City consultants, must have signed their name and provided their contact address on a sign-up sheet provided by the City. Each person must indicate whether they are in support, neutral, or opposed to the proposal. Each person must also indicate whether they wish to provide oral testimony or brief written testimony on the provided form. Brief written testimony must be composed in the space provided on the provided form and will be read into the record by the chair.
- h. Content of Testimony and Conduct of the Witness. Each witness should provide their name and address (or city of residence) for the record and be recognized by the Planning Commission Chairperson or the Mayor prior to speaking. The witness should direct their testimony to the Planning Commission or City Council and not members of the audience. Because each hearing must be recorded, each witness must speak into the provided microphone. Testimony must directly address the relevant approval criteria for the type of hearing that is being conducted. Repetitious testimony should be avoided. Profane, disrespectful, derogatory, or discriminatory testimony is prohibited. The Planning Commission Chairperson or Mayor will warn the witness to stop speaking disrespectfully or concerning matters that are not relevant to the hearing. Critical comments are allowed so long as they are not done in a disruptive manner. If witness testimony continues to address matters that are unrelated to the purpose of the hearing or reaches a level where it is disruptive, hostile, and/or aggressive to a point where the disruptive conduct hinders

the ability of the sitting body to conduct an orderly, efficient, and productive meeting, the Planning Commission Chairperson or Mayor may declare that such testimony does not comply with these standards and deem it out of order and the witness may be required to stop testifying.

- i. Spokespersons. A spokesperson for a group of at least four (4) people will be allowed fifteen (15) minutes to testify on behalf of the group. To be recognized as a spokesperson, the spokesperson must contact the Clerk of the Planning Commission or City Clerk at least six (6) calendar days prior to the hearing and provide the names of all members of the group that they are representing. Each member of the group must be physically present at the hearing but will not be permitted to testify in addition to the testimony provided by the spokesperson.
- j. Decorum During the Hearing. Public hearings are serious events where important rights are discussed and evaluated, which can lead to high emotions. To protect the integrity of the process and the safety and comfort of all participants, cheering, booing, applause, speaking from the audience, heckling, carrying or waving signs, or other conduct attempting to distract, interrupt, or disrupt the hearing is prohibited. The Mayor or Chairperson of the Planning Commission is authorized to enforce these requirements and may require disruptive attendees to be removed from the hearing room.
- k. Procedural Rulings by the Mayor or Chairperson. The Mayor and the Planning Commission Chairperson are authorized to revise the default time frames contained in these rules of procedure, the order of proceedings, and make other procedural rulings provided that the due process right of all parties are protected. In the event of disagreement by City Council or Planning Commission members with procedural rulings by the Mayor or Chairperson, the Council or Commission may suspend or amend any one or more of these rules by majority vote of members in attendance provided that due process rights are preserved.
- l. Exhibits and Maintenance of Records of the Hearing. All exhibits, photographs, diagrams, maps, evidence, and other material presented during the public hearing must be marked or otherwise identified and entered into the record by the clerk of the hearing body. Original exhibits may be released to the presenting party if requested in writing provided the City, in its sole determination, finds that accurate reproductions, photocopies, or other reproductions of the original can be retained to ensure the future availability of a complete and accurate record of the hearing. The City Clerk is charged with maintaining a verbatim transcribable record of all hearing proceedings and original, or accurate duplicates, of all exhibits, written submittals, staff reports and applications in conformance with I.C.50-907. Additionally, the City Clerk is charged with ensuring that accurate minutes of the hearing is maintained as required by Idaho Code.

- m. Continuation in the Event of Long Hearings. The Planning Commission and City Council will not begin a new public hearing after 10:00 p.m. In this case, any scheduled hearings that have not been heard will be continued until the next scheduled public hearing when the hearing will be placed as the first hearing agenda item.

Additional Rules for Quasi-Judicial and Annexation Hearings.

- a. Time Limits and Order of Testimony. Testimony at quasi-judicial and annexation public hearings will be taken in the following order and each speaker will be allowed the following time to testify.
 - 1. Staff Presentation of the Staff Report – No Time Limit.
 - 2. Applicant’s Presentation – 15 Minutes total.
 - 3. Other Testimony in Support of the Proposal – 4 Minutes.
 - 4. Neutral Testimony – 4 Minutes.
 - 5. Testimony in Opposition to the Proposal – 4 Minutes.
 - 6. Rebuttal Testimony¹ by the Applicant – 8 Minutes.
- b. Grant of Additional Time. The Planning Commission Chairperson or the Mayor may allow witnesses additional time to testify if the allowance of additional time does not prejudice another party.
- c. Closure of Public Hearing. At the conclusion of public testimony, the Planning Commission Chairperson or Mayor will close the public hearing and deliberations by the hearing body will begin. Procedural and other questions seeking clarification may be directed to city staff during this period provided that the answer does not introduce new evidence into the record. If new evidence is introduced, the hearing must be reopened to allow the opportunity to rebut the new evidence. Any procedural rules requiring a motion prior to discussion are suspended for purposes of such deliberation.
- d. Decision by the City Council or Planning Commission. At the conclusion of any deliberation a member of the hearing body should make a motion to approve, conditionally approve, or deny the matter and direct staff to prepare the final written Reasoned Decision

¹ Rebuttal testimony is limited to rebutting testimony presented in opposition to the proposal. No new evidence in support of the proposal may be offered. If there is a significant amount of opposition testimony, additional time should be granted for rebuttal. If there is no testimony in opposition, there is no need for rebuttal.

or Recommendation. The motion should include sufficient detail concerning the basis for the decision to enable staff to prepare the reasoned decision or recommendation. The hearing body may also elect to table the matter until a future date provided that the due process rights of all parties are protected. The vote of the hearing body will be made by motion and roll call vote.

- e. Preparation of Reasoned Decision or Recommendation. Following the hearing, City staff will memorialize the hearing body's decision in a written reasoned decision or recommendation that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan (for zoning hearings), relevant ordinances and statutory provisions, and factual information contained in the record and a description of what actions, if any, the applicant can take to obtain approval. A reasoned decision must also contain a notice that the application can request a regulatory takings analysis pursuant to I.C. 67-8003. The written reasoned decision or recommendation will be placed on a subsequent agenda for consideration by the Planning Commission or City Council. Until the final decision is rendered and adopted by the hearing body, the rules regarding *ex-parte* communications and site visits still apply. Upon adoption by the hearing body, the written reasoned decision or recommendation is considered the final decision of that body.
- f. Appeal of Planning Commission Decisions. Appeals of quasi-judicial decisions of the Planning Commission are scheduled as a de novo hearing before the City Council. Appeal hearings will be conducted in accordance with these rules.

Additional Rules for Legislative Hearings.

- a. Time Limits and Order of Testimony. Testimony at legislative hearings will generally be taken in the following order and each speaker will be allowed the following time to testify.
 - 1. Staff Presentation of the Staff Report – No Time Limit.
 - 2. Testimony in Support of the Proposal – 4 Minutes.
 - 3. Neutral Testimony – 4 Minutes.
 - 4. Testimony in Opposition to the Proposal – 4 Minutes.
- b. Grant of Additional Time. The Planning Commission Chairperson or the Mayor may allow witnesses additional time to testify.
- c. Closure of Public Hearing. At the conclusion of public testimony, the Planning

Commission Chairperson or Mayor will close the public hearing and deliberations by the hearing body will begin. Procedural and other questions seeking clarification may be directed to city staff during this period.

- d. Decision by the City Council or Planning Commission. At the conclusion of any deliberation a member of the hearing body should make a motion to approve, amend, or deny the matter and direct staff to prepare the appropriate resolution, ordinance, or other document to implement the final decision. The motion should include sufficient detail concerning any amendment to enable staff to prepare the documents needed to implement the decision. The hearing body may also elect to table the matter until a future date. The vote of the hearing body will be made by motion and a roll call vote.
- e. Preparation of Final Decision. Following the hearing, City staff will prepare the necessary documents to implement the decision and return them to the hearing body for final approval.

Additional Rules for Administrative Appeal Hearings

- a. Time Limits and Order of Testimony. Argument at administrative appeal hearings authorized by Post Falls Municipal Code 18.20.110(B) will be taken in the following order and each speaker will be allowed the following time to speak.
 - 1. Appellant's Argument – 20 Minutes.
 - 2. Staff Argument – 20 Minutes.
 - 3. Appellant's Rebuttal – 10 Minutes.
- b. Grant of Additional Time. The Planning Commission Chairperson or the Mayor may allow additional time for argument if the allowance of additional time does not prejudice another party.
- c. Closure of Appeal Hearing. At the conclusion of argument, the Planning Commission Chairperson or Mayor will close the hearing and deliberations by the hearing body will begin. Procedural and other questions seeking clarification may be directed to city staff during this period.
- d. Decision by the City Council or Planning Commission. At the conclusion of deliberation, a member of the hearing body should make a motion to approve or deny the appeal and direct staff to prepare the appropriate documents to implement the final decision. The motion should include sufficient detail to enable staff to prepare the documents needed to

implement the decision. The hearing body may also elect to table the matter until a future date. The vote of the hearing body will be made by motion and a roll call vote.

- f. Preparation of Written Decision. Following the hearing, City staff will prepare the necessary documents to implement the decision and return them to the hearing body for final approval.

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 6/7/2022

DATE: 5/11/2022 11:49 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: KCFR & KEMSS Comp Plan Amendment Resolution File No. CPA-0002-2021

ITEM AND RECOMMENDED ACTION:

With approval of the Resolution, City Council authorizes the Mayor to sign the Resolution for the KCFR & KCEMSS Comprehensive Plan Amendment.

DISCUSSION:

That the adopted 2020 Post Falls Comprehensive Plan be amended with the attached Exhibit S-1 which adds the following language to the Fire Protection / Emergency Services section in Chapter 5 – Public Services, Facilities & Utilities:

The City Council has adopted Development Impact Fees for KCFR and KCEMSS and entered into Intergovernmental Agreement and Joint Powers Agreements for the Collection and Expenditure of Development Impact Fees for Fire District and EMS Systems Improvements by and between the City and the Kootenai County Fire and Rescue District and Kootenai County Emergency Medical Services System pursuant to Idaho Code §§ 67-8204A and 67-2328 for the collection and expenditure of Fire District and EMS System Impact Fees for both residential and non-residential development.

The following Capital Improvement Plans are Incorporated by Reference to this Comprehensive Plan:

- Kootenai County Fire & Rescue Impact Fee Study and Capital Improvements Plan
- Kootenai County Emergency Medical Services System (KCEMSS) Impact Fee Study and Capital Improvement Plans

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

RESOLUTION NO. 22-[Category]
CPA-0002-2021

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF POST FALLS ADOPTING AN AMENDMENT TO THE 2020 POST FALLS COMPREHENSIVE PLAN TO ADD THE KOOTENAI COUNTY FIRE & RESCUE IMPACT FEE STUDY AND CAPITAL IMPROVEMENT PLAN; AND KOOTENAI COUNTY EMERGENCY MEDICAL SERVICES SYSTEM IMPACT FEE STUDY AND CAPITAL IMPROVEMENT PLAN.

WHEREAS, Idaho's Local Planning Act, Idaho Code Title 67, Chapter 65, requires Idaho cities to carry out planning duties necessary for the adoption and amendment of a Comprehensive Plan from time to time; and

WHEREAS, Kootenai County Fire & Rescue (KCFR) and Kootenai County Emergency Medical Services System (KCEMSS), cannot collect impact fees without an intergovernmental agreement with a municipality or county and in order for the City to collect development related impact fees to turn over to KCFR and KCEMSS the City must have the Capital Improvement Plans (CIP) adopted in the Comprehensive Plan; and

WHEREAS, On January 11, 2022, the Post Falls Planning and Zoning Commission held a public hearing, in compliance with provisions of the Local Planning Act, concerning the adoption of the Post Falls Comprehensive Plan Amendment and recommended that the Amendment be adopted by the City Council; and

WHEREAS, On February 15, 2022, the Post Falls City Council also held a public hearing to consider the Amendment and after consideration directed that city staff prepare a resolution to adopt the Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Post Falls, Idaho, as follows:

That the adopted 2020 Post Falls Comprehensive Plan be amended with the attached Exhibit S-1 which adds the following language to the Fire Protection / Emergency Services section in Chapter 5 – Public Services, Facilities & Utilities:

The City Council has adopted Development Impact Fees for KCFR and KCEMSS and entered into Intergovernmental Agreement and Joint Powers Agreements for the Collection and Expenditure of Development Impact Fees for Fire District and EMS Systems Improvements by and between the City and the Kootenai County Fire and Rescue District and Kootenai County Emergency Medical Services System pursuant to Idaho Code §§ 67-8204A and 67-2328 for the collection and expenditure of Fire District and EMS System Impact Fees for both residential and non-residential development.

The following Capital Improvement Plans are Incorporated by Reference to this Comprehensive Plan:

- **Kootenai County Fire & Rescue Impact Fee Study and Capital Improvements Plan**
- **Kootenai County Emergency Medical Services System (KCEMSS) Impact Fee Study and Capital Improvement Plans**

This Resolution, passed by a majority of the Post Falls City Council, shall be in full force and effect from and after its passage and approval according to law.

PASSED by the City Council on the ____ day of May, 2022, and

APPROVED by the City Council on this _____ day of May 2022.

CITY OF POST FALLS

Ronald Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

Upon a motion made by a council member, seconded by a council member, the following vote was recorded:

AYES:

NAYES:

ABSENT:

Public Services, Facilities & Utilities

5

Post Falls is served by a full range of public utility and service systems including telephone, fiber optic and cable telecommunications, electric power and natural gas. Services provided or contracted for by the City include police, library, solid waste, water and wastewater/water reclamation.

Projections for growth in Post Falls will require service providers to plan for and monitor corresponding investment and expansion of services. Robust growth – particularly at Highway 41 and Prairie Avenue – is anticipated over the next two decades, with as many as 3,300 new residents arriving per year.

Post Falls recognizes the value of land use and service policy in helping implement a broad scope of community goals and objectives. Growth presents numerous one-time opportunities, so it's critical to manage civic investment in ways that ensure the creation of cost-effective, durable and well-coordinated service infrastructure.

Services

The following summarizes key services available in Post Falls, introducing each category including providing agency, generalized capacity and facility plans, as available. A listing of goals most closely related to public services and facilities (from the plan's overall Goal & Policy Framework, Appendix B) completes the chapter. Action items related to Housing may also be included in Chapter 10, Implementation.

Police Protection

The City of Post Falls operates its own Police department, with an extensive array of services managed under patrol, communications, investigations and IT divisions. The Department's Capital Improvements Plan (CIP) and associated levels of service can be identified in the City's most recent Impact Fee report.

The Police Department also houses the City's code enforcement unit, also known as Community Services. This unit is primarily responsible for ensuring that City Code/Ordinance violations in the City are identified and quickly corrected. The Police Department also participates in local events and special outreach programs, such as Coffee with a Cop and Movie Night Out. Such participation is seen as important in promoting a safe community, serving as proactive crime deterrents through setting a good example, and fostering the respect of the community.

Despite the Post Falls' rapid growth in recent years, the city continues to enjoy relatively low crime rates. Criminal offenses in Post Falls are lower than national averages, along with excellent clearance rates of approximately 56 – 58% over the past few years.

Moving forward, continued coordination with the Police Department is paramount to ensure adequate services are available in areas that receive annexation and development requests. Coordination with the Police Department regarding future growth and new development in Post Falls will assist in the planning and design of new facilities, services, and contingencies or hazardous response plans. Utilizing the Police Department's expertise in matters of safety and planning for future neighborhoods and commercial centers will assist in continuing Post Falls being a safe place to live, work, and play.

Additional specifics on services and departmental capacity may be found on the department's website.

See: www.postfallspolice.com

Fire Protection / Emergency Services

Post Falls is served by Kootenai County Fire & Rescue (KCFR), an independent agency funded by district property taxes and governed by an elected board of commissioners. KCFR currently enjoys a Class 3 protection rating for most residential and commercial properties within City limits.¹ KCFR works with Kootenai County Emergency Medical Services System (KCEMSS) to provide EMS services and first response and ambulance transport. Fire District services also include technical rescue; code review and enforcement; public education; hazardous materials/disaster response; burn permits; fire prevention workshops and sprinkler plan reviews. Additionally, KCFR partners with the Post Falls Police Department for emergency response; fire and medical emergencies that include automated external defibrillator (AED) use or administration of Narcan²; response to active shooters; and provision of a police substation in a fire station.

See: www.kootenaifire.com



Figure 5.01 – In Post Falls, Fire and EMS services are provided by Kootenai County Fire & Rescue. (Image: Studio Cascade, Inc.)

The City Council has adopted Development Impact Fees for KCFR and KCEMSS and entered into Intergovernmental Agreement and Joint Powers Agreements for the Collection and Expenditure of Development Impact Fees for Fire District and EMS Systems Improvements by and between the City and the Kootenai County Fire and Rescue District and Kootenai County Emergency Medical Services System pursuant to Idaho Code §§ 67-8204A and 67-2328 for the collection and expenditure of Fire District and EMS System Impact Fees for both residential and non-residential development.

The following Capital Improvement Plans are Incorporated by Reference to this Comprehensive Plan:

- **Kootenai County Fire & Rescue Impact Fee Study and Capital Improvements Plan**
- **Kootenai County Emergency Medical Services System (KCEMSS) Impact Fee Study and Capital Improvement Plans**

Solid Waste / Waste Collection

The City of Post Falls contracts with private collection firms to provide solid waste and recycling collection. Solid waste disposal is managed by

¹ Idaho Service Rating Bureau ratings classes 1-10; 1 = most desirable. Insurers often base coverage programs on ISRB scoring. Ratings are based on many factors, including quality of the fire department, water supply and hydrant locations, communication systems, building codes and building inspection programs.

² Brand name for naloxone, an opioid overdose reversal drug.

Kootenai County, with non-recyclable materials directed to an active landfill adjoining Highway 95 approximately 16 miles south of Coeur d'Alene. The facility is operated on a portion of a County-owned 450-acre site, with an estimated life cycle for its permitted area through 2041-2042.

Ongoing growth will require careful attention to the logistical needs of solid waste haulers – such as transportation and site plan considerations – to maintain service efficiencies and manage waste in a purposeful, proactive fashion.

See: www.kcgov.us/departments/solidwaste

Water Services

High quality water from an abundant supply (the Rathdrum Prairie Aquifer) is a unique resource to north Idaho and Post Falls. This plan's policy framework recognizes this, and supports the preservation and protection of this high-quality water supply. The aquifer was designated as a “Sole-Source Aquifer” by the Environmental Protection Agency in 1978, and has been further protected by Kootenai County and the Panhandle Health District, which limits septic tank wastewater service to one residential equivalent per five acres. Additionally, the Sensitive Resource Aquifer designation in 1997 by the State of Idaho further protects the SVRPA with Idaho’s only “non-degradation” management standard. Detailed quantity, flow, and level analyses have been performed on both the Idaho and Washington side of the aquifer as part of the 2007 U.S. Geologic Surveys’ “Bi-State” Study and is available on the IDEQ website.

Level of Service Criteria

The 2011 Water System Master Plan lists level-of-service performance criteria as follows:

- + *A normal year-round operating pressure range of 50 to 90 psi;*
- + *Water supply with a minimum capacity equal to the peak day demand with the largest well out of service;*
- + *Storage capable of meeting the maximum fire demand plus peak-day equalization demand with one well out of service;*
- + *Additional emergency storage, as required, to assure the system can provide average day demands with the largest well and power grid out of service;*
- + *Capability of meeting a minimum fire flow in commercial areas of 3,000 gpm for four hours and a minimum residential fire flow of 1,000*

gpm for two hours, while maintaining a minimum of psi 20 year round throughout the system;

- ✦ *Fire flow demands exceeding these ranges or system capability at the time of building construction require that property owners provide on-site fire protection, including, but not limited to, building sprinklers and specialized construction.*

Service Providers

The City of Post Falls provides approximately 50% of all water services within its boundaries, with two other providers, East Greenacres Irrigation District (EGID), and Ross Point Water District (RPWD), serving a majority of the balance. Numerous small water systems also exist throughout the incorporated City Limits, each operated under jurisdiction of the Idaho Department of Environmental Quality (DEQ) and have little formal connection to the City of Post Falls.³ Five emergency inter-ties exist between the City and the RPWD and EGID systems, providing mutual support in the event of a water supply emergency.

City of Post Falls Water System

The Post Falls water system oversees more than 115 miles of water lines in the city, with water sourced from eight wells drawing from the Rathdrum Prairie Aquifer. These wells are capable of producing over 23 million gallons per day, with approximately 5.55 million gallons of storage capacity in-place for emergency use. The City's existing water rights total 19,596 gallons per minute (gpm) and are considered sufficient through 2030, based on anticipated growth within the City's Water System Master Plan. All water rights associated with parcels requesting annexation to the City should be transferred to the City as a condition of annexation. If the City has unused water rights capacity, that capacity should be placed in a water rights bank for potential revenue and protection of the claims.

Additional water rights may be required to meet projections, and may be procured through transfers and/or Reasonably Anticipated Future Needs (RAF_N) provisions of Idaho's 1996 Municipal Water Rights Act.⁴

For more on the City of Post Falls' water system, see the City's latest Water System Master Plan. A copy of the City's water service area map is included in this chapter as Figure 5.03.

³ *The 2011 Post Falls Water System Master Plan (WSMP) notes the Royal Highlands Water District, the North Kootenai Water District and the Pine Villa Water System; the plan's service area map is copied here as Figure 5.03. Service area callouts shown in Figure 5.01 are listed in the WSMP but not copied in this element.*

⁴ *Post Falls WSMP, 2011 Update, pg. ES-6. The plan suggests future acquisition of Pine Villa and Royal Highlands Water System(s).*

East Greenacres Irrigation District

The East Greenacres Irrigation District (EGID) generally covers areas north of the city center, serving approximately 9,800 customers accessing 3,600 domestic, municipal and industrial connections and approximately 1,000 irrigation connections. The EGID is authorized as an Irrigation District under Idaho's Title 43, serving domestic, municipal, industrial and irrigation needs. The district's financial resources derive from sale and assessments of metered and irrigation water. Domestic and irrigation hookup fees are placed in reserve for aging infrastructure replacement and upgrades. EGID's operations are overseen by a board of directors which select a manager/chief administrative officer and a clerk to carry out district affairs. Additional details on EGID capacities include:

- + *Number of wells – 14 (5,300 HP) at three well fields;*
- + *Capacity – 57 million gallons per day (MGD);*
- + *Storage facilities – One (1) 325,000 gallon;*
- + *Distribution facilities – Approximately 80 miles of pipe (50 miles of asbestos cement, 30 miles of PVC);*
- + *System conditions – Irrigation facilities were first established in 1921, utilizing surface water from Twin Lakes. Led by the US Bureau of Reclamation, pressurized system facilities were completed in 1976, allowing provision of domestic water. Asbestos-cement (A/C) piping was the material of choice at this time, and continues to perform well in local soil conditions. EGID saves hot tap coupons as mainline material samples, and indications show A/C material is in excellent condition;*
- + *Planned upgrades or replacements – Two (2) wells per year to be pulled and completely rehabilitated by 2015-2022; additional backup power; additional reservoir storage review; complete looping in critical areas.*

EGID's boundaries are under Federal control, which restrict the district's abilities to annex or release portions of their service area and effectively exempt it from City planning authority.⁵ Though EGID has filed a request with the United States Bureau of Reclamation (USBR) to amend its 1969 (14,000 acre foot) water claim from an irrigation to a municipal right, the district may see reductions in its capacity due to declining irrigation needs for farming.

Ross Point Water District

The Ross Point Water District, established in 1946 under State of Idaho Irrigation District statutes (Title 43), serves a sizable portion of the City's northeast quadrant, generally bounded by Syringa Road to the west, Hayden Avenue to the north, Huetter Road to the east and Mullan Avenue to the south. The district serves 3,200 meters, with an indeterminate

⁵ *East Greenacres Irrigation District; Plan Update Meeting Notes, Workshop #1, 2/12/17*

number associated with domestic, industrial and irrigation customers. The district's financial resources derive from sale of metered water and through hookup fees. Ross Point's operations are overseen by a three-member board of directors (three-year terms) and a manager/chief administrative officer. Additional details include:

- + *Number of wells – Five (5);*
- + *Capacity – 17,200 m³/s;*
- + *Storage facilities – One (1) 2,500 gallon;*
- + *System conditions – N/A;*
- + *Planned upgrades or replacements – New 12" lines facing east and west sides of Highway 41 from E Mullan Avenue to W Prairie Avenue, supporting expected development in the Prairie crossing area.*

Looking Forward

Through master planning efforts, the City should identify strategic investments in water infrastructure to aid or spur economic development goals. As an example, the City has identified opportunities in the Beck Road area to initiate construction of a trunkline which could provide water for future industrial development.

Currently, water system standards are generally shared between the City and RPWD, with EGID tracking a less coordinated approach. Ideally, all three water service providers will coordinate and address standardization of systems during future plan update cycles. Regardless, the City should develop and articulate a long-term position on addressing water service provision in context of anticipated growth and ongoing relationships with the EGID and RPWD.

See: www.postfallsidaho.org/departments/public-services/water

See: www.eastgreenacres.org

Wastewater

The City of Post Falls maintains a collection system to transport wastewater to its Water Reclamation Facility, including 31 lift stations (including two which service City Parks) and over 165 miles of pipeline.

The Water Reclamation Facility came on line in 1985 and has grown to a present capacity of approximately four million gallons per day. In 2014, the City was issued a new permit for the facility requiring state-of-the-art technology for phosphorus removal to levels among the lowest in the nation. Efforts to meet these requirements were initiated in anticipation of permit issuance and will continue through 2022.



Figure 5.02 – Avista Utilities and Kootenai Electric Cooperative provide electricity and natural gas to residents of Post Falls. (Image: Studio Cascade, Inc.)

Cleaned water is returned to the Spokane River, with waste solids – largely microbes which grow by processing the wastewater – sent to a composting facility for use as fertilizer.

Maintaining treatment capacity at the Water Reclamation Facility is critical to both existing and future users. The phosphorus limits within the 2014 discharge permit effectively require the City to develop an alternative use for treated water within the next decade. To this end, the City is also initiating efforts to produce “Class A” reclaimed water. The City should strive to identify and secure opportunities to put treated water to beneficial reuse within the community. Reclaimed water is a resource which can be utilized for economic development. Even if potable water is not scarce, there is a growing movement to secure “reused” resources to minimize the ecological footprint of business and organizations. The City should develop policies supporting the utilization of reclaimed water as a commodity and economic development driver.

Policies and regulations surrounding the treatment and reuse of wastewater are increasingly complex. The City should take an active role in contributing to the body of knowledge which informs these regulations, and in the processes which develop them. Where local knowledge is pertinent, the City should support research efforts which can help to inform water resource policy. Examples would include appropriate uses for reclaimed water and best practices for stormwater management.

The City is also working toward development of a 500-acre multi-use natural area called the Post Falls Community Forest, serving as a multi-use property for the City. The area, as envisioned, would provide an opportunity to reuse highly treated Class A reclaimed water via drip irrigation; serve as an educational forest, and provide outdoor recreational opportunities.

Electricity & Natural Gas

Avista Utilities (Avista) and Kootenai Electric Cooperative (KEC) provide electricity and natural gas to residents of Post Falls. There are a few areas where providers overlap, including the Highway 41 North corridor.

Areas south of the river are solely served by KEC, with overhead feeder and transmission lines across the river at Greensferry road and underwater lines at Heather Road, Ross Point Road, and Beck Road. KEC maintains a four-year work plan to manage priorities, and works with economic development agencies and city/county planning offices to coordinate improvements with development activity.

Avista supplies all natural gas services in Post Falls, and employs an extensive electric grid across the city. The company maintains a five-year capital projects plan, with regular updates performed in response to trends identified by the City and other agencies.

During development of this update, Avista indicated no capacity concerns where services already exist. The company is investing heavily in gas system upgrades at the Prairie Avenue/Highway 41 intersection, addressing new development forecast for that area.

See: www.avistautilities.com

See: www.kec.com

Coeur d'Alene Airport

Coeur d'Alene Airport ("COE" or the "Airport"), is located in, owned and operated by Kootenai County. The Airport is surrounded by, with airspace overlays including the cities of Post Falls, Hayden Lake, Coeur d'Alene, Hayden Lake, Dalton Gardens and Rathdrum, with an airspace overlay touching each of these cities excepting Coeur d'Alene. The 1,100-acre airport is located 2,320 feet above mean sea level, west of U.S. Highway 95 and north of Interstate 90. State Highways 53 and 41 also serve the surrounding area and are located west of the airport.

In the Idaho Airport System Plan (IASP), the Airport is categorized as a regional business airport supporting regional economic activities,

connecting to state and national economies, and serving all types of general aviation aircraft. The Airport also accommodates local business activities and various types of general aviation users.

As a regional business airport, COE has the largest economic impact of any general aviation airport in the state and the second highest economic impact behind only the Boise Airport. The Airport supports 1,058 jobs, translating to about \$40 million in total payroll and almost \$130 million in total output.⁶ These economic links can be traced to business operations, medical services, search and rescue, fire-fighting, law enforcement, recreation/tourism, and agriculture.

COE is an important part of the national transportation infrastructure and is included in the FAA National Plan of Integrated Airport Systems (NPIAS). As a NPIAS airport, the Airport receives federal funding via the FAA Airport Improvement Program and is subject to FAA design standards, regulations, rules, sponsor responsibilities, and policies. The Airport is also eligible for and receives Airport Improvement Program (AIP) grants from the FAA through ITD Aero.

General aviation operations (noncommercial or military) account for 77 percent of the operations at the Coeur d'Alene Airport. The take-offs and landings were estimated at 79,846 in 2007 and rose to an estimated 86,876 in 2017. Forecasts place the future operations growth at about 2.3 percent annually to a level of 136,900 operations in 2037.⁷

The Airport maintains a master plan to address current and future needs. The facility meets minimum Idaho Airport System Plan objectives for runway length, runway width, runway strength, visual aids, runway lighting, weather reporting capabilities, land-side facilities, and services.

Policy Considerations

The following topics are identified as key considerations relating to policy development near the Coeur d'Alene Airport:

Encroachment of Incompatible Development – One of the greatest threats to the viability of airports is the encroachment of incompatible land use. Recently, ITD Aero and the FAA have been working with Idaho's airports to strengthen airport land use compatibility policies and practices to reverse this trend.

Safety and Quality of Life – Proactive planning around airports ensures the safety of both aircraft operators and airport neighbors from potential accidents. It also protects the quality of life of airport

⁶ Idaho Transportation Department (ITD), 2010

⁷ Coeur d'Alene Airport Master Plan, 2017

neighbors by ensuring they are not adversely impacted by noise, dust or fumes often associated with airport operations.

Economic Benefit – COE provides a substantial economic benefit to Kootenai County and its citizens. Users such as corporations and life-flight operators use COA and contribute to the economy as a result of their use. The Airport needs to be protected so it may continue to provide user access and resulting economic benefits.

Airport Goals & Policies

The goals and policies referenced below (from Appendix B) are intended to guide Post Falls' land use and infrastructure choices as both the city and COE grow.

Goals: G.01, G.02, G.06

Policies: P.01, P.02, P.11, P.13, P.23, P.28, P.29, P.30, P.31, P.61, P.88, P.91

Library

Post Falls enjoys a central library at 821 N. Spokane Street, operated by the Community Library Network, a library district serving Kootenai and Shoshone Counties. The district is governed by an elected five-member Board of Trustees and serves Post Falls, State Line and surrounding areas as far as Coeur d'Alene to the east and Hayden and Rathdrum to the north.

See: www.communitylibrary.net/drupal7/content/post-falls

Educational Services

Post Falls enjoys a positive relationship with multiple providers offering quality, safe, and accessible school facilities for residents. In anticipation of growth, the City supports ongoing collaboration with all primary and secondary educational providers, maintaining levels of service and adapting to evolving regional demands.

The City supports continuing to provide educational opportunities from elementary through post-secondary education, as a measure to meet the demands of the evolving economic demands of the region.

Post Falls School District

Post Falls School District 273 provides a comprehensive public education for preschool, elementary, middle, and high school students in Post Falls. Although the boundaries of the school district extend beyond city limits, the location of all schools and district facilities are located in Post Falls.

School District 273 develops and maintains a Long Range Facilities Plan. The District's 2018 plan recommends several new facilities be built over

the next decade in order to provide space for the anticipated enrollment growth. These recommendations are based on student population growth of 1.5% annually. If the enrollment growth exceeds 1.5%, it will be necessary to accelerate the recommended timelines for construction. The plan calls for a new elementary school, a third middle school and a second traditional high school along with upgrades and remodels of several existing buildings. See Figure 5.04 for PFSD district boundaries.

See: www.pfsd.com

Higher Education

Post Falls residents are served by North Idaho College (NIC), a community college located in Coeur d'Alene. NIC hosts satellite campuses for the University of Idaho and Lewis & Clark College on its campus.

The University of Idaho Research Park, located in Post Falls at Riverbend Commerce Park, provides facilities for research and technology-based companies seeking a collaborative relationship with U of I faculty and students. The facility offers state-of-the-art laboratories, computer labs and classrooms for use by U of I, other Northwest colleges and universities, and the community. The park is located on 28 acres, and houses five technology and research organizations in addition to U of I programs.

See: www.nic.edu

See: www.uidaho.edu/cda/uirp

Educational Goals & Policies

The goals and policies referenced below (from Appendix B) are selected as specific and useful in guiding the location, accessibility, and function of school facilities, even as they continue to expand beyond existing City limits.⁸

Goals: G.01, G.02

Policies: P.02, P.03, P.10, P.23, P.25, P.26, P.27, P.37, P.38, P.56, P.64, P.87

Geographic Information Systems

A significant and ongoing achievement in the region is the creation of the Kootenai County Geographic Information System (GIS). These electronic files, keyed to geographic coordinates, provide detailed mapping and coordination of virtually any type of data, especially those types of systems used by municipal and service agencies. For this reason, GIS is seen as an extremely valuable tool for services planning.

Post Falls has and will continue its participation with area communities, Kootenai County, and service provider in the development of the local

⁸ Because other goals and policies may also relate, a full review of the policy framework is advised.

GIS database. The value of this system is expected to increase with time as new information is collected and made available to the public in both industry-standard (.shp, .shx, .dbf, and .dwg) and widely accessible (.pdf, .html) formats.

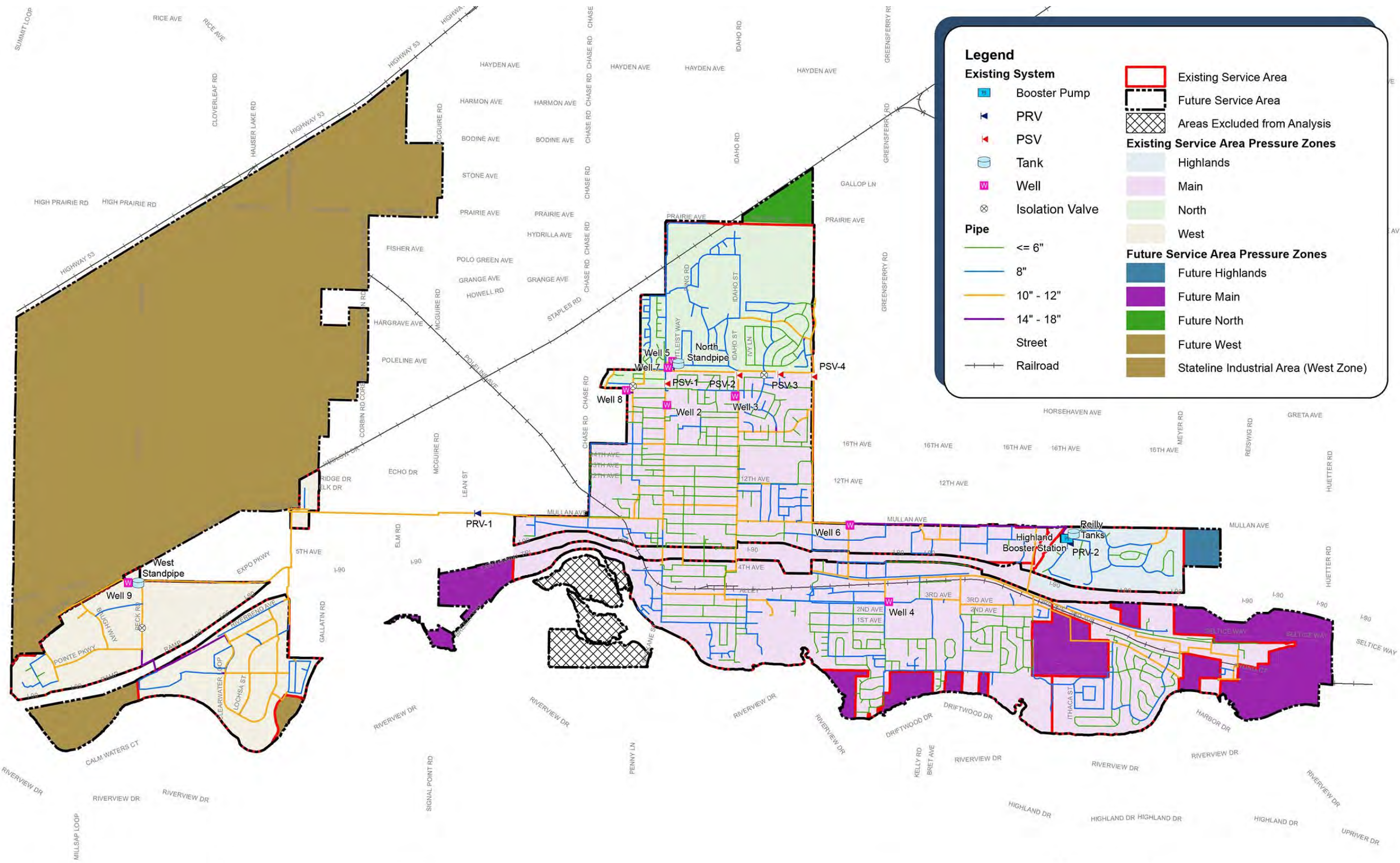
See: www.co.kootenai.id.us/departments/mapping

Future Needs

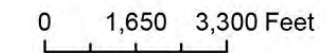
Post Falls' public services will need to be expanded to meet anticipated growth and maintain current levels of service. To accomplish this, the City is working towards coordinating population projections among all its departments and service providers, and creating and/or formalizing its level of service standards.

Some of these standards were established as part of the City's 2011 Development Fee Impact study, subsequently adapted as a fee schedule which collects funds supporting parks, streets and public safety services.⁹ Others, such as those adopted by the Kootenai Metropolitan Planning Organization, were developed with Post Falls' needs and objectives as secondary considerations to regional goals. Regardless, full and comprehensive coordination of services development – including all City-led or contracted services – is imperative if Post Falls hopes to properly anticipate, direct, fund and manage the many demands that come with growth.

⁹ "Capital Improvement Plans & Development Impact Fees" September 2011, City of Post Falls. Study developed per requirements of the Idaho Development Impact Fee Act.



**City of Post Falls
Water System Master Plan**



Service Areas

Figure 5.03 – Water services map

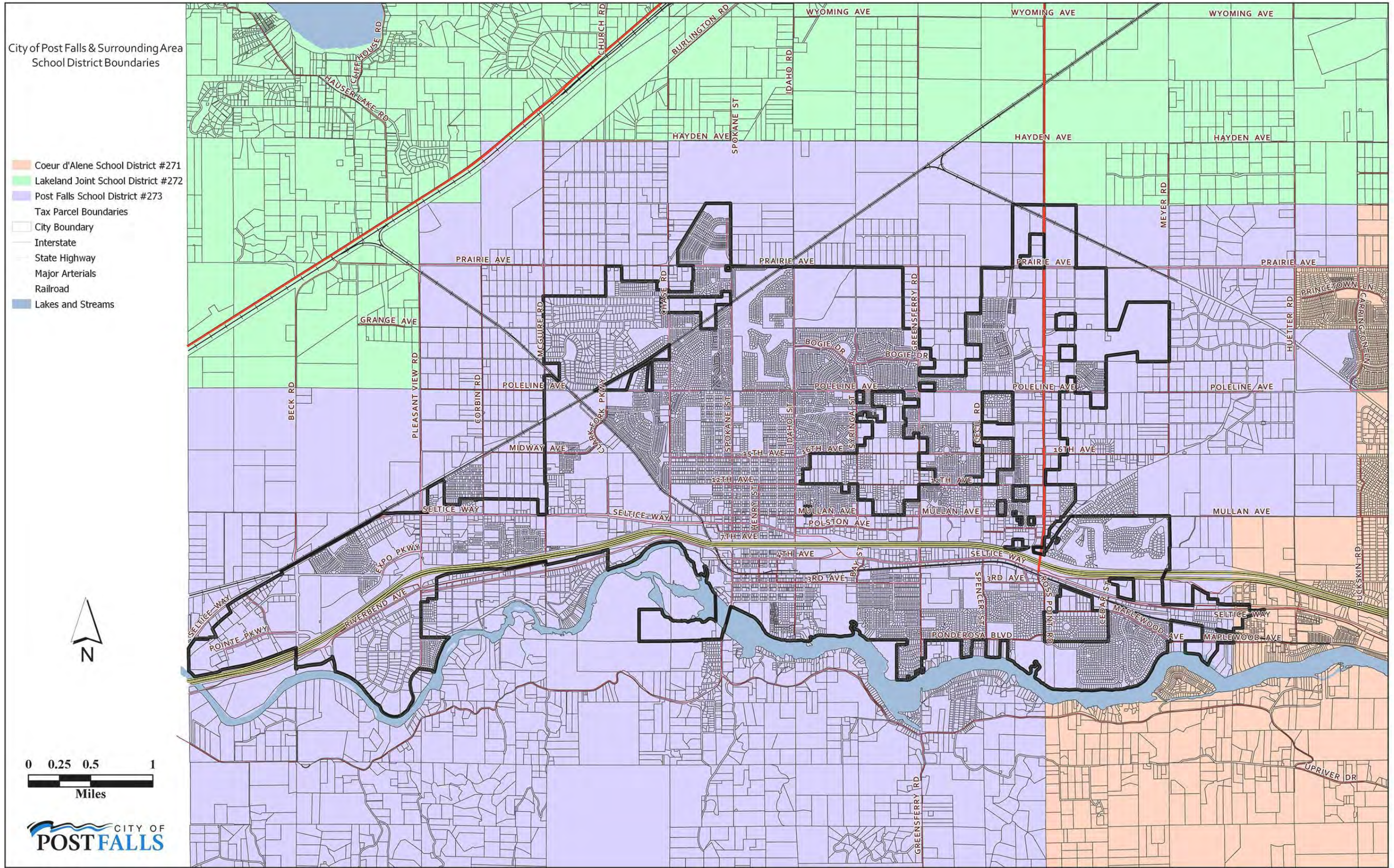


Figure 5.04 – School district map

■ Public Services Goals

Goals

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

Discussion: 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 accountability and efficiency. Some actions have clear and immediate effects on resources. Other actions may be more difficult to associate with fiscal impact, but over 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 implications and benefits of choices including land use, transportation investments, parks and recreational services, as well as other types of infrastructure – maintaining efficiency and accountability for the community it serves.

Maintain and improve Post Falls’ transportation network, on pace and in concert with need and plan objectives. [G.06]

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

Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City’s long-term sustainability. [G.07]

Discussion: Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, this plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.

Protect and maintain Post Falls’ natural resources including clean air, soils, river and aquifer, and minimizing light and noise pollution citywide. [G.08]

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

Maintain the City of Post Falls' long-term fiscal health. [G.12]

Discussion: Services that cities provide cannot be sustained without fiscal balance and accountability. This goal serves to anchor the City of Post Falls' obligation to sustain its fiscal health – achieved through the gathering of income in responsible, equitable ways, and through decisions, investments and actions that provide rate-payers with efficient, effective services now and in the future.

Maintain, update, coordinate and implement Post Falls' policy and regulatory documents. [G.13]

Discussion: Cities are more likely to succeed when leaders and citizens come together to address a shared vision and set of objectives. This goal serves to affirm Post Falls' commitment to community planning and implementation. This plan is configured to aid periodic updates, and encourages future planning work by City departments, creating topical, parks or sub-area planning. Good planning – and just as important, implementation – is key to maintaining Post Falls' essential qualities over time.



CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 6/7/2022

DATE: 6/1/2022 4:33 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Field Herrington, Deputy City Attorney
SUBJECT: KCFR & KCEMSS Impact Fee Ordinance

ITEM AND RECOMMENDED ACTION:

The proposed ordinance adds a new chapter to the municipal code providing for the collection of impact fees for Fire and Emergency Services. The proposed ordinance has an effective date of September 1, 2022.

DISCUSSION:

Kootenai County Fire & Rescue (“KCFR”) and the Kootenai County Emergency Medical Services System (“KCEMSS”) are taxing districts with boundaries that include all areas within the city limits of Post Falls. The tax revenues generated from new development often do not generate sufficient funds to provide the necessary improvements and expansion of existing Districts’ capital facilities to accommodate for that new growth. New growth imposes and will impose increasing and excessive demands upon the existing Districts’ capital facilities unless those demands are offset by other revenue sources. Idaho Development Impact Fee Act does not authorize the Districts to enact impact fee ordinances but does provide, in Idaho Code § 67-8204A, that in circumstances where the City and the Districts are both affected by growth that the parties may enter into an intergovernmental agreement for the purpose of agreeing to collect and expend impact fees for system improvements. Authorizing impact fees for the Districts provides a new funding mechanism for those system improvement costs incurred by the Districts to meet the demand created by growth occurring within the City, promotes and accommodates orderly growth, and protects the public health, safety and general welfare of City residents.

The Districts have planned for the improvement of District capital facilities in their Capital Improvements Plans, which have been adopted by the District and the City. The Capital Improvements Plans contain the Capital Improvements planned by the Districts during the term of the Capital Improvements Plans, and such element has been developed in conformance with the requirements Idaho Code. The Capital Improvements Plans set forth reasonable methodologies and analyses for determining the impacts of various types of new Development on the Districts’ capital facilities, and determines the cost of acquiring or constructing the improvements necessary to meet the demands for such facilities created by new Development.

The capital improvement plans were based on actual System Improvements Costs or reasonable estimates of such costs. In addition, the capital improvement plans use a fee calculation methodology that is net of credits for the Present Value of revenues that will be generated by new growth and Development based on historical funding patterns and that are anticipated to be available to pay for System Improvements, including taxes, assessments, user fees, and intergovernmental transfers. The fire and EMS impact fees established by this ordinance are based on the Capital Improvements Plan, and do not exceed System Improvements Costs to serve new Development that will pay the fire and EMS impact fees.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not been reviewed by council. However, Council has reviewed the Comp. Plan Amendment and Associated Capital Improvement Plans at a Public Hearing on February 15, 2022

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR A NEW CHAPTER TO THE POST FALLS MUNICIPAL CODE TO PROVIDE DEVELOPMENT IMPACT FEES FOR FIRE AND EMERGENCY SERVICES; PROVIDING AUTHORITY AND PURPOSE, PROVIDING FOR IMPOSITION OF SUCH FEES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR INDIVIDUAL ASSESSMENTS AND EXTRAORDINARY IMPACTS; PROVIDING FOR CREDITS AND REIMBURSEMENTS; PROVIDING FOR PAYMENTS; PROVIDING METHODOLOGY FOR CALCULATING IMPACT FEES; PROVIDING FOR REFUNDS AND ACCOUNTING; PROVIDING FOR APPEALS, PROTESTS, AND MEDIATION; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS Kootenai County Fire & Rescue (“KCFR”) and the Kootenai County Emergency Medical Services System (“KCEMSS”) are taxing districts (“the Districts”) organized and existing by virtue of Chapter 14 of Title 31, Idaho Code, and both Districts’ boundaries include all areas within the City limits of the City and areas surrounding the City; and

WHEREAS Kootenai County Fire & Rescue’s has the duty and responsibility to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal; and

WHEREAS the Kootenai County Emergency Medical Services System’s has the duty and responsibility is to provide for the protection and preservation of life; and

WHEREAS the City is experiencing considerable growth and development; and

WHEREAS the tax revenues generated from new development often do not generate sufficient funds to provide the necessary improvements and expansion of existing Districts’ capital facilities to accommodate for that new growth; and

WHEREAS new growth imposes and will impose increasing and excessive demands upon the existing Districts' capital facilities unless those demands are offset by other revenue sources; and

WHEREAS the purposes of the Idaho Development Impact Fee Act, Idaho Code § 67-8202, are as follows:

- Ensure that adequate public facilities are available to serve new growth and development; and
- Promote orderly growth by establishing uniform standards by which local governments, such as the City and the Districts, may require those who benefit from new growth pay impact fees for their proportionate share of the costs of new public facilities needed to serve that new growth; and
- Establish minimum standards for adoption of impact fee ordinances by cities; and
- Ensure that those who benefit from new growth are required to pay no more than their share of the cost of public facilities needed to serve that new growth and prevent duplicate and ad hoc development requirements; and
- To empower cities to adopt ordinances to impose impact fees; and

WHEREAS the Idaho Development Impact Fee Act does not authorize the Districts to enact impact fee ordinances but does provide, in Idaho Code § 67-8204A, that in circumstances where the City and the Districts are both affected by growth that the parties may enter into an intergovernmental agreement for the purpose of agreeing to collect and expend impact fees for system improvements; and

WHEREAS authorizing impact fees for the Districts provides a new funding mechanism for those system improvement costs incurred by the Districts to meet the demand created by growth occurring within the City, promotes and accommodates orderly growth, and protects the public health, safety and general welfare of City residents; and

WHEREAS The creation of an equitable impact fee system facilitated by the intergovernmental agreement with the Districts, will promote the purposes set forth in the Act, in that it would: (a) ensure that adequate District capital facilities are available to serve new growth; (b) promote orderly growth by establishing uniform standards by which the City may require that those who benefit from new growth pay a proportionate share of the cost of new District capital facilities needed to serve new growth; (c) establish minimum standards for the adoption of Fire and EMS District impact fees; (d) ensure that those who benefit from new growth are required to pay no more than their proportionate share of the cost of District capital facilities needed to serve new growth; and (e) prevent duplicate and ad hoc development requirements; and

WHEREAS the Districts have planned for the improvement of District capital facilities in their Capital Improvements Plans; and

WHEREAS the creation of an equitable impact fee system for the Districts will enable the Districts to accommodate new development and provide the Capital Improvement Elements of the Capital Improvement Plans; and

WHEREAS in order to implement an equitable impact fee system, Kootenai County Fire and Rescue adopted a Capital Improvement Plan by Resolution dated May 16, 2022. The City adopted the plan by resolution dated June 7, 2022; and

WHEREAS in order to implement an equitable impact fee system, the Kootenai County Emergency Services System adopted a Capital Improvement Plan by Resolution dated May, 26, 2022. The City adopted the plan by resolution dated June 7, 2022; and

WHEREAS each study was prepared by Galina Consulting, who was hired by the Districts to conduct the studies; and

WHEREAS the methodology used in the Capital Improvements Plans, as applied through this ordinance, complies with all applicable provisions of Idaho law, including those set forth in Idaho Code §§ 67-8204(1), (2), (16) and (23), 67-8207 and 67-8209. The incorporation of the Capital Improvements Plans by reference satisfies the requirement in Idaho Code § 67-8204(16) for a detailed description of the methodology by which the Fire and EMS impact fees were

calculated, and the requirement in Idaho Code § 67-8204(24) for a description of acceptable levels of service for Districts' System Improvements; and

WHEREAS to determine the Proportionate Share of System Improvements Costs, the Capital Improvements Plan considered: (a) the cost of the existing System Improvements; (b) the means by which the existing System Improvements have been financed; (c) the extent to which the new Development will contribute to System Improvements Costs through taxation, assessment, or Developer or landowner contributions, or has previously contributed to System Improvements Costs through Developer or landowner contributions; (d) the extent to which the new Development is required to contribute to System Improvements Costs in the future; (e) the extent to which the new Development should be credited for providing System Improvements, without charge to other properties within the Service Area or areas; (f) extraordinary costs, if any, incurred in serving the new Development; (g) the time and price differential inherent in a fair comparison of fees paid at different times; and (h) the availability of other sources of funding System Improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation and includes a plan for alternative sources of revenue; and

WHEREAS the Capital Improvements Plans contain the Capital Improvements planned by the Districts during the term of the Capital Improvements Plans, and such element has been developed in conformance with the requirements Chapter 82 of Title 67, Idaho Code; and

WHEREAS the Capital Improvements Plans set forth reasonable methodologies and analyses for determining the impacts of various types of new Development on the Districts' capital facilities, and determines the cost of acquiring or constructing the improvements necessary to meet the demands for such facilities created by new Development; and

WHEREAS, in accordance with Idaho Code, the capital improvement plans were based on actual System Improvements Costs or reasonable estimates of such costs. In addition, the capital improvement plans use a fee calculation methodology that is net of credits for the Present Value of revenues that will be generated by new growth and Development based on historical funding patterns and that are anticipated to be available to pay for System Improvements, including taxes, assessments, user fees, and intergovernmental transfers; and

WHEREAS the fire and EMS impact fees established by this ordinance are based on the Capital Improvements Plan, and do not exceed System Improvements Costs to serve new Development that will pay the fire and EMS impact fees; and

WHEREAS the Districts' capital facilities included in the calculation of fees in the Capital Improvements Plans will benefit all new residential Development throughout the City, and it is therefore appropriate to treat all areas of the City as a single Service Area for purposes of calculating, collecting, and spending the fire and EMS impact fees collected from Developers; and

WHEREAS there is both a rational nexus and a rough proportionality between Development impacts created by each type of Development covered by this ordinance, the Development impact fees assessment of such Development covered by this ordinance, and the Development impact fees that such Developer will be required to pay; and

WHEREAS this ordinance, in conformance with Idaho Code § 67-8210, creates a system by which Development impact fees paid by Developers will be used to finance, defray, or reimburse a portion of the costs incurred by the Districts to construct and/or purchase System Improvements in ways that benefit the Development for which each Development impact fee was paid within a reasonable period after the Development impact fee is paid; and

WHEREAS this ordinance creates a system under which Development impact fees shall not be used to correct existing deficiencies for any District capital facilities, or to replace or rehabilitate existing District capital facilities, or to pay for routine operation or maintenance of those facilities; and

WHEREAS this ordinance creates a system under which there shall be no double payment of Development impact fees, in accordance with Idaho Code § 67-8204(19); and

WHEREAS this ordinance is consistent with all applicable provisions of the Act concerning Development impact fee ordinances; and

WHEREAS the Mayor and City Council find that adopting an ordinance to authorize impact fees for the Districts is in the best interests of the citizens of the city of Post Falls.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the city of Post Falls as follows:

SECTION 1. That a new Chapter 19.10, entitled Fire and Emergency Medical Service Development Impact Fees is added to Title 19 of the Post Falls Municipal Code as follows:

CHAPTER 19.10

**FIRE AND EMERGENCY MEDICAL SERVICE
DEVELOPMENT IMPACT FEES**

19.10.010: AUTHORITY:

This Chapter is enacted pursuant to the *City's* general police powers under Article XII, Section 2 of the Idaho Constitution and the authority provided by the Idaho Development Impact Fee Act codified at Chapter 82 of Title 67, Idaho Code.

19.10.020: PURPOSE AND APPLICABILITY:

A. **Purpose.** This Chapter is adopted for the following purposes:

1. To be consistent with, and to help implement, the *Districts' Capital Improvement Plans*;
2. To ensure that new *Development* bears a *Proportionate Share* of the cost of *System Improvements*; to ensure that such *Proportionate Share* does not exceed the cost of such *System Improvements* required to accommodate new *Development*; and to ensure that funds collected from new *Development* are used for *System Improvements* in accordance with the *Act*;
3. To be consistent with those principles for allocating a fair share of the cost of *System Improvements* to new *Development*, and for adopting *Development* impact fee ordinances, established by the *Act*;
4. To ensure that any *Fire and/or EMS Impact Fees* collected are deposited in the *Districts'* impact fee account and are not commingled with other monies and are used solely for the purpose for which they are collected.

B. **Applicability.** This Chapter applies to all *Development* of property located within the boundaries of the *City*.

19.10.030: DEFINITIONS:

As used in this Chapter, the following words and terms have the meanings provided unless another meaning is plainly intended and words and terms appearing in the singular number includes the plural and the plural the singular:

ACT: The Idaho Development Impact Fee Act as set forth in Chapter 82 of Title 67, Idaho Code.

BOARD OF COMMISSIONERS: The Kootenai County Fire and Rescue Board of Commissioners or Kootenai County Emergency Medical Services Systems Board of Commissioners, which are their governing boards.

BUILDING PERMIT: The permit required for foundations, new construction, and additions.

CAPITAL IMPROVEMENTS: The same meaning provided in Idaho Code §67-8203.

CAPITAL IMPROVEMENTS ELEMENT: The same meaning provided in Idaho Code §67-8203.

CAPITAL IMPROVEMENTS PLAN: The Kootenai County Fire and Rescue District Impact Fee Study and Capital Improvements Plan, and the Kootenai County Emergency Medical Services Systems Impact Fee Study and Capital Improvements Plan adopted by the *Districts* and the *City*, which identifies *District* capital facilities for which *Fire and EMS Impact Fees* may be used as a funding source and attached to Ordinance No. [Category] as Exhibit A.

CITY: The city of Post Falls.

DEVELOPER: The same meaning provided in Idaho Code §67-8203.

DEVELOPMENT: The same meaning provided in Idaho Code §67-8203.

DEVELOPMENT APPROVAL: Any written duly authorized document from the *City* which authorizes the commencement of a *Development*.

DISTRICT/DISTRICTS: Kootenai County Fire and Rescue, a fire district organized and existing by virtue of the Fire Protection Districts Law, Chapter 14 of Title 31, Idaho Code, and the Kootenai County Emergency Medical Services System.

DISTRICTS CAPITAL FACILITIES: *District* facilities, stations, apparatus, vehicles, and equipment which is identified in Exhibit III-2 of the *Capital Improvements Plan*, and specifically including those related costs including *System Improvements Costs*, but not including maintenance, operations, or improvements that do not expand their capacity.

EXTRAORDINARY IMPACT: An impact which is reasonably determined by the *Districts* to: (i) result in the need for *District System Improvements*, the cost of which will significantly exceed the sum of the *Development* impact fees to be generated from the *Project* or the sum agreed to be paid pursuant to a *Development* agreement as allowed by Idaho Code § 67-8214(2), as amended; or (ii) result in the need for *District System Improvements* which are not identified in the *Capital Improvements Plan*.

FEE PAYER: The same meaning provided in Idaho Code §67-8203.

FIRE AND/OR EMS IMPACT FEE: A payment of money imposed as condition of *Development* to pay for a *Proportionate Share* of the costs of *System Improvements* needed to serve the *Development*. The term does not include the following:

1. A charge or fee to pay the administrative plan review, or inspection cost associated with permits required for *Development*;
2. Connection or hookup charges;
3. Availability charges for drainage, sewer, water or transportation charges for services provided directly to the *Development*; or
4. Amounts collected from a *Developer* in a transaction in which the *District* has incurred expenses in constructing *Capital Improvements* for the *Development* if the owner or *Developer* has agreed to be financially responsible for the construction or installation of those *Capital Improvements*, unless a written agreement is made, pursuant to Idaho Code §67-8209(3) as amended, for credit or reimbursement.

MANUFACTURED/MOBILE HOME: The same meaning provided in Idaho Code §67-8203.

MODULAR BUILDING: The same meaning provided in Idaho Code §39-4301.

PRESENT VALUE: The same meaning provided in Idaho Code §67-8203.

PROJECT: The same meaning provided in Idaho Code §67-8203.

PROJECT IMPROVEMENTS: The same meaning provided in Idaho Code §67-8203.

PROPORTIONATE SHARE: The same meaning provided in Idaho Code §67-8203.

PUBLIC FACILITIES: Land, buildings and equipment used for fire protection, emergency medical and rescue, and water supply production, storage and distribution facilities which have a useful life of ten (10) years or more.

RECREATIONAL VEHICLE: The same meaning provided in Idaho Code §67-8203.

SERVICE AREA: The area within the *City* in which specific *Public Facilities* provide *District* service to *Development* within the areas defined, based on sound planning or engineering principles, or both. For purposes of this Chapter, there is one *Service Area* encompassing all the *City*.

SERVICE UNIT: A standardized measure of consumption, use, generation, or discharge attributable to an individual unit of *Development* calculated in accordance with generally accepted engineering or planning standards for a particular category of *Capital Improvements*.

SYSTEM IMPROVEMENTS: *Capital Improvements* to *Public Facilities*, in contrast to *Project Improvements*, which are designed to provide service to a *Service Area*. For the purpose of this Chapter, *System Improvements* are for *District Capital Facilities*.

SYSTEM IMPROVEMENTS COSTS: The same meaning provided in Idaho Code §67-8203.

19.10.040: IMPOSITION OF FIRE AND EMS IMPACT FEE:

- A. **Imposition of Fire and EMS Impact Fee.** A *Fire and EMS Impact Fee* is hereby assessed on all new *Development* in the *City*.
- B. **Calculation of Fee and Adoption of Fee Schedule.** Unless an exemption is contained in this section, *Fire and EMS Impact Fees* will be calculated in accordance with the fee schedule contained in the *Capital Improvements Plan* providing for standard fees based on the total number of dwelling units or square feet of nonresidential space in the *Development Approval*. The methodology for determining the costs per *Service Unit* provided for in the fee schedule must be set forth in the *Capital Improvements Plan*. The fee schedule will be adopted by resolution of the City Council and will be updated annually for inflation based on the Engineering News-Record Index.
1. A *Fee Payer* may claim an exemption from the *Fire and/or EMS Impact Fee* at the time of filing a *Building Permit* or manufactured home installation application as provided in Section 19.10.050. Any exemption that is not requested at the time of application filing is waived by the *Fee Payer*.
 2. The *Fee Payer* may request an individual assessment of *Fire and/or EMS Impact Fees* as provided in Section 19.10.060 in lieu of paying the impact fees contained in the fee schedule.
 3. If the *City* assesses an *Extraordinary Impact* fee for a *Development* under Municipal Code Section 19.04.120, the *City* will refer the application to the Districts for a determination of whether the *Development* also creates an *Extraordinary Impact* for the *District(s)*. In that event, the *Fire and/or EMS Impact Fee* will be established as provided in Section 19.10.070.
 4. A *Fee Payer* may claim a credit as provided in Section 19.10.080. A credit that is not claimed at the time of application filing is waived by the *Fee Payer*.

19.10.050: EXEMPTIONS:

- A. **Exemptions.** The provisions of this Chapter do not apply to the following:
1. Rebuilding the same amount of floor space of a structure which is destroyed by fire or other catastrophe, provided the structure is rebuilt and ready for occupancy within two (2) years of its destruction;
 2. Remodeling or repairing a structure which does not increase the number of *Service Units*;

3. Replacing a residential unit, including a *Manufactured/Mobile Home*, with another residential unit on the same lot; provided that, the number of *Service Units* does not increase;
 4. Placing a temporary construction trailer or office on a lot;
 5. Constructing an addition on a residential structure which does not increase the number of *Service Units*;
 6. Adding uses that are typically accessory to residential uses, such as tennis court or a clubhouse, unless it can be clearly demonstrated that the use creates a significant impact on the capacity of *System Improvements*;
 5. The installation of a *Modular Building, Manufactured/Mobile Home or Recreational Vehicle* if the *Fee Payer* can demonstrate by documentation such as utility bills and tax records that either: (a) a *Modular Building, Manufactured/Mobile Home or Recreational Vehicle* was legally in place on the lot or space prior to the effective date of this Chapter; or (b) *Fire and/or EMS Impact Fees* has been paid previously for the *Modular Building, Manufactured/Mobile Home or Recreational Vehicle* on that same lot or space; or
 6. Construction or *Development* by taxing districts as defined in Idaho Code §63-201 and public charter schools as defined in Idaho Code §33-502A are exempt from paying *Fire and EMS Impact Fees*.
- B. **Claiming an Exemption.** An exemption from *Fire and/or EMS Impact Fee* must be claimed by the *Fee Payer* when applying for a *Building Permit* or manufactured home installation permit. Any exemption not claimed at the time of application is waived by the *Fee Payer*. The *City* will deliver exemption applications to the *District(s)* who must determine if the *Development* is exempt within ninety (90) days of receipt.

19.10.060: INDIVIDUAL ASSESSMENT:

- A. **Requesting an Individual Assessment.** In lieu of calculating the amount of the *Fire and/or EMS Impact Fee* using the adopted fee schedule, a *Fee Payer* may file a request with the *City*, at the time of permit application, that the amount of the required impact fees be determined by the *District(s)* through an individual assessment process for the proposed *Development*.
- B. **Required Information.** A request for an individual assessment involves a consideration of studies, data, and any other relevant information submitted by the *Fee Payer* to adjust the amount of the *Fire and/or EMS Impact Fee*. If a *Fee Payer* files a request for the use of an individual assessment, the *Fee Payer* is responsible for retaining, at the *Fee Payer's* expense, a qualified professional to prepare an individual assessment that complies with the requirements of this Chapter. The information provided by the *Fee Payer* must establish that the resulting individual assessment complies with the requirements of this Chapter and that the resulting individual assessment is a more accurate measure of its *Proportionate Share* of the cost of *System Improvements*. The analysis must be based on the *Districts'* adopted levels

of service, the unit costs for *System Improvements* used in the *Capital Improvement Plan* and be based on an average cost (not a marginal cost) methodology.

- C. **Timeline for Review.** Upon filing of a request for individual assessment, the *City* will transmit the request to the *District(s)* for review. The *District(s)* must issue a written decision within thirty (30) days following receipt of a completed request for individual assessment together with all supporting information from the *Fee Payer* unless the *Fee Payer* agrees to an extension. The *District* may accept or reject the individualized assessment or accept the assessment in part based on the *District's* evaluation of whether the individual assessment is a more accurate measure of demand for *System Improvements* element(s) created by the proposed *Development Approval*
- D. **Final Determination by the District.** The *District* must provide a final written determination of the requested individual assessment to the *Fee Payer* and the *City*. The evaluation will document the relevant methodologies and assumptions used and include an explanation of the calculation of the *Fire and/or EMS Impact Fee*, specify the *System Improvement(s)* for which the *Fire and/or EMS Impact Fee* is intended to be used, and include an explanation of those factors identified in Idaho Code § 67-8207.
- F. **Assessment of Individual Impact Fee.** Upon receipt of the final determination from the *District*, the *City* will assess the *Fire and/or EMS Impact Fee* for the *Development Approval* using the calculation contained in the *District's* final determination.

19.10.070: EXTRAORDINARY IMPACTS:

- A. **Initial Determination of Potential Extraordinary Impact.** If the *City* determines that a *Development Approval* will create an *Extraordinary Impact* for assessing its own impact fees under Municipal Code Title 19, the *City* will submit the application to the *Districts* along with the *City's* determination. The *Districts* must then review the application and determine whether the *Development* will create an *Extraordinary Impact*. Unless the *Fee Payer* agrees to a longer time, the *District* must notify the *Fee Payer* and the *City*, within thirty (30) days after *District's* receipt of the application, whether the *District* believes that the *Development* creates an *Extraordinary Impact*.
- B. **Establishment of Impact Fee if No Extraordinary Impact.** If the *District* does not believe that the *Development* creates *Extraordinary Impact*, or if the *District* does not respond within the time allowed, the *City* will assess the *Fire and/or EMS Impact Fees* calculated in accordance with the adopted fee schedule. If the *District(s)* believes that the *Development* creates an *Extraordinary Impact*, the *District(s)* must include in its notice a statement that the potential impacts of such *Development Approval* on *System Improvements* are not adequately addressed by the *Capital Improvements Plan*, and that a supplemental study, at the *Fee Payer's* expense, will be required.
- C. **Meeting with Fee Payer.** Within thirty (30) days after the *District's* notice to the *City* and *Fee Payer* that the *Development* application may create *Extraordinary Impact*, the *District(s)* must meet with the *Fee Payer* to discuss whether the *Fee Payer* wants to:

1. Pay for the supplemental study necessary to determine the *System Improvements Costs* related to the proposed *Development Approval*;
2. Modify the proposal to avoid generating *Extraordinary Impact*; or
3. Withdraw the application.

D. **Additional Study.** If the *Fee Payer* agrees to pay for a supplemental study required to document the proposed *Development Approval's Proportionate Share of System Improvements Costs*, then the *District(s)* and the *Fee Payer* will jointly select a consultant to perform the study. The *Fee Payer* must agree to enter into a written agreement with the consultant to pay the costs of the study. The agreement must require the supplemental study be completed within thirty (30) days from the date the agreement is executed unless the *Fee Payer* agrees to a longer time.

E. **Results of Study.** Once the study is completed, the *Fee Payer* may choose to:

1. Pay the *Proportionate Share of System Improvements Costs* documented by the supplemental study;
2. Modify the proposed *Development* to reduce such costs; or
3. Withdraw the application.

If the *Fee Payer* agrees to pay the *System Improvements Costs* documented in the supplemental study, the *Fee Payer* and *District(s)* will provide the *City* a signed written agreement indicating that both parties accept results of the supplemental study and agree to the amount of the *Fire and/or EMS Impact Fees* to be assessed.

19.10.080: CREDITS AND REIMBURSEMENT:

A. **Credits.** A credit or reimbursement may be claimed for the *Present Value* of any *System Improvements* constructed by the *Fee Payer*, or for the *Present Value* of any dedication of land or money required by the *District(s)* towards a *System Improvement* of the category for which the *Fire and/or EMS Impact Fee* is collected including *System Improvements* paid for by the *Fee Payer* as a part of a local improvement district. Credit will also be given for the *Present Value* of all tax and user fee revenue paid by the *Fee Payer* within the *Service Area* that was assessed and used by the *District(s)* for *System Improvements* of the category for which the *Fire and/or EMS Impact Fee* is collected. Alternatively, a *Fee Payer* may request a reimbursement of *Fire and/or EMS Impact Fees* paid as provided by this Section.

B. **Limitations.** Credits or reimbursements against a *Fire and/or EMS Impact Fee* will not be given for *Project Improvements*. Credits issued for one *Capital Improvements Element* may not be used to reduce the impact fee due for a different *Capital Improvement*.

C. **Requesting a Credit or Reimbursement.** To request a credit or reimbursement against a *Fire and/or EMS Impact Fee*, a *Fee Payer* must submit a request to the *District(s)* to negotiate an agreement concerning the amount of the credit or reimbursement as required by Idaho Code §67-8209(4) prior to submitting a *Building Permit* application with the *City*. The request

should provide sufficient detail to allow the *District(s)* to determine whether a credit or reimbursement is warranted.

- D. Evaluation and Agreement.** After receipt of the written request for credit or reimbursement, the *District(s)* must review the request and determine whether the land or *System Improvements* meet the requirements of this Section and Idaho Code §67-8209. If a credit or reimbursement is due, the *District(s)* and the *Fee Payer* will negotiate an agreement, in good faith, setting forth the amount of credit or reimbursement due the *Fee Payer*, the time and form of the credit or reimbursement, and a term not exceeding ten (10) years. The *District(s)* must complete its review and determination of an application within thirty (30) days after receipt of an application for credit or reimbursement.
- E. Valuation.** Credit or reimbursement will be given for the *Present Value* of the land dedication or improvement as follows:
1. Credit for qualifying land dedications will, at the *Fee Payer's* option, be valued at one hundred percent (100%) of the most recent assessed value for such land as shown in the records of the county assessor, or the fair market value established by a private appraiser acceptable to the *District(s)* in an appraisal paid for by the *Fee Payer*.
 2. Credit for qualifying acquisition or construction of *System Improvements* will be valued by the *District(s)* at the *Present Value* of such improvements based on complete engineering drawings, specifications, and construction cost estimates submitted by the *Fee Payer* to the *District(s)*. The *District(s)* will determine the amount of credit due based on the information submitted, or, if it determines that such information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the *District(s)* as a more accurate measure of the value of the offered *System Improvements* to the *District(s)*.
- F. Credits Exceeding Fee Amounts Due.** If the credit due to a *Fee Payer* exceeds the *Fire and/or EMS Impact Fee* that would otherwise be due from the *Fee Payer* pursuant to this Chapter, the *Fee Payer* may choose to receive such credit in the form of either: (a) a credit against future *Fire and/or EMS Impact Fees* for the same category of *System Improvements*; or (b) a reimbursement from *Fire and/or EMS Impact Fees* paid by future *Development Approval* that impacts the *System Improvements* contributed or dedicated by the *Fee Payer*.
- G. Final Determination of Credit and Payment of Reimbursement.** The *District(s)* determination of whether a credit or reimbursement is due is final and the *District(s)* is solely responsible for the determination and payment of any reimbursement to the *Fee Payer*.

19.10.090: PAYMENT OF FEES.

- A. Payment of Impact Fee.** The *Fire and/or EMS Impact Fees* assessed by this Chapter will be paid to the *City* at the times listed in Municipal Code Section 19.04.040. The *Fire and/or EMS Impact Fees* will be calculated by the *City* based on the *Fee Schedule* in effect at the time the application is submitted.
- B. Transfer of Collected Fees to Districts.** All *Fire and/or EMS Impact Fees* collected by the *City* will be transferred to the *District(s)* monthly.

- C. **Certification of Amount.** After the *Fire and/or EMS Impact Fees* for a proposed *Development Approval* have been calculated as authorized by this Chapter, the *Fee Payer* may request that the *City* or *District(s)*, whichever calculated the fee, provide a certification of the amount of *Fire and/or EMS Impact Fees* for that *Development*. Within thirty (30) days after receiving such request, the *City* or *District(s)*, whichever calculated the fee, will issue a written certification to the *Fee Payer* of the amount of the *Fire and/or EMS Impact Fees* due for the *Development*. The certification will be binding so long as there is no material change to the *Development* or to the adopted impact fee schedule prior to the issuance of permits. The certification must include an explanation of the calculation of the *Fire and/or EMS Impact Fees* impact fee including an explanation of factors considered under Idaho Code §67-8207 and specify the *System Improvement(s)* for which the *Fire and/or EMS Impact Fees* are intended to be used.
- D. **Payment Under Protest.** *Development Approval* will not be granted until the required *Fire and/or EMS Impact Fees* have been paid. The *Fee Payer* may elect to pay the fees under protest and seek a refund from the *District(s)*.

19.10.100: METHODOLOGY FOR THE CALCULATING FIRE/EMS IMPACT FEES:

Fire and/or EMS Impact Fees must be based on a study, prepared by the *District(s)*, in accordance with generally accepted accounting principles, meeting the requirements of Idaho Code §67-8207 and *Capital Improvement Plan* prepared by the *District(s)* meeting the requirements of Idaho Code §67-8208.

19.10.110: REFUNDS:

The *District(s)* must refund *Fire and/or EMS Impact Fees* to the *Fee Payer*, or their successor in interest, within 90 days of a request by the *Fee Payer*, or their successor in interest, for a refund if a refund is required under Idaho Code §67-8211. The refund must include interest as provided in Idaho Code §67-8211(3).

19.10.120: DISTRICT ACCOUNTING FOR IMPACT FEES:

- A. **Trust Account.** Prior to the *City* transferring *Fire and/or EMS Impact Fees* to the *District(s)*, each *District* must establish one or more trust accounts, meeting the requirements of Idaho Code §67-8210(1). Upon confirmation that each *District* has established the necessary trust accounts, the *City* will begin remitting *Fire and/or EMS Impact Fees* to the *District*. Each *District* must maintain an impact fee trust account while the *City* is collecting impact fees on their behalf.
- B. **Expenditures.** All expenditures of *Fire and/or EMS Impact Fees* by the *District(s)* must be in accordance with Idaho Code §67-8210.
- C. **Annual Capital Budget.** Each *District* must annually adopt a capital budget.

- D. **Review and Modification of Capital Improvement Plans.** Each *District* will, at a minimum, update and revise its *Capital Improvement Plan* as required by Idaho Code §67-8208(2).
- E. **Audit.** Each *District* must, as part of their annual audit process, prepare an annual report meeting the requirements of Idaho Code §67-8210(3). A copy of the report must be provided to the *City*.

19.10.130: APPEALS, PROTEST, AND MEDIATION:

- A. **Filing an Appeal.** Any *Fee Payer* that is required to pay a *Fire and/or EMS Impact Fee*, or that claims a right to receive a refund, reimbursement, exemption, or credit under this Chapter, and who is dissatisfied with a decision made either by the *City* or by the *District(s)* may appeal such decision by filing a written notice of appeal with the *District* within thirty (30) days after the date of the decision, or the date on which the *Fee Payer* submitted a payment of the *Fire and/or EMS Impact Fee* under protest, whichever is later. The appeal request must include a statement describing why the *Fee Payer* believes that the appealed decision was in error, together with copies of any documents that the *Fee Payer* believes support the claim. A copy of the appeal must also be provided to the *City* at the time of filing the appeal.
- B. **Evaluation of Appeal.** The *District(s) Board of Commissioners* must hear the appeal within sixty (60) days after receipt of a written notice of appeal. The *Fee Payer* may be present and present evidence in support of the appeal. The *City* and *District* may also present and present evidence in support of the decision. The *Fee Payer* has the burden of establishing that the decision was in error. The criteria to be used by the *Board of Commissioners* in considering the appeal is:
 - 1. Whether the decision or interpretation made by the *City* or *District* or the alternative decision or interpretation offered by the *Fee Payer*, more accurately reflects the intent of this Chapter that new *Development Approval* in the *City* pay its *Proportionate Share* of the costs of *System Improvements* to *District* facilities; and
 - 2. Whether the Chapter has been correctly applied.

The *Board of Commissioners* must issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal. The decision of the *Board of Commissioners* is the final decision on the matter and the *City* will be bound by the decision regarding the amount of impact fees to be paid.

- C. **Mediation.** The *Fee Payer* and the *District(s)* may elect to mediate any disagreement related to the payment of *Fire and/or EMS Impact Fees* by a qualified independent mediator. The mediation may take place at any time during the appeal process and the costs will be split equally between the *Fee Payer* and the *District(s)*. The *City* will be bound by any agreement reached at mediation regarding the amount of impact fees to be paid.

SECTION 2. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 4. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and shall be in full force and effect on and after September 1, 2022.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on June ___ 2022.

APPROVED, ADOPTED and SIGNED this day of June, 2022.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which provides for a new chapter to provide development impact fees for fire and emergency services; providing authority and purpose; providing for imposition of impact fees; providing for exemptions, individual assessments, and extraordinary impacts; providing methodology for calculating fees; providing for payments, refunds, credits, and reimbursements; providing for appeals, protests, and mediation; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of June, 2022.

/s/
Shannon Howard, *City Clerk*

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which provides for a new chapter to provide development impact fees for fire and emergency services; providing authority and purpose; providing for imposition of impact fees; providing for exemptions, individual assessments, and extraordinary impacts; providing methodology for calculating fees; providing for payments, refunds, credits, and reimbursements; providing for appeals, protests, and mediation, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of June, 2022.

Warren J. Wilson, *City Attorney*

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 6/7/2022

DATE: 6/1/2022 8:38 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Smock Vacation Ordinance File No. VACA-0001-2021

ITEM AND RECOMMENDED ACTION:

With approval of the Ordinance Agenda, City Council authorizes the Mayor to sign the Ordinance Agreement for the Smock Vacation.

DISCUSSION:

On November 2, 2021 a public hearing was held before the City Council. After receiving testimony and hearing the staff report, the Council approved the requested vacation of a portion of the 6th Ave. Rights-of-Way and alleyway bound between N. Catherine St., N. Spokane St., W. 7th Ave., and W. 6th Ave.

The legal description within the Ordinance needed some correction, this updated Ordinance will Supersede the previously approved/recorded Ordinance.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ORDINANCE NO. _____

**RIGHT OF WAY VACATION
SMOCK VACATION (File No. VACA-0001-2021)**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF RIGHTS OF WAY SITUATED IN THE NORTH-SOUTH ALLEY IN BLOCK 6, THE EAST-WEST ALLEY IN BLOCK 6 AND A PORTION OF SIXTH STREET ADJOINING THE SOUTHERLY LINE OF BLOCK 6 OF THE PLAT OF SHANKS-BOYD ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK B OF PLATS, PAGE 62, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN AS DESCRIBED HEREIN; PROVIDING FOR DISPOSITION OF THE VACATED RIGHT OF WAY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, this Ordinance supersedes the previously recorded Ordinances, Instrument Number 2882766 corrects 2879850, to correct typos within Section 1.

WHEREAS, the owners of the real property south of W 7th Ave. and west of N. Spokane St., and north of W 6th Ave. have petitioned the City to vacate the Alley and 6th Ave right of way adjacent to their property as described herein; and

WHEREAS, on the 2nd day of November 2021 the City Council conducted a public hearing to receive public comment on the proposed vacation of the subject rights of way;

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

SECTION 1: That the Alley and 6th Ave. right of way described on the attached Exhibit “A”, which is situated in the North-South Alley in Block 6, the East-West Alley in Block 6 and a Portion of 6th St adjoining the Southerly Line of Block 6 of the Plat of Shanks-Boyd addition according to the Plat Thereof Recorded in Book B of Plats, Page 62, Records of Kootenai County, Idaho; Located in the West Northwest Quarter of Section 3, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho is hereby vacated.

SUBJECT TO:

Any existing rights of way, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning

ordinances and use regulations, of record or in view; as depicted on the attached Exhibit "A".

SECTION 2: That the above described right of way be vacated to the adjacent property owner.

SECTION 3: All provisions of the current Municipal Code of the City of Post Falls or ordinances of the City of Post Falls which conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4: This ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the ordinance before the declaration of partial invalidity.

SECTION 5: This ordinance shall be in full force and effect upon its passage and publication according to law in the official newspaper of general distribution in the City. Enacted by the city council as an ordinance of the City of Post Falls on this ____ day of _____, 2022.

Approved by the Mayor on the ____ day of _____, 2022.

CITY OF POST FALLS

By: _____
Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR THE VACATION OF RIGHTS OF WAY SITUATED IN THE NORTH-SOUTH ALLEY IN BLOCK 6, THE EAST-WEST ALLEY IN BLOCK 6 AND A PORTION OF SIXTH STREET ADJOINING THE SOUTHERLY LINE OF BLOCK 6 OF THE PLAT OF SHANKS-BOYD ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK B OF PLATS, PAGE 62, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN AS DESCRIBED HEREIN; PROVIDING FOR DISPOSITION OF THE VACATED RIGHT OF WAY; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

LEGAL DESCRIPTION – VACATED ALLEY 6th AVE ROW:

THE NORTH-SOUTH ALLEY IN BLOCK 6, THE EAST-WEST ALLEY IN BLOCK 6 AND A PORTION OF SIXTH STREET ADJOINING THE SOUTHERLY LINE OF BLOCK 6 OF THE PLAT OF SHANKS-BOYD ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK B OF PLATS, PAGE 62, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 6; THENCE NORTH 89°02'32" WEST 20.00 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID BLOCK 6; THENCE SOUTH 00°57'28" WEST 125.00 FEET TO THE SOUTHEAST CORNER OF LOT 21 OF SAID BLOCK 6; THENCE NORTH 89°02'32" WEST 180.00 FEET TO THE SOUTHWEST CORNER OF LOT 16 OF SAID BLOCK 6; THENCE SOUTH 00°57'28" WEST 20.00 FEET TO THE NORTHWEST CORNER OF LOT 15 OF SAID BLOCK 6; THENCE SOUTH 89°02'32" EAST 180.00 FEET TO THE NORTHEAST CORNER OF LOT 10 OF SAID BLOCK 6; THENCE SOUTH 00°57'28" WEST 125.00 FEET TO THE SOUTHEAST CORNER OF LOT 10 OF SAID BLOCK 6; THENCE NORTH 89°02'32" WEST 180.00 FEET TO THE SOUTHWEST CORNER OF LOT 15 OF SAID BLOCK 6; THENCE SOUTH 00°57'28" WEST, ALONG THE SOUTHERLY EXTENDED WEST LINE OF SAID BLOCK 6, A DISTANCE OF 40.00 FEET TO THE RIGHT OF WAY FENCE OF INTERSTATE 90; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 89°32'04" EAST 32.98 FEET; THENCE NORTH 84°41'59" EAST 20.08 FEET; THENCE NORTH 74°10'45" EAST 20.32 FEET; THENCE NORTH 54°47'33" EAST 7.91 FEET; THENCE NORTH 38°46'29" EAST 33.50 FEET, TO THE SOUTH LINE OF LOT 9 OF SAID BLOCK 6; THENCE LEAVING SAID RIGHT OF WAY FENCE NORTH 89°02'32" WEST 31.16 FEET TO THE SOUTHWEST CORNER OF LOT 9 OF SAID BLOCK 6; THENCE NORTH 00°57'28" EAST 270.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 17,458 SQUARE FEET, MORE OR LESS

The forgoing is a summary of Ordinance No. [Category]. This Ordinance was passed on the ____ day of June, 2022. The full ordinance is on file with the City Clerk and will be promptly provided to any citizens on personal request. Dated this ____ day of June, 2022.

Shannon Howard, City Clerk

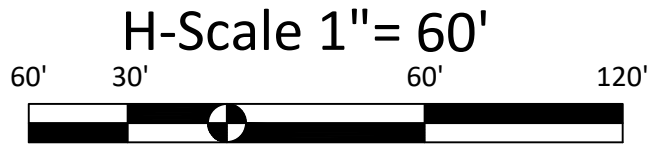
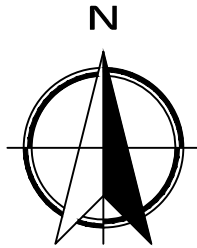
STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, hereby certify that I have examined the attached summary and find the foregoing is a true and complete summary of Ordinance No. [Category] and provides adequate notice of the contents of this Ordinance to the public.

Dated this ____ day of June, 2022.

Warren J. Wilson, City Attorney

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°02'32"W	20.00'
L2	S0°57'28"W	20.00'
L3	S0°57'28"W	40.00'
L4	N89°32'04"E	32.98'
L5	N84°41'59"E	20.08'
L6	N74°10'45"E	20.32'
L7	N54°47'33"E	7.91'
L8	N38°46'29"E	33.50'
L9	N89°02'32"W	31.16'



LEGAL DESCRIPTION

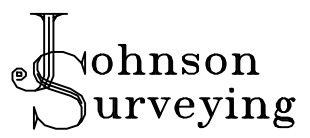
THE NORTH-SOUTH ALLEY IN BLOCK 6, THE EAST-WEST ALLEY IN BLOCK 6 AND A PORTION OF SIXTH STREET ADJOINING THE SOUTHERLY LINE OF BLOCK 6 OF THE PLAT OF SHANKS-BOYD ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK B OF PLATS, PAGE 62, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 6; THENCE NORTH 89°02'32" WEST 20.00 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID BLOCK 6; THENCE SOUTH 00°57'28" WEST 125.00 FEET TO THE SOUTHWEST CORNER OF LOT 21 OF SAID BLOCK 6; THENCE NORTH 89°02'32" WEST 180.00 FEET TO THE SOUTHWEST CORNER OF LOT 16 OF SAID BLOCK 6; THENCE SOUTH 00°57'28" WEST 20.00 FEET TO THE NORTHWEST CORNER OF LOT 15 OF SAID BLOCK 6; THENCE SOUTH 89°02'32" EAST 180.00 FEET TO THE NORTHEAST CORNER OF LOT 10 OF SAID BLOCK 6; THENCE SOUTH 00°57'28" WEST 125.00 FEET TO THE SOUTHWEST CORNER OF LOT 10 OF SAID BLOCK 6; THENCE NORTH 89°02'32" WEST 180.00 FEET TO THE SOUTHWEST CORNER OF LOT 15 OF SAID BLOCK 6; THENCE SOUTH 00°57'28" WEST, ALONG THE SOUTHERLY EXTENDED WEST LINE OF SAID BLOCK 6, A DISTANCE OF 40.00 FEET TO THE RIGHT OF WAY FENCE OF INTERSTATE 90; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 89°32'04" EAST 32.98 FEET; THENCE NORTH 84°41'59" EAST 20.08 FEET; THENCE NORTH 74°10'45" EAST 20.32 FEET; THENCE NORTH 54°47'33" EAST 7.91 FEET; THENCE NORTH 38°46'29" EAST 33.50 FEET, TO THE SOUTH LINE OF LOT 9 OF SAID BLOCK 6; THENCE LEAVING SAID RIGHT OF WAY FENCE NORTH 89°02'32" WEST 31.16 FEET TO THE SOUTHWEST CORNER OF LOT 9 OF SAID BLOCK 6; THENCE NORTH 00°57'28" EAST 270.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 17458 SQUARE FEET, MORE OR LESS

RIGHT OF WAY VACATION - EXHIBIT A

PORTIONS OF BLOCK 6, SHANKS-BOYD ADDITION
 NW 1/4, SEC. 3, T. 50 N., R. 5 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



DATE SURVEYED: JAN. 2021	DRAFTED BY: DTL	PLOT DATE: 3/30/2021	SHEET 1 / 1
FILE NAME: 21-013 VACATION	CHECKED BY: CJJ	PROJECT No.: 21-013	

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

CITY OF POST FALLS
AGENDA REPORT
Unfinished Business
MEETING DATE: 6/21/2022

DATE: 6/16/2022 9:06 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bryan Myers
SUBJECT: Live After 5 Contract Addendum

ITEM AND RECOMMENDED ACTION:

The item presented is an addendum to the agreement with the Davis Enterprises, Inc. for a weekly concerts series called "Live After Five. Staff is returning to council with an amended contract that reflects the terms requested by Live After 5 to relocate Live After 5 Events from the Amphitheater to the South Lawn at Tullamore Park for the remainder of the Contract term. If approved council authorizes the Mayor to sign the Live After Five Weekly Concert Series Agreement.

DISCUSSION:

Davis Enterprises, INC, DBA Live After 5 Events and the Parks and Recreation Department are looking to continue its relationship to offer a summer concert series at Tullamore Park on Thursdays, now in it's 4th year of operation. Live after 5 is a established weekly summer concert event operating in both Post Falls and Coeur d' Alene.

With construction underway adjacent to the park Live After 5 Events has requested the move to the new location, west of the picnic shelter and restroom facility on the South side of the park. This move is aimed to improve visibility and improve the setting for the performers. The west facing stage is exposed to the late afternoon sun making it difficult to secure acts willing to play for 2 hour sets.

This change would allow Live After 5 to relocate the event to the south lawn area and in consideration the City would be compensated, to offset lost revenue potential from the Department's outdoor Volleyball program.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February 5, 2019, March 4, 2019, November 5, 2021

APPROVED OR DIRECTION GIVEN:

Council has approved all previous agreements

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

(1380)

BUDGET CODE:

023-446.1605.34107

Exhibit A

LIVE AFTER FIVE WEEKLY CONCERT SERIES AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of November, 2021, between the CITY OF POST FALLS, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called the "City," and DAVIS ENTERPRISES, Inc., an Idaho corporation with its principal place of business at 3578 East Fernan Terrace, Coeur d'Alene, Idaho 83814, hereinafter called "Davis".

WITNESSETH:

WHEREAS, Davis owns and operates a weekly concert series called "Live After Five"; and

WHEREAS, Davis wishes to expand Live after Five by hosting a weekly concert in Tullamore Park ("Park"), which is owned and operated by the City; and

WHEREAS, The City desires to provide activities in the Park that will provide a benefit to the residents of Post Falls.

WHEREAS, The City and Davis wish to renew the agreement for an additional period of three (3) years (2022, 2023, 2024) as outlined in the original agreement executed March 5, 2019 as reflected in this updated Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Consideration: In consideration of the City allowing Davis to host Live after Five in the Park, Davis will pay the City Five Hundred Dollars (\$500.00) per concert to use the Park and the City's inflatable bandshell or star stage bandshell and to off-set City staff time (the "Permit Fee"). City of Post Falls Parks will provide necessary trash receptacles and associated servicing, one ADA and 2 standard portable toilets. Any additional portable toilets needed will be reimbursed at cost by Davis at the time of request. The Permit Fee must be paid in full at least 30 days before the first event each year.
2. Term: The term ("Term") of this Agreement is three (3) years beginning in 2022.
3. Weekly Concert: Davis is authorized by the City to promote and host 12 concerts on a weekly basis in the Park. The concerts will occur on Thursday nights and in the first year will run from July 11, 2019 to August 29, 2019. Concerts in subsequent years will be held on consecutive Thursdays between the Second Thursday in June and September. Concerts cannot be held in the Park on July 4th of any year.
4. Maximum Attendance: Except as provided in Section 5, Davis agrees that the maximum attendance for the concerts in the Park is 2,000 people.

5. Large Ticketed Event: One of the concerts that Davis hosts each year in the Park may appeal to a larger audience. These larger events will require individual tickets and may have a maximum attendance of up to 4,000 people. Davis will pay to the City, within seven (7) days after the concert, a \$3.00 per ticket sold Park Impact Fee. For these ticketed concerts Davis may begin setting up in the Park on Wednesdays at 8:00 a.m. and have until Friday at 3:00 p.m. for tear down.
6. Staffing: Davis agrees the event will be staffed by at least six employees at all times. For purposes of this Agreement, the parties agree that the term "employee" shall include board members of Davis Enterprises, subcontractors, and any volunteers that would assist them during the event.
7. Community Relations: Davis agrees that they, their employees and/or vendors will be courteous and informed about the community and will assist with questions from other Park users.
8. Appropriate Attire: Davis agrees its employees and/or vendors must be appropriately dressed in either an approved T-shirt or polo shirt with identifying logo. Approval must be received from the Parks & Recreation Director. The Parks & Recreation Director's approval will not be unreasonably withheld. This requirement does not apply to entertainers.
9. Vendors: Davis is authorized to incorporate up to twelve (12) food and beverage vendors, and up to eighteen (18) arts and craft vendors as part of the concert. Electricity is available in the Park but must be arranged by the Parks & Recreation Department at least 30 days prior to an event. Additionally, propane, batteries or whisper-quiet generators may be used to provide power, heating and cooling. Drinks may not be dispensed in glass containers. Vendors must also comply with the following:
 - a. All alcohol vendors must obtain a catering permit.
 - b. All food vendors must be self-contained and obtain a health permit as required by law for a food concession. The permit must be placed in a conspicuous place on the concession. The permit number must correspond to the number on the trailer. The maximum size for a food or alcohol vendor booth is 15 ft. X 25 ft.
 - c. Davis will review all requests for items to be sold at the event and not allow items that may be dangerous or illegal.
 - d. The maximum size for a non-food or drink vendor booth is 10 ft. X 10 ft.
 - e. It is understood some vendors provide attractions such as bounce houses, vehicles with advertising etc. The placement of these attractions/vendors will be reviewed annually at the meeting listed in SECTION 14. Approval must be received from the Parks &

Recreation Director. The Parks & Recreation Director's approval will not be unreasonably withheld. This requirement does not apply to entertainers.

10. Set-up, Gates Open and Tear-Down: Except as provided in Section 5, Davis may begin setting up for the concert beginning at 8:00 a.m. on the day of the concert. Sound checks cannot begin before noon and gates may open to the public no earlier than 4:30 p.m. and the concert must end no later than 8:30 p.m. The stage and all concert related structures, vendors etc. must be removed and the Park be cleaned and returned to its pre-existing condition no later than 10:30 p.m. on the day of the concert.
11. Sound Level: The decibel level during the concert or sound check must not exceed 95dB on a calibrated decibel meter at the mixer or 85 dB at furthest Park property line from the stage.
12. Fire Protection: All tents, canopies or membrane structures must be certified flame resistant where food is being prepared and all food vendors must have a correctly rated fire extinguisher and comply with the requirements of Kootenai County Fire and Rescue ("KCFR"). Davis agrees to pay all required fees of KCFR.
13. Parking: Davis agrees to seek additional parking space on adjacent properties on a shared/temporary event basis in order to ease parking concerns on the adjacent streets. Davis and its employees will park in lawfully designated parking spaces and with the exception of three approved vehicles neither Davis nor its employees will park vehicles adjacent to the concessions or entertainment areas for longer than 90 minutes. Vendors may park in the Park during the concert as part of advertising only.
14. Meet and Confer: Davis agrees it will meet with the Parks & Recreation Department at least 45 days prior to the first event in each calendar year, and at other times as may be requested by the Parks & Recreation Department, to review the "event safety plan" including, but not limited to, access for the vendors, entertainers, security staffing site layout, and any potential changes in the event venue. Access generally relates to vehicle access prior to the event for setting up and taking down. Specific access points will be identified and monitored by the Parks & Recreation Department, so the event does not cause unnecessary damage or wear and tear to the Park. Davis will meet with the Parks & Recreation Department at least one week before the first event in each calendar year to review final details.
15. Exclusivity: The City agrees that during the Term of this Agreement, Davis will have the sole and exclusive right to produce and host a weekly summer concert series in the Park. The City reserves the right to host other complementary events within the Park at any time. Areas included in the permit area are illustrated on Attachment A. This area is generally described as 75' from the top of the amphitheater berm extended to the property line to the east. Areas not included in this permit may be reserved by the city for such purposes including but not limited to picnic shelter reservations, recreation programming or other active/passive recreation users.

16. Cancellation for a Public Purpose: Davis understands and agrees that, during the term of this agreement, the City or agents of the City may commence projects or may need to undertake unforeseen or emergency repairs involving public properties, including the Park and/or its amenities, that may require the City to cancel one or more concerts, pursuant to the notice provision in Section 21. In such event, the City will document the nature of the unforeseen or emergency repairs and make every reasonable effort to provide an alternate venue for the event or concert(s) affected thereby. Such documentation will be provided within 14 days of cancelation. Davis specifically waives any claim as to lost profits or business interruption, or consequential damages, while such work is being performed.
17. Non-transferable: Davis agrees and understands this Agreement cannot be transferred to another host/sponsor without permission of the City.
18. Confidentiality: The City acknowledges it may have access to Davis' business information, strategies, and concert schedules ("Confidential Information"). The City agrees that its access to Davis' Confidential Information will be used only for permitting and scheduling purposes. All such information will be treated in a strictly confidential manner and will only be disclosed to City employees or contractors on a need to know basis. The City further agrees that it shall not disclose Davis Enterprises' Confidential Information to any third party except in compliance with the Idaho Pubic Records Act.
19. Compliance with Applicable Laws: Davis agrees that in its exercise of its rights and performance of its duties under this Agreement it will comply with all local, state, and federal laws, statutes, rules and regulations, including agency rules and regulations that may apply to Davis' use of the Park. As a part of this Agreement, the City will disclose all local laws that pertain to Davis' use of the Park under this Agreement.
20. Forfeiture of Agreement: It is understood that time is of the essence and, should Davis fail to perform any of the material covenants herein required of it, the City may declare this Agreement forfeited. However, before declaring such forfeiture, the City will notify Davis in writing of the particulars in which the City deems Davis to be in default and Davis will have seven (7) days to remedy the default.
21. Insurance: Davis will provide a Comprehensive General Liability Insurance policy with coverage of one million (\$1,000,000.00), combined single limit per occurrence. The policy must be written as a primary policy, not contributing with or in excess of any coverage which the City may carry. A certificate naming the City as additional insured must be delivered to the City at least 14 days prior to the first concert.

In addition, Davis will require each vendor to provide a certificate of insurance, naming the City as an additional insured, on a Comprehensive General Liability policy in the amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limit per occurrence. The policy must be written as a primary policy, not contributing with or in excess of any coverage

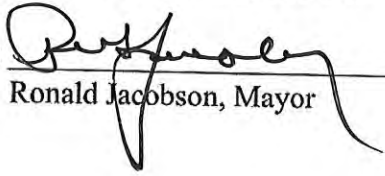
which the City may carry. The vendor's insurance certificates must be on file with the City at least twenty-four (24) hours prior to the concert. The Vendor will not be allowed to set up without the certificate.

The adequacy of all insurance required by this provision is subject to approval by the City Attorney.

22. Indemnification: Davis agrees to indemnify, defend (at the City's sole option, and hold the City and its officers, employees and agents harmless from any and all liability, loss or damage which the City may suffer arising out of, or in connection with the negligent or wrongful acts, errors and omissions of Davis its agents, employees, subcontractors or Vendors.
23. Notice: Any notice, including notice of default resulting from failure to perform, shall be made in writing and delivered via Certified United States Mail addressed to Davis at the address above, with proper postage affixed; notice shall be deemed received upon actual receipt by Davis. Any notice required herein to be given to City shall be written and deemed received by City when personally delivered to the office of the City Clerk, 408 N. Spokane St., Post Falls, Idaho 83854. In lieu of service by mail, a notice of default and/or of termination may be served in the manner provided for the service of process under the Idaho Rules of Civil Procedure, Rule 5(b).
24. Entire Agreement: This document constitutes the entire agreement between the parties with respect to the subject matter herein and may not be amended or otherwise modified except by the express written agreement of the parties. Any future agreements between the parties related to Davis' use of the Park will be incorporated as addenda to this Agreement.
25. Attorney Fees: If any party commences an action to enforce any term or condition of this Agreement, the prevailing party to such action shall be entitled to recover a reasonable additional sum as and for its attorney's fees and costs, said sum to be fixed by a court of competent jurisdiction.
26. Governing Law, Jurisdiction, and Venue: This Agreement will be interpreted under the laws of the State of Idaho. Any action to enforce or interpret any provision of this Agreement must be commenced and completed in the First Judicial District, District Court in Kootenai County, Idaho. Each party specifically submits themselves to the jurisdiction to said Court and waives any objection to venue.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Post Falls have executed this Agreement on behalf of said City, and Davis Enterprises have caused the same to be signed, the day and year first above written.

CITY OF POST FALLS
KOOTENAI COUNTY, IDAHO

By: 


Ronald Jacobson, Mayor

DAVIS ENTERPRISES, INC.

By: 

Tyler Davis, President

ATTEST:

By: 

Shannon Howard, City Clerk

By: 

Secretary

FIRST ADDENDUM TO AGREEMENT

This Addendum modifies the LIVE AFTER FIVE WEEKLY CONCERT SERIES AGREEMENT entered into on November 16, 2021, by and between the CITY OF POST FALLS, Kootenai County, Idaho, a municipal corporation duly organized and existing under the laws of the State of Idaho, hereinafter called the “City,” and DAVIS ENTERPRISES, Inc., an Idaho corporation with its principal place of business at 3578 East Fernan Terrace, Coeur d’Alene, Idaho 83814, hereinafter called “Davis”, a copy of which is appended hereto as **Exhibit A**.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree that the above-referenced contract is modified as follows:

1. Paragraph 1 is modified by the insertion of the following new paragraph 1 to replace the existing Paragraph 1:

Consideration: In consideration of the City allowing Davis to relocate and host Live after Five in the Park, Davis will pay the City One Thousand Three Hundred and Eighty Dollars (\$1,380.00) each year and Five Hundred Dollars (\$500.00) per concert to use the Park and off-set City staff time (the “Permit Fee”). City of Post Falls Parks will provide necessary trash receptacles and associated servicing. Any additional portable toilets needed will be reimbursed at cost by Davis at the time of request. The Permit Fee must be paid in full at least 30 days before the first event each year.

2. Paragraph 15 is modified by the insertion of the following new paragraph 15 to replace the existing Paragraph 15:

The City agrees that during the Term of this Agreement, Davis will have the sole and exclusive right to produce and host a weekly summer concert series in the Park. The City reserves the right to host other complementary events within the Park at any time. Areas included in the permit area are illustrated on **Attachment B**. This area is generally described as the South Lawn of Tullamore that is located East of the sidewalk along Charleville Rd. North of the sidewalk along E Bogie Dr. West of the Restroom and Shelter building, including the shelter itself, running north from the shelter to the point where it intersects the asphalt trail. Areas not included in this permit may be reserved by the city for such purposes including but not limited to picnic shelter reservations, recreation programming or other active/passive recreation users.

4. This modification is effective as of the _____ day of June, 2022.

5. This modification incorporates and includes all the changes agreed by and between the parties and supersedes and replaces any oral discussions, representations, or stipulations previously entered into by the parties.

6. All other provisions of the above-described contract shall remain in full force and effect and shall not in any way be modified, changed, altered, or amended by this contract modification.

[Signature page follows]

DATED this _____ day of June, 2022.

CITY OF POST FALLS:

CONTRACTOR:

By: _____
Ronald Jacobson, Mayor

By: _____
Tyler Davis, President

ATTEST:

By: _____
Shannon Howard, City Clerk

Attachment B



CITY OF POST FALLS
AGENDA REPORT
Unfinished Business
MEETING DATE: 6/21/2022

DATE: 6/15/2022 10:01 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bryan Myers
SUBJECT: Crown Pointe Regrading

ITEM AND RECOMMENDED ACTION:

With approval, City Council authorizes staff to advertise for bids for the Crown Pointe Regrading Project.

DISCUSSION:

The City of Post Falls accepted dedication of Crown Pointe Park from MCD Properties LLLP in October of 2018. The park was dedicated to the City as outlined in the Master Development Agreement for the Smart Code Development Project. The City accepted the ownership of the property in it's existing condition with the assumption of all responsibility for the maintenance and preservation of the property as a public park.

The City has modified the facility from the condition it was received by adding flush restroom facilities, installing playground fixtures and coating the sports courts with colored epoxy surfacing. These improvements were done to meet the development standards of public neighborhood parks.

The current project is the next step in the transformation of this park to meet the development standards of public parks. The existing site grading contains large variations that result in seasonal puddling, trip issues and large stones. The irrigation mainline configuration and irrigation head spacing results in irrigation system inefficiencies.

The parks division is seeking a contractor to furnish material and labor to complete the necessary work to provide excavation services to regrade the landscape interior of the loop walk and modify the existing irrigation system to improve performance. These changes will allow for the open play field to be utilized by both active and passive recreation users.

There is no fiscal impact at this time. Future construction contract will be brought back to the Council for approval and funded through dedicated funds within the city's General Fund Budget.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

April 5, 2022

APPROVED OR DIRECTION GIVEN:

Council previously approved the Regrading Design contract with Masuen Consulting

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

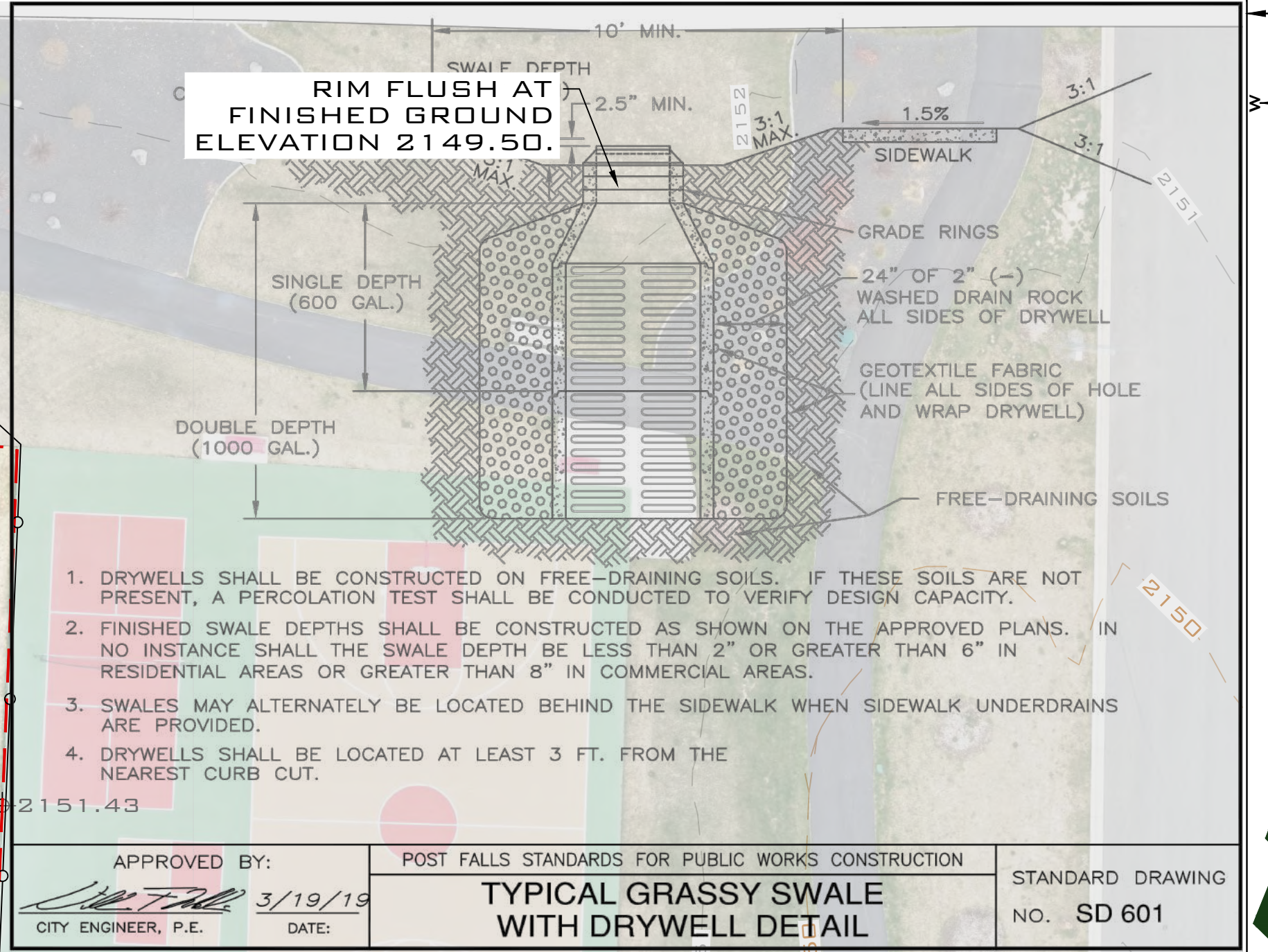
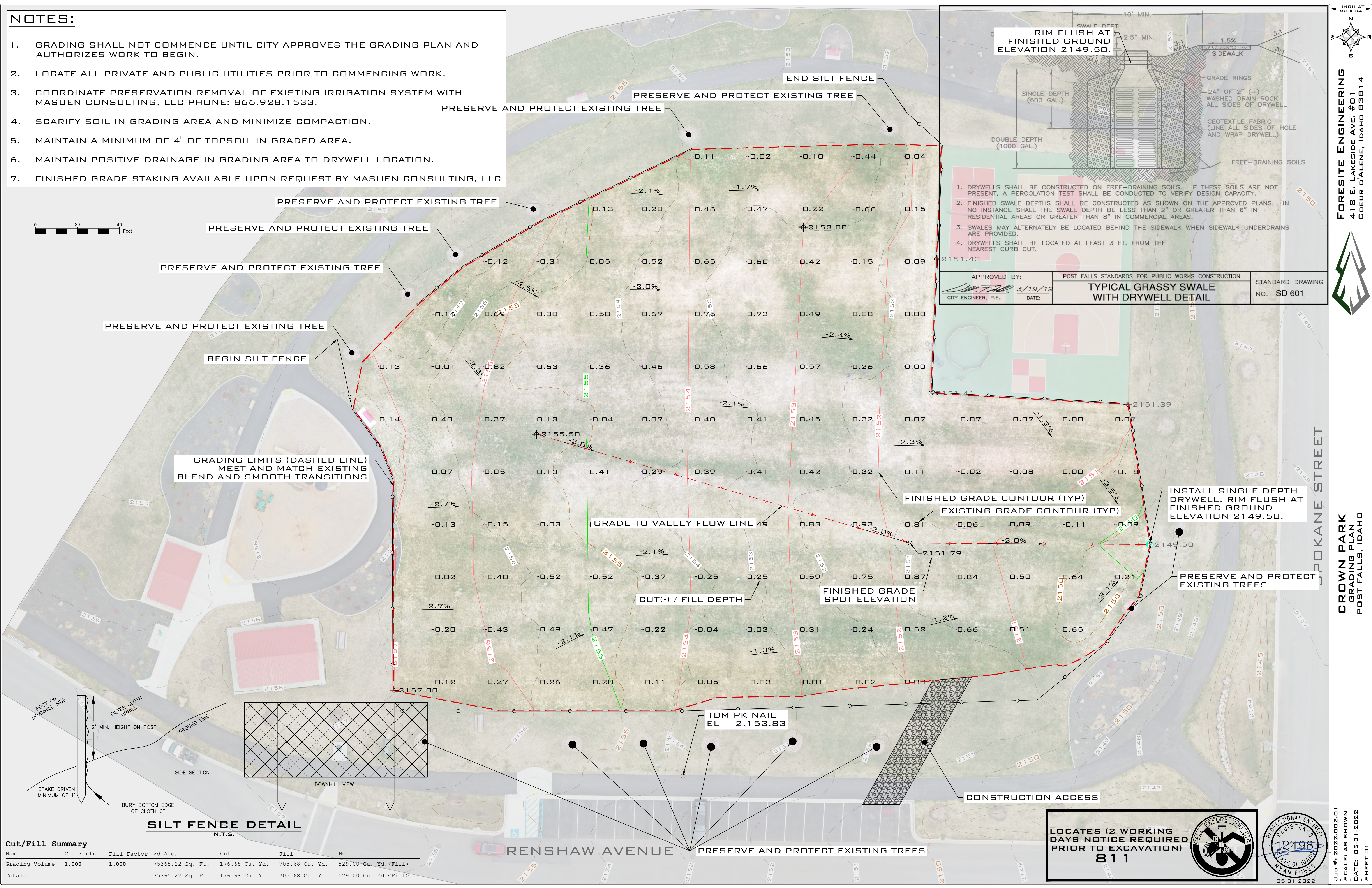
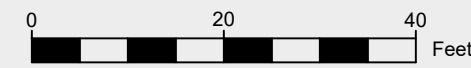
N/A

BUDGET CODE:

N/A

NOTES:

1. GRADING SHALL NOT COMMENCE UNTIL CITY APPROVES THE GRADING PLAN AND AUTHORIZES WORK TO BEGIN.
2. LOCATE ALL PRIVATE AND PUBLIC UTILITIES PRIOR TO COMMENCING WORK.
3. COORDINATE PRESERVATION REMOVAL OF EXISTING IRRIGATION SYSTEM WITH MASUEN CONSULTING, LLC PHONE: 866.928.1533.
4. SCARIFY SOIL IN GRADING AREA AND MINIMIZE COMPACTION.
5. MAINTAIN A MINIMUM OF 4" OF TOPSOIL IN GRADED AREA.
6. MAINTAIN POSITIVE DRAINAGE IN GRADING AREA TO DRYWELL LOCATION.
7. FINISHED GRADE STAKING AVAILABLE UPON REQUEST BY MASUEN CONSULTING, LLC

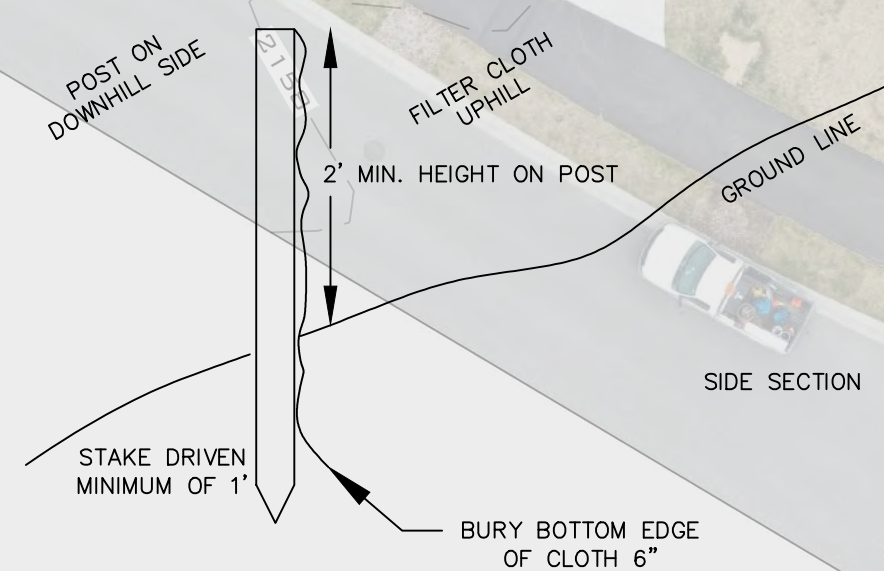


APPROVED BY: *[Signature]* DATE: 3/19/19
 CITY ENGINEER, P.E. POST FALLS STANDARDS FOR PUBLIC WORKS CONSTRUCTION
TYPICAL GRASSY SWALE WITH DRYWELL DETAIL
 STANDARD DRAWING NO. SD 601

1. DRYWELLS SHALL BE CONSTRUCTED ON FREE-DRAINING SOILS. IF THESE SOILS ARE NOT PRESENT, A PERCOLATION TEST SHALL BE CONDUCTED TO VERIFY DESIGN CAPACITY.
2. FINISHED SWALE DEPTHS SHALL BE CONSTRUCTED AS SHOWN ON THE APPROVED PLANS. IN NO INSTANCE SHALL THE SWALE DEPTH BE LESS THAN 2" OR GREATER THAN 6" IN RESIDENTIAL AREAS OR GREATER THAN 8" IN COMMERCIAL AREAS.
3. SWALES MAY ALTERNATELY BE LOCATED BEHIND THE SIDEWALK WHEN SIDEWALK UNDERDRAINS ARE PROVIDED.
4. DRYWELLS SHALL BE LOCATED AT LEAST 3 FT. FROM THE NEAREST CURB CUT.

GRADING LIMITS (DASHED LINE) MEET AND MATCH EXISTING BLEND AND SMOOTH TRANSITIONS

SILT FENCE DETAIL
N.T.S.



Cut/Fill Summary

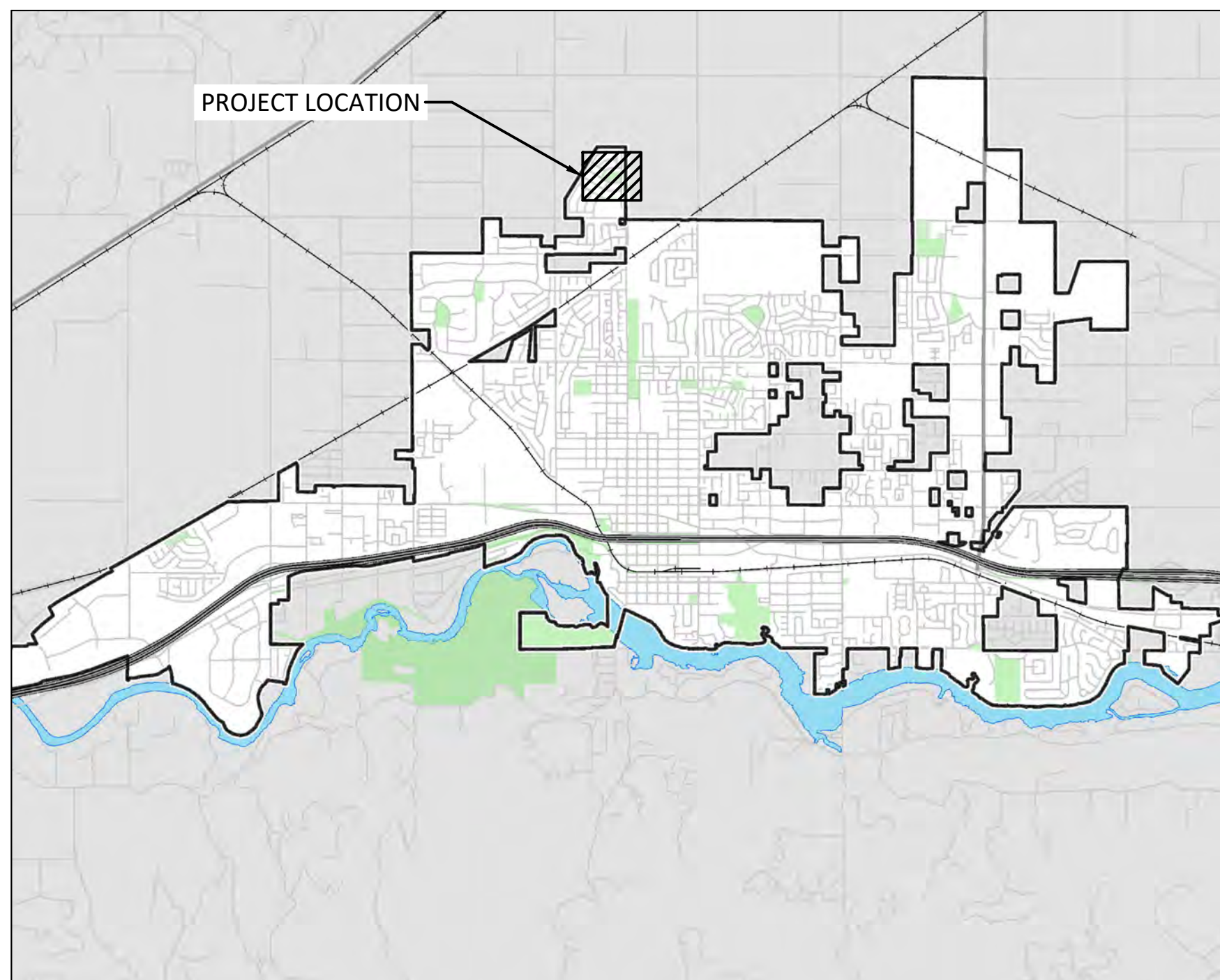
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Grading Volume	1.000	1.000	75365.22 Sq. Ft.	176.68 Cu. Yd.	705.68 Cu. Yd.	529.00-Cu. Yd.<Fill>
Totals			75365.22 Sq. Ft.	176.68 Cu. Yd.	705.68 Cu. Yd.	529.00 Cu. Yd.<Fill>

LOCATES (2 WORKING DAYS NOTICE REQUIRED PRIOR TO EXCAVATION)
811

PROFESSIONAL ENGINEER
 REGISTERED
 STATE OF IDAHO
 RYAN FORBES
 05-31-2022

CROWN POINTE MASS GRADING 8615 N SPOKANE ST

CITY LIMITS:



SITE LOCATION:



PROJECT LOCATION:



CROWN POINTE MASS GRADING

PLAN SET:

PLAN DESCRIPTION	DATE
BID SET	06.02.22

PROJECT OVERVIEW:

RE-GRADE CROWN POINTE LAWN AREA TO ADDRESS SAFETY CONCERNS WITH THE CURRENT SURFACE FLUCTUATIONS.

SHEET INDEX:

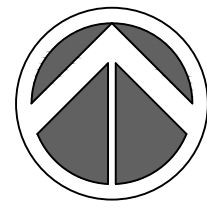
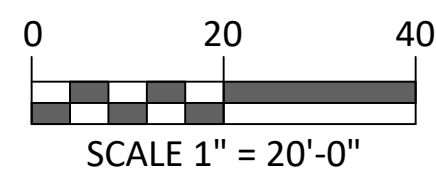
SHEET NO.	SHEET TITLE
C1.0	COVER SHEET
01	GRADING PLAN
02	IRRIGATION AS-BUILT
03	IRRIGATION PLAN
04	DETAILS



C1.0

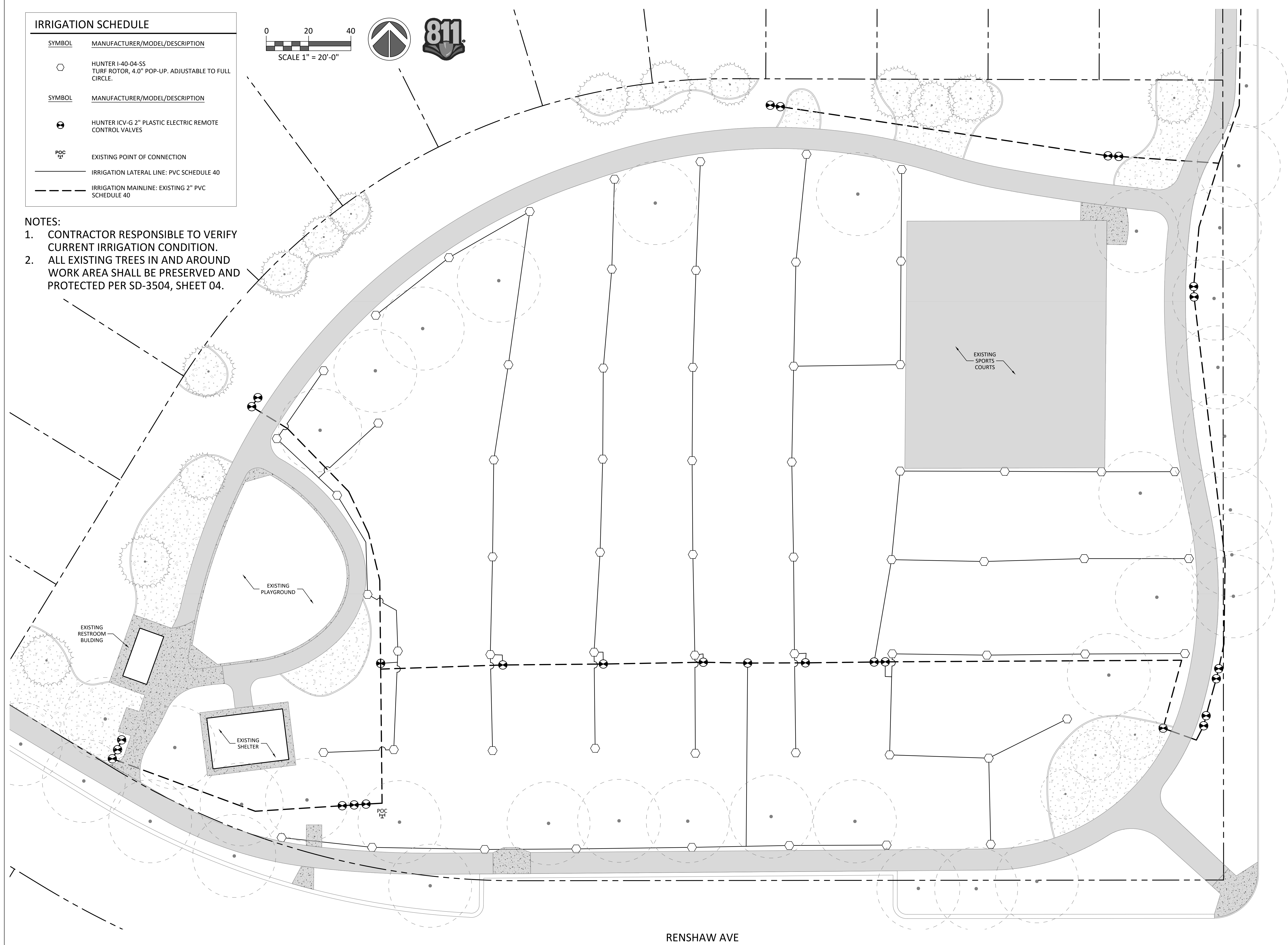
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER I-40-04-SS TURF ROTOR, 4.0" POP-UP. ADJUSTABLE TO FULL CIRCLE.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER ICG-G 2" PLASTIC ELECTRIC REMOTE CONTROL VALVES
	EXISTING POINT OF CONNECTION
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40
	IRRIGATION MAINLINE: EXISTING 2" PVC SCHEDULE 40



NOTES:

1. CONTRACTOR RESPONSIBLE TO VERIFY CURRENT IRRIGATION CONDITION.
2. ALL EXISTING TREES IN AND AROUND WORK AREA SHALL BE PRESERVED AND PROTECTED PER SD-3504, SHEET 04.



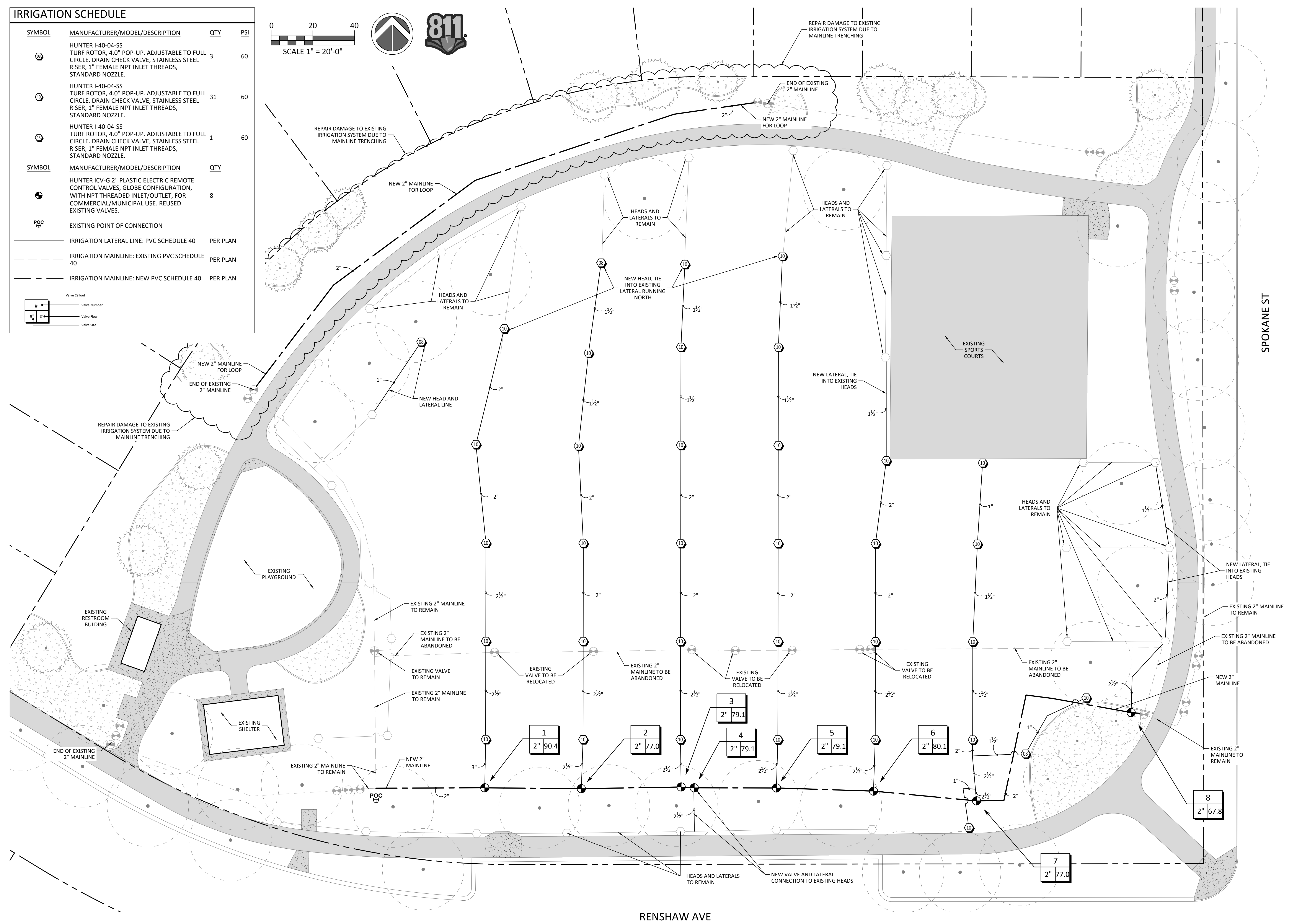
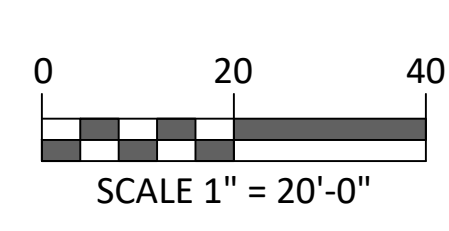
DATE:	06.02.22
REVISIONS	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

SHEET NAME:	IRRIGATION AS-BUILT
DRAWN BY:	RQ
CHECKED BY:	
SHEET:	02

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	HUNTER 1-40-04-SS TURF ROTOR, 4.0" POP-UP, ADJUSTABLE TO FULL CIRCLE, DRAIN CHECK VALVE, STAINLESS STEEL RISER, 1" FEMALE NPT INLET THREADS, STANDARD NOZZLE.	3	60
	HUNTER 1-40-04-SS TURF ROTOR, 4.0" POP-UP, ADJUSTABLE TO FULL CIRCLE, DRAIN CHECK VALVE, STAINLESS STEEL RISER, 1" FEMALE NPT INLET THREADS, STANDARD NOZZLE.	31	60
	HUNTER 1-40-04-SS TURF ROTOR, 4.0" POP-UP, ADJUSTABLE TO FULL CIRCLE, DRAIN CHECK VALVE, STAINLESS STEEL RISER, 1" FEMALE NPT INLET THREADS, STANDARD NOZZLE.	1	60
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	HUNTER ICV-G 2" PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. REUSED EXISTING VALVES.	8	
POC	EXISTING POINT OF CONNECTION		
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40	PER PLAN	
	IRRIGATION MAINLINE: EXISTING PVC SCHEDULE 40	PER PLAN	
	IRRIGATION MAINLINE: NEW PVC SCHEDULE 40	PER PLAN	

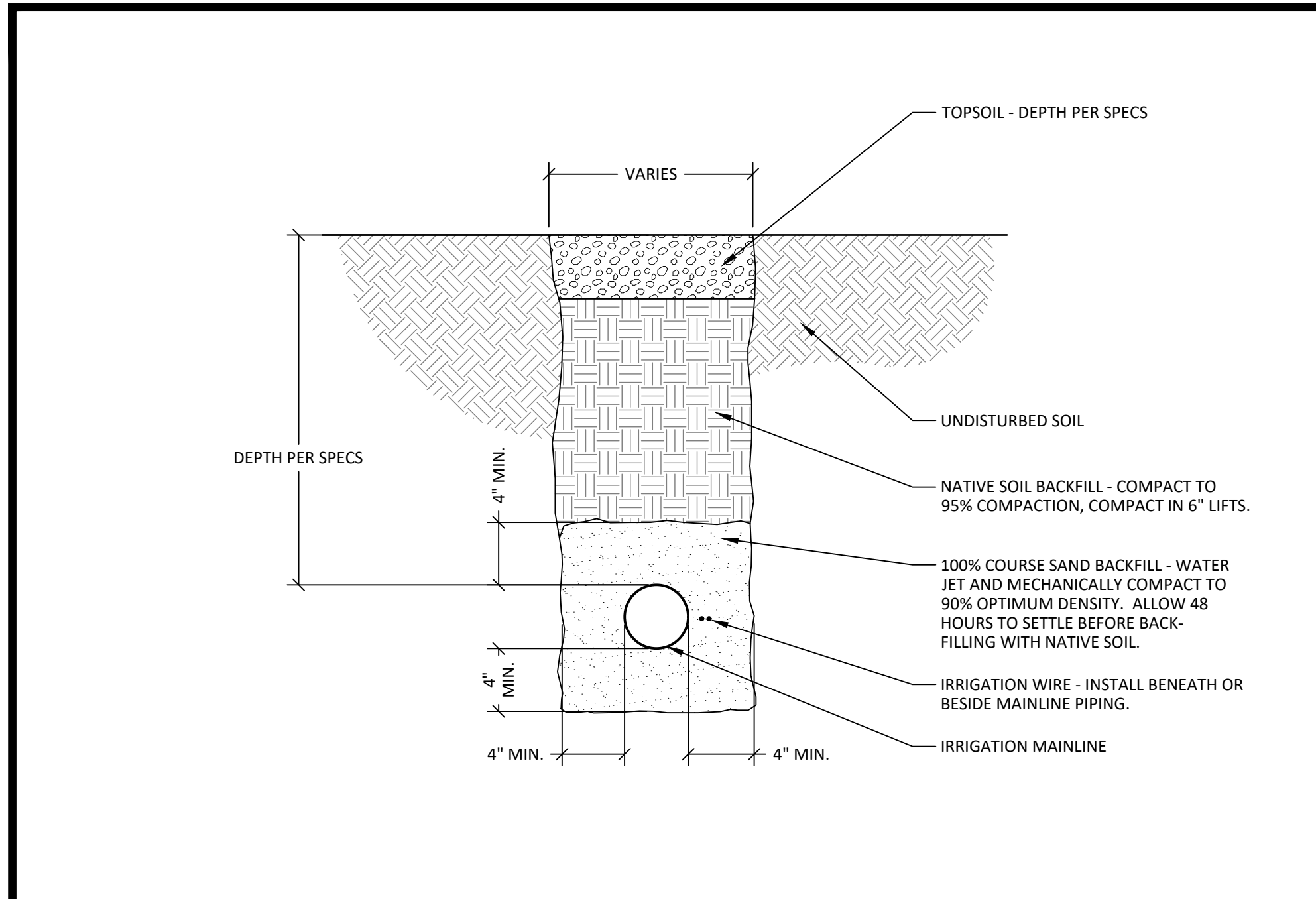
Valve Cutout	Valve Number	Valve Flow	Valve Size
	1	2"	79.1
	2	2"	77.0
	3	2"	79.1
	4	2"	79.1
	5	2"	79.1
	6	2"	80.1
	7	2"	77.0
	8	2"	67.8



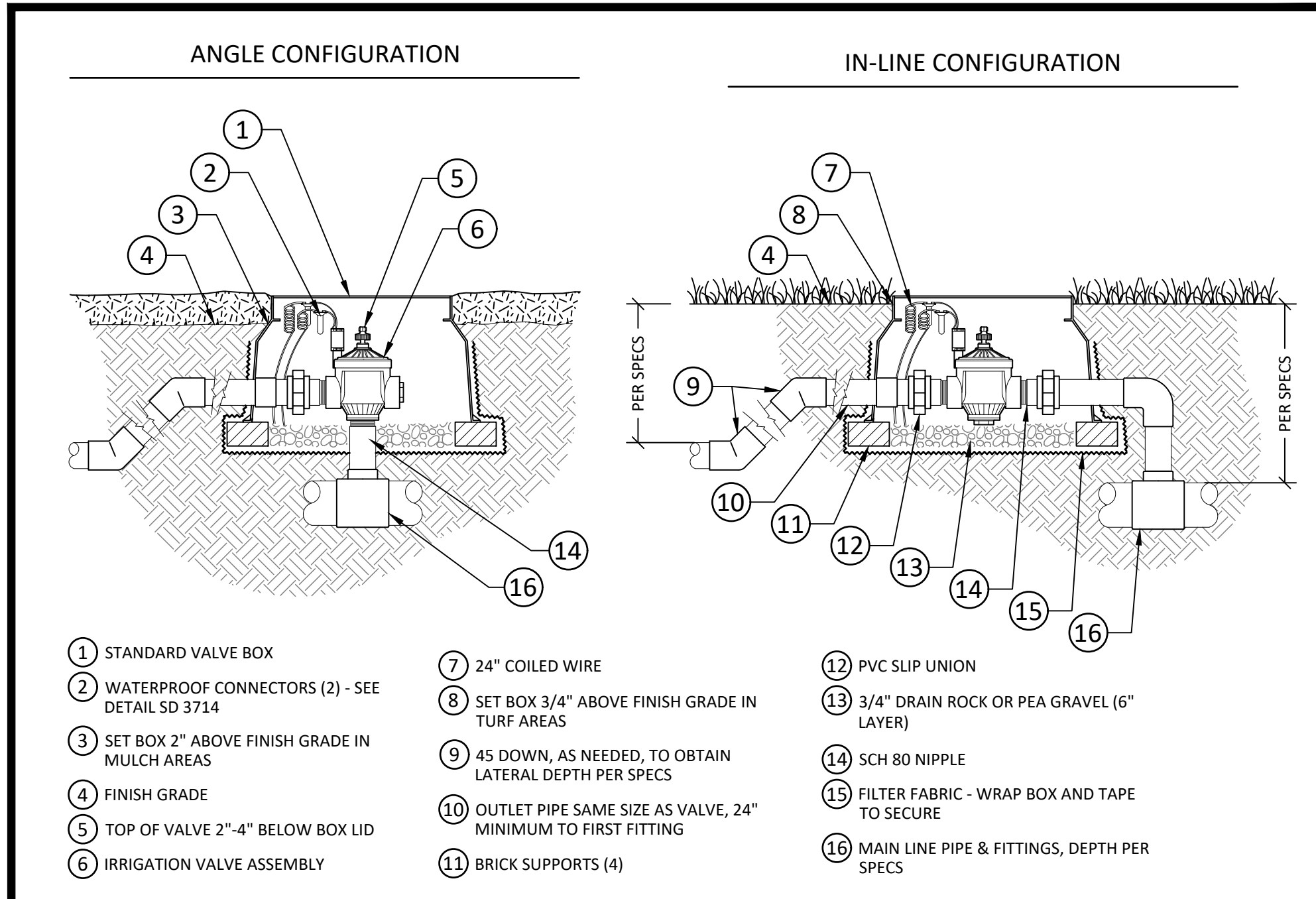
CROWN POINTE GRADING
8615 N SPOKANE ST
IRRIGATION PLAN

DATE:	06.02.22
REVISIONS	
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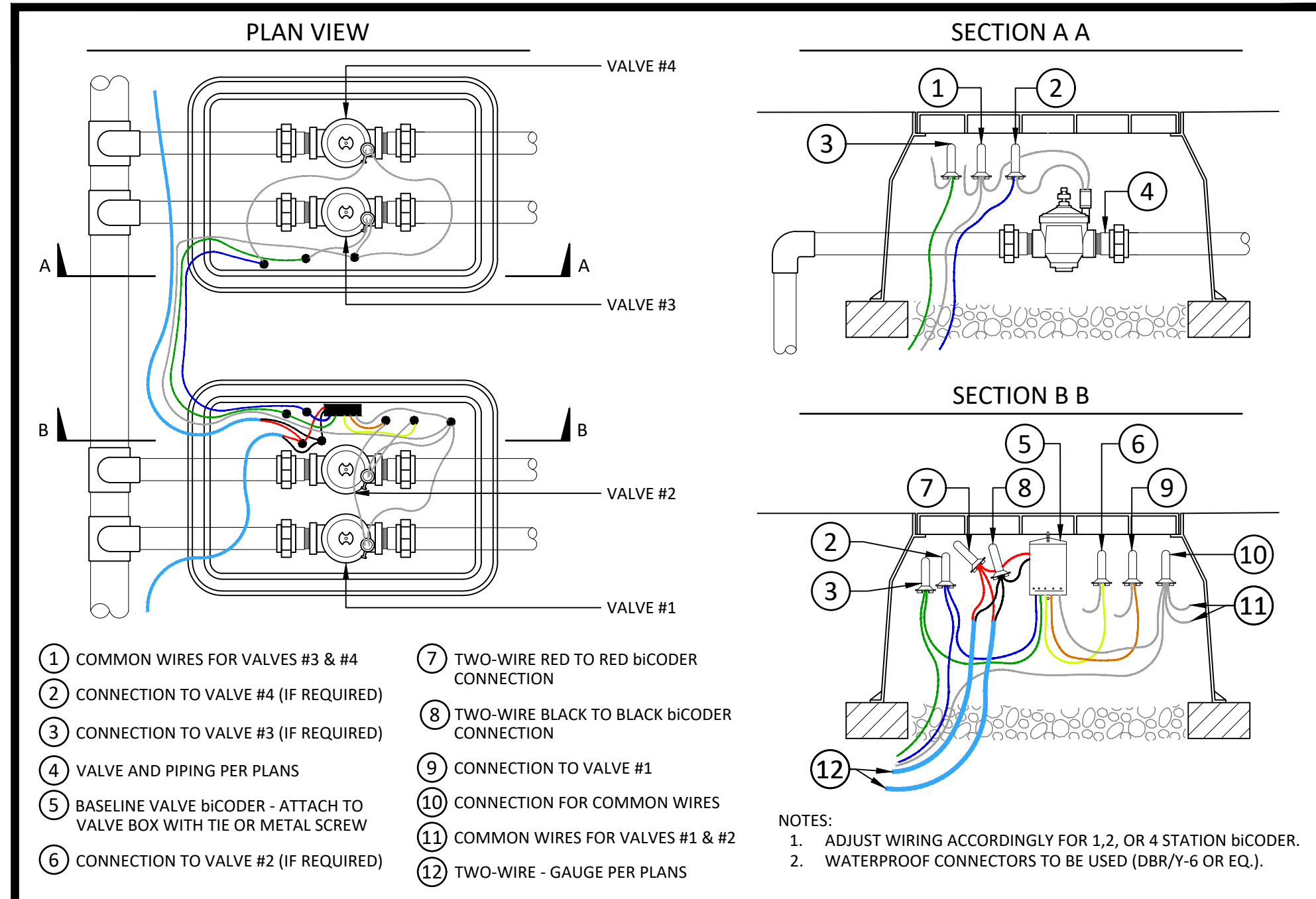
SHEET NAME:	IRRIGATION PLAN
DRAWN BY:	RQ
CHECKED BY:	
SHEET:	



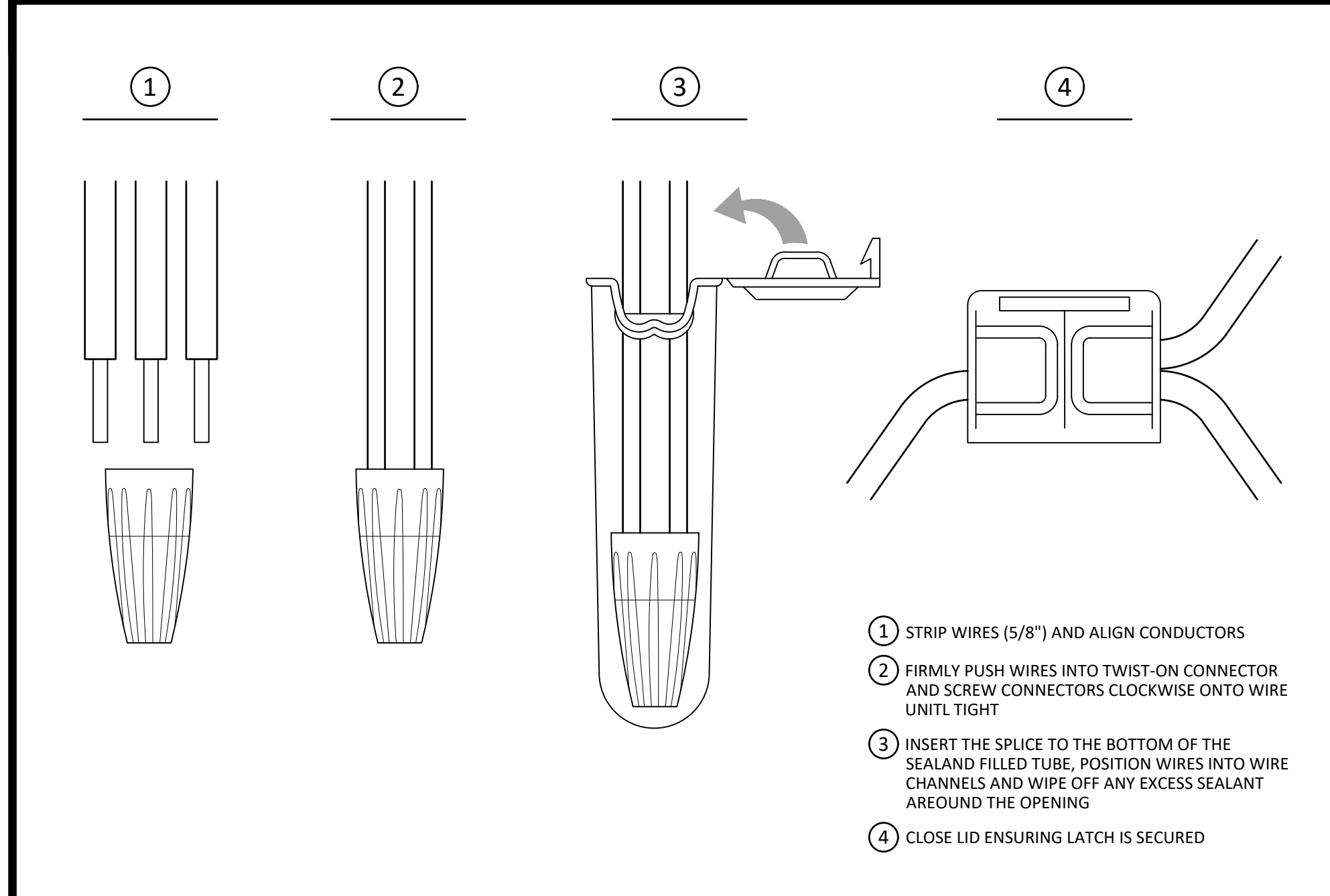
APPROVED BY: *[Signature]* 01/04/21
 PARKS DIRECTOR DATE: POST FALLS STANDARDS FOR PARKS CONSTRUCTION
IRRIGATION MAINLINE TRENCHING
 STANDARD DRAWING NO. SD 3712



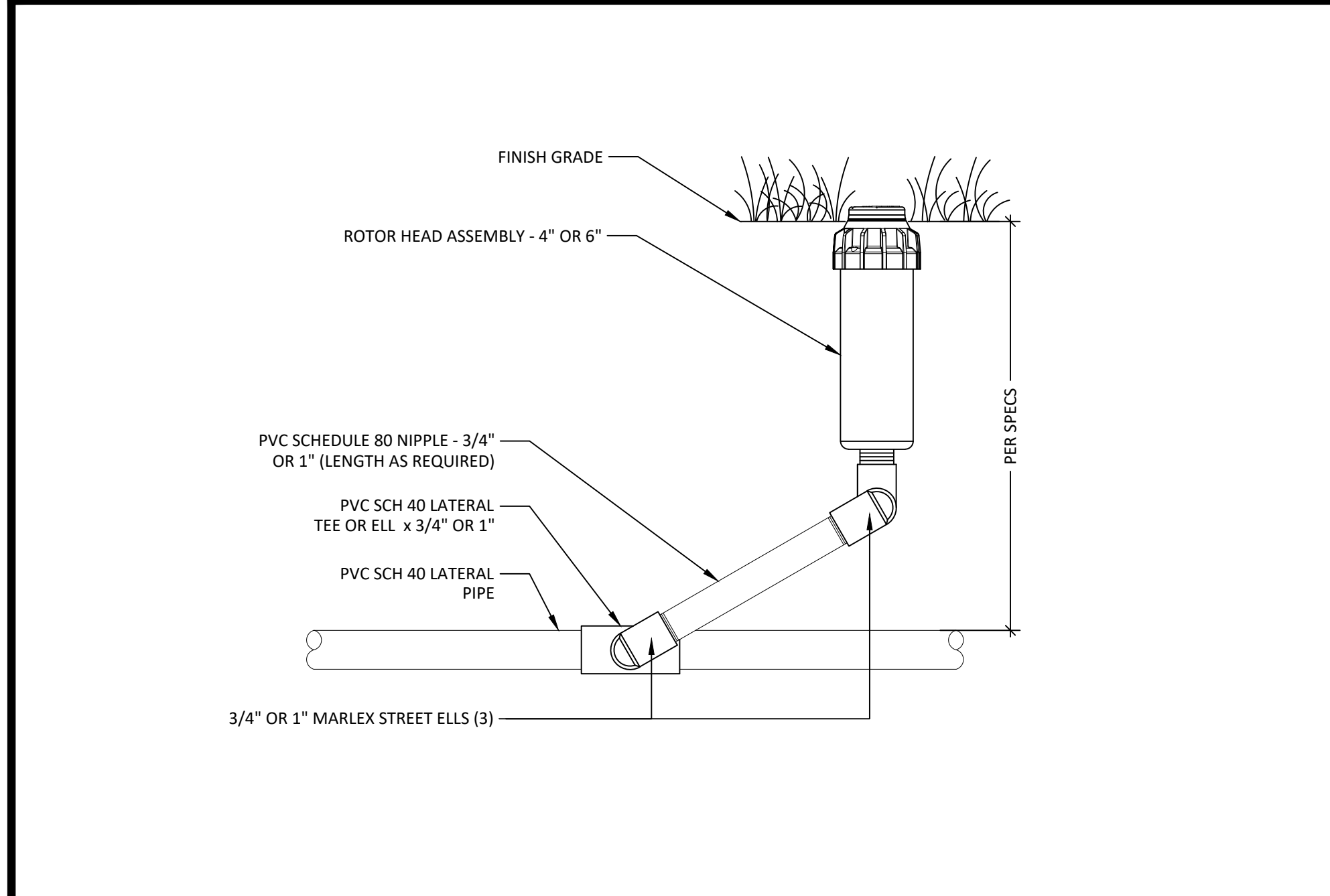
APPROVED BY: *[Signature]* 01/04/21
 PARKS DIRECTOR DATE: POST FALLS STANDARDS FOR PARKS CONSTRUCTION
STANDARD IRRIGATION VALVE INSTALLATION
 STANDARD DRAWING NO. SD 3708



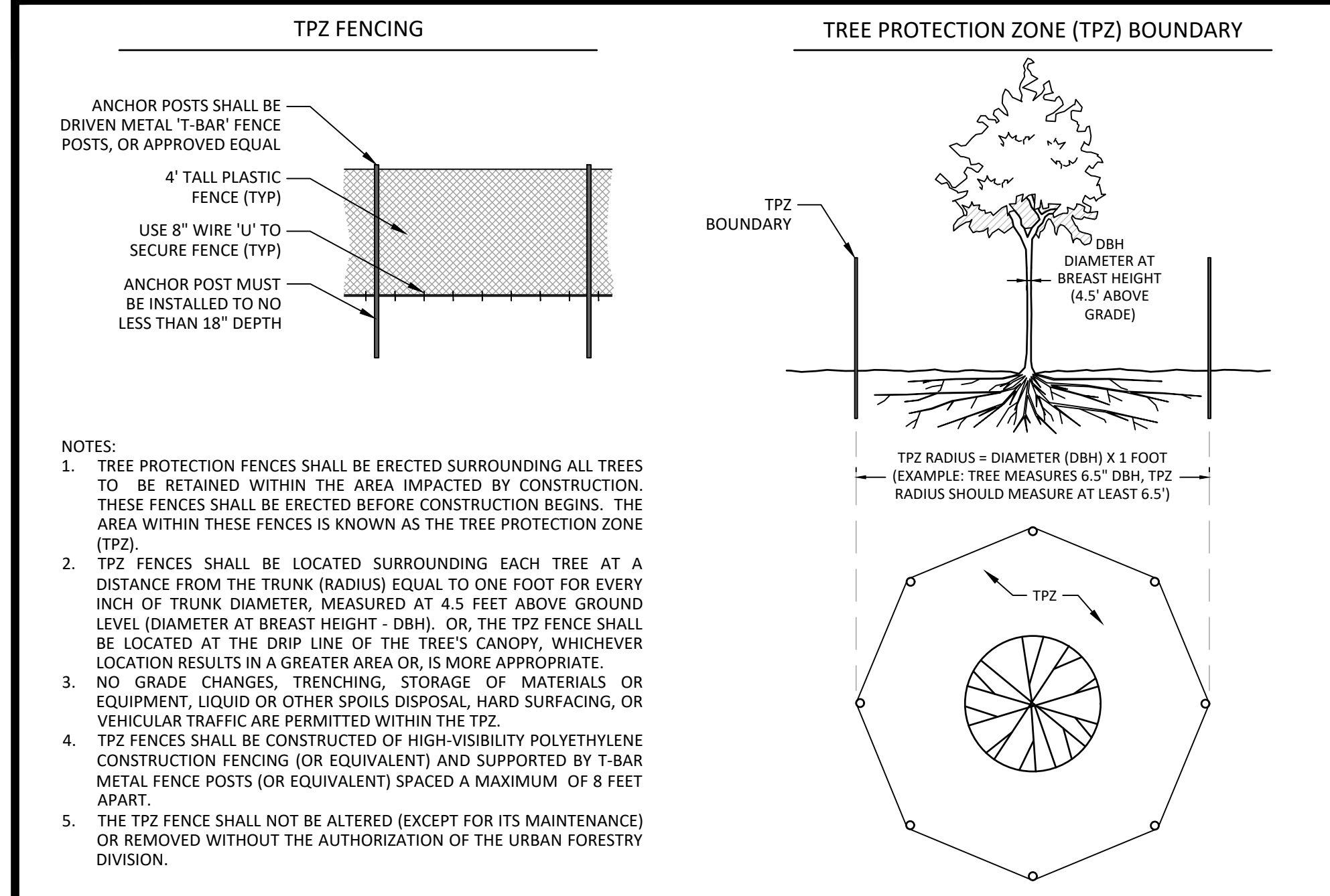
APPROVED BY: *[Signature]* 01/04/21
 PARKS DIRECTOR DATE: POST FALLS STANDARDS FOR PARKS CONSTRUCTION
TWO-WIRE & BICODER INSTALLATION
 STANDARD DRAWING NO. SD 3716



APPROVED BY: *[Signature]* 01/04/21
 PARKS DIRECTOR DATE: POST FALLS STANDARDS FOR PARKS CONSTRUCTION
WIRE SPlice
 STANDARD DRAWING NO. SD 3715



APPROVED BY: *[Signature]* 01/04/21
 PARKS DIRECTOR DATE: POST FALLS STANDARDS FOR PARKS CONSTRUCTION
IRRIGATION ROTOR HEAD INSTALLATION
 STANDARD DRAWING NO. SD 3710



APPROVED BY: *[Signature]* 01/04/21
 PARKS DIRECTOR DATE: POST FALLS STANDARDS FOR PARKS CONSTRUCTION AND R-O-W CONSTRUCTION
TREE PROTECTION
 STANDARD DRAWING NO. SD 3504

- NOTES:
- CONTRACTOR RESPONSIBLE TO VERIFY CURRENT IRRIGATION CONDITION.
 - THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS IS FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHERE POSSIBLE. AVOID ANY CONFLICTS BETWEEN THE SPRINKLER SYSTEM, PLANTING AND ARCHITECTURAL FEATURES.
 - DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED DURING THE DESIGN. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
 - IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE THEMSELVES WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, ETC. THEY SHALL COORDINATE THEIR WORK WITH THE GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS FOR THE LOCATION AND THE INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER ROADWAYS, PAVING, STRUCTURES, ETC.
 - INSTALL VALVE BOXES MINIMUM 12" FROM AND PERPENDICULAR TO WALK, CURB, LAWN, BUILDING OR LANDSCAPE FEATURE. AT MULTIPLE VALVE BOX GROUPS, EACH BOX SHALL BE AN EQUAL DISTANCE FROM THE WALK, CURB, LAWN, ETC. AND EACH BOX SHALL BE MINIMUM 12" APART. SHORT SIDE OF VALVE BOXES SHALL BE PARALLEL TO WALK, CURB, LAWN, ETC.
 - ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE OF THE AREA TO BE IRRIGATED UNLESS OTHERWISE DESIGNATED ON THE PLANS.
 - THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE AND TO PREVENT OVERSPRAY ONTO WALKS, ROADWAYS AND/OR BUILDINGS AS MUCH AS POSSIBLE. THIS SHALL INCLUDE SELECTING THE BEST DEGREE OF ARC TO FIT THE EXISTING SITE CONDITIONS AND TO THROTTLE THE FLOW CONTROL AT EACH VALVE TO OBTAIN THE OPTIMUM OPERATING PRESSURE FOR EACH SYSTEM.
 - WHEN VERTICAL OBSTRUCTIONS (STREET LIGHTS, TREES, FIRE HYDRANTS, ETC.) INTERFERE WITH THE SPRAY PATTERN OF THE HEADS SO AS TO PREVENT PROPER COVERAGE, THE IRRIGATION CONTRACTOR SHALL FIELD ADJUST THE SPRINKLER SYSTEM BY INSTALLING A QUARTER, THIRD OR HALF CIRCLE HEAD AT THE SIDES OF THE OBSTRUCTION SO AS TO PROVIDE PROPER COVERAGE. ALL ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.
 - NOTIFY LANDSCAPE ARCHITECT OF ANY ASPECTS OF LAYOUT THAT WILL PROVIDE INCOMPLETE OR INSUFFICIENT WATER COVERAGE OF PLANT MATERIAL AND DO NOT PROCEED UNTIL FURTHER INSTRUCTIONS ARE OBTAINED.
 - ALL LATERAL PIPING BENEATH PAVED AREAS SHALL BE RAN THROUGH MIN. 4" DIA. SCHEDULE 40 PVC SLEEVE AS SHOWN.
 - INSTALL A NEW BACK-UP BATTERY (IF REQUIRED) IN EACH CONTROLLER TO RETAIN PROGRAM IN MEMORY DURING TEMPORARY POWER FAILURE.
 - OPERATE IRRIGATION CONTROLLER(S) BETWEEN THE HOURS OF 9:00 PM AND 5:00 AM TO MINIMIZE CONFLICTS WITH PEDESTRIANS AND VEHICULAR PARKING OR TRAFFIC.
 - COORDINATE NEW IRRIGATION SYSTEM WITH EXISTING IRRIGATION SYSTEM.
 - FOLLOWING FINAL ACCEPTANCE, SCHEDULE AND PERFORM A "WALK-THROUGH" WITH OWNER/OWNER REPRESENTATIVE TO INSTRUCT AS TO PROPER OPERATION, REPAIR, WINTERIZATION AND START-UP OF IRRIGATION SYSTEM.
 - GUARANTEE TOTAL IRRIGATION SYSTEM FOR ONE-YEAR PERIOD FROM DATE OF FINAL ACCEPTANCE BY OWNER. THIS GUARANTEE TO COVER - MATERIAL, WORKMANSHIP AND 100% HEAD TO HEAD COVERAGE.

ALL EXISTING TREES IN AND AROUND WORK AREA SHALL BE PRESERVED AND PROTECTED



DATE: 06.02.22

REVISIONS
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SHEET NAME:
 DETAILS
 DRAWN BY: RQ
 CHECKED BY:
 SHEET:
04
 SCALE: N/A

NOTICE INVITING BIDS

OWNER: City of Post Falls
408 Spokane St.
Post Falls, ID 83854

Separate sealed BIDS for the construction of: **Crown Pointe Mass Grading Project** will be received at the office of the City Clerk (Shannon Howard), City of Post Falls, located at City Hall, 408 N. Spokane Street, Post Falls, Idaho 83854 until 10:00 a.m., Thursday, July 6th, 2022. Following receipt of bids, they will be publicly opened and read aloud at the Council Chambers, located at City Hall.

Work associated with the proposed project is generally described as follows:

Schedule A – Mass grading and final grading of Crown Pointe Park, modify irrigation system, erosion and sediment control, and seeding of disturbed areas.

Interested bidders may obtain bid documents at <https://www.postfallsidaho.org/your-government/legal-notices/request-for-bids-proposals/>. Electronic documents in PDF format may be downloaded for no cost. To automatically receive addenda, bidders must request bid documents by emailing Bmyers@postfallsidaho.org. BID DOCUMENTS will be made available after 12 p.m., Wednesday, June 22nd, 2022.

A BID GUARANTY of 5 percent of the BID AMOUNT is required. Separate PERFORMANCE AND PAYMENT BONDS each in the amount of 100 percent of the CONTRACT AMOUNT will be required. Each bidder must supply all the information required by the Bid Documents and Specifications.

This Project is not financed by Federal Aid Funds. All contractor, subcontractor, or specialty contractor shall be required to have a current license as a Public Works Contractor in the State of Idaho in order to submit a bid or proposal on this project.

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all applicants that it will affirmatively ensure that in any contract entered into pursuant to the advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit offers in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

All prospective bidders are directed to the Instructions for Bidders for discussion of Bid policies, procedures, and requirements. The Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the successful Bidder, and the right to disregard all non-conforming, non-responsive or conditional Bids.

All questions shall be directed to Bryan Myers at the City of Post Falls, (208) 773.8147, bmyers@postfallsidaho.org

Owner: City of Post Falls
Bryan Myers, Parks and Recreation

PUBLICATION DATE:
Wednesday, June 22, 2022
Wednesday, July 6, 2022

CITY OF POST FALLS
AGENDA REPORT
New Business
MEETING DATE: 6/21/2022

DATE: 6/10/2022 2:09 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Craig Borrenpohl, Utility Manager
SUBJECT: Proposed Update to Post Falls Code Chapter 13.20 Wastewater Discharge Restrictions

ITEM AND RECOMMENDED ACTION:

City Council review and comment on the proposed Post Falls Code Chapter 13.20 Wastewater Discharge Restrictions. An Ordinance will be brought back before City Council for adoption at a future meeting.

DISCUSSION:

The Idaho Department of Environmental Quality (IDEQ) recently reviewed the City of Post Falls Industrial Pretreatment Program for compliance with State and Federal requirements. IDEQ made several recommendations to ensure municipal code accurately reflects program administrative procedures. In summary, the Code has been modified to allow for monitoring waivers and reduced compliance reporting. A required modification to the Code has also been made to ensure industrial dischargers are immediately reporting slug or accidental discharges to the City.

Monitoring waivers are a useful tool a control authority may use to ensure sampling and reporting are no more burdensome to a business than necessary to protect the publicly owned treatment works. The modified code would allow industrial users to request a waiver for certain pollutants and show through an industrial process review or sampling data the pollutant would not reasonably be found in process water from the facility. City staff would review any request and, if granted, monitoring may be reduced for the specified pollutants. This often results in lower sampling costs and fewer sampling errors.

Reduced compliance reporting also allows for flexibility in administering the pretreatment program by allowing staff to reduce the compliance reporting frequency to once per year where appropriate for lower volume and low risk users. Existing code requires reporting at a frequency not less than semi-annually.

Protecting the Water Reclamation Facility from discharges which may harm the treatment process or cause a violation of discharge limits will remain the primary focus of administering the industrial pretreatment program. Monitoring waivers and reduced compliance reporting are allowed in Federal and State regulations. Adopting the changes to allow for their use in the City will allow for an efficient program which does not unnecessarily burden our industrial users but remains protective of our treatment works.

Finally, a specific prohibited discharge for Hazardous Waste was added to 13.20.050 to account for recent requirements from EPA to prevent health care industries from discharging hazardous pharmaceuticals into the wastewater collection system.

The presented final code has been reviewed by IDEQ and the City's legal staff to ensure the modifications capture the recommended changes and the code meets new formatting standards.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ORDINANCE NO. [Category]

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

WHEREAS, after recommendation of the Public Works Department on the hereinafter amendments, the Mayor and City Council deem it to be in the best interests of the citizens of the city of Post Falls that the following be adopted.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the city of Post Falls as follows:

SECTION 1. That Post Falls Municipal Code Title 13, Chapter 20, entitled Wastewater Discharge Restrictions, is repealed and a new Title 13, Chapter 20, entitled Wastewater Discharge Restrictions, is adopted as follows:

Chapter 13.20

WASTEWATER DISCHARGE RESTRICTIONS

13.20.010: PURPOSE:

This chapter sets forth uniform requirements for users of the *Publicly Owned Treatment Works (POTW)* for the city of Post Falls and enables the city to comply with all applicable State and Federal laws, including the *Clean Water Act* and the *General Pretreatment Regulations*. The objectives of this chapter are:

- A. To prevent the introduction of *Pollutants* into the *POTW* that will interfere with the operation of the *POTW*;
- B. To prevent the introduction of *Pollutants* into the *POTW* which will *Pass Through* the *POTW*, inadequately treated, into receiving waters or otherwise be incompatible with the *POTW*;
- C. To ensure that the quality of the *Wastewater Treatment Plant* sludge is maintained at a level which allows its use and disposal in compliance with applicable statutes and regulations;
- D. To protect *POTW* personnel who may be affected by *Wastewater* and sludge in the course of their employment and to protect the general public; and
- E. To improve the opportunity to recycle and reclaim *Wastewater* and sludge from the *POTW*.

This chapter shall apply to all *Industrial Users* of the *POTW*, as defined in this chapter.

13.20.020: ADMINISTRATION:

Except as otherwise provided herein, the *Director* is authorized to administer, implement, and enforce the provisions of this chapter. Any authority granted to the *Director* may be delegated by the *Director* to other city personnel.

13.20.030: DEFINITIONS:

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated.

ACT (or "THE ACT"). The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251 et seq. .

APPLICABLE PRETREATMENT STANDARDS. For any specified pollutant, city prohibitive standards, city specific pretreatment standards (local limits), State of Idaho pretreatment standards, or EPA's Categorical Pretreatment Standards (when effective), whichever standard is most stringent.

APPROVAL AUTHORITY. Idaho Department of Environmental Quality.

AUTHORIZED REPRESENTATIVE OF THE INDUSTRIAL USER.

(1) If the Industrial User is a corporation:

(a) The president, secretary, treasurer, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operation facilities,

provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the Industrial User is a partnership or sole proprietorship: a general partner or proprietor, respectively;

(3) If the Industrial User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(4) The individuals described in paragraphs (1) through (3) above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the city.

BEST MANAGEMENT PRACTICES (BMPs). Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the general and specific prohibitions listed in Section 13.20.050 of this chapter. BMPs may also include, but are not limited to, treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. BMPs shall be considered local limits and Pretreatment Standards for the purposes of this chapter and 40 CFR 403.5(c)(4).

BIOCHEMICAL OXYGEN DEMAND (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at twenty degrees Celsius (20°C), usually expressed as a concentration [milligrams per liter (mg/L)].

CATEGORICAL PRETREATMENT STANDARD OR CATEGORICAL STANDARD. Any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. 1317) which applies to a specific category of Industrial Users and which appears in 40 CFR Chapter I, Subchapter N, Parts 405-471.

CATEGORICAL INDUSTRIAL USER. An Industrial User regulated by one or more of EPA's Categorical Pretreatment Standards.

CLEAN WATER ACT. (See definition of Act)

COMPOSITE SAMPLE. The sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

COOLING WATER, NON-CONTACT. Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product. Non-contact cooling water may be generated from any use, such as air conditioning, heat exchangers, cooling, or refrigeration to which the only pollutant added is heat.

DIRECTOR. The person designated by the city to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this chapter, the Director of Public Works, or a duly authorized representative.

DOMESTIC SOURCE. A source of domestic (sanitary) wastewater from residential sources including but not limited to wastewater from kitchen, bath and laundry facilities; or wastewater from the personal sanitary conveniences (toilets, showers, bathtubs, drinking fountains, noncommercial sinks and similar structures) of commercial, industrial, or institutional buildings, provided that the wastewater exhibits characteristics that are similar to those of wastewater from normal residential activities.

GENERAL PRETREATMENT REGULATIONS. The regulations contained in 40 CFR Part 403.

GRAB SAMPLE. An individual sample of at least 150 mL collected over a period not exceeding 15 minutes.

INDIRECT DISCHARGE OR DISCHARGE. The introduction of pollutants into the POTW from any non-domestic source regulated under Section 307(b), (c), or (d) of the Act.

INDUSTRIAL USER. A source of Indirect Discharge.

INTERFERENCE. A discharge which, alone or in conjunction with a discharge or discharges from other sources, both: (1) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and (2) therefore is a cause of a violation of any requirement of the POTW's IPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act, or more stringent State or local regulations.

MAXIMUM ALLOWABLE DISCHARGE LIMIT. The maximum concentration or loading of a pollutant allowed under Section 13.20.080 of this chapter to be discharged.

MEDICAL WASTES. Isolation wastes, infectious agents, human blood and blood products,

pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

NEW SOURCE.

(1) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed Categorical Pretreatment Standards under 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that, provided that:

(a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(c) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting criteria (1)(b) or (c) above in this definition of New Source, but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a New Source has commenced if the owner or operator has:

(a) Begun, or caused to begin as part of a continuous on-site construction program:

(i) any placement, assembly, or installation of facilities or equipment; or

(ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

PASS THROUGH. A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's IPDES permit (including an increase in the magnitude or duration of a violation).

PERMITTEE. A person or industrial user issued a wastewater discharge permit.

PERSON. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, or local governmental entities.

PH (or pH). A measure of the acidity or alkalinity of a substance, expressed in standard units.

POLLUTANT. Any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 USC 2011 *et seq.*)), heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural waste discharged into water.

PRETREATMENT. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

PRETREATMENT REQUIREMENT. Any substantive or procedural requirement related to pretreatment imposed on an industrial user, other than a National Pretreatment Standard.

PRETREATMENT STANDARD, NATIONAL PRETREATMENT STANDARD, OR STANDARD. Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307 (b) and (c) of the Act, which applies to Industrial Users. This term includes prohibitive discharge limits established pursuant to 40 CFR 403.5.

PROHIBITED DISCHARGE STANDARDS OR PROHIBITED DISCHARGES. Absolute prohibitions against the discharge of certain substances, which appear in Section 13.20.050 of this chapter.

PUBLICLY OWNED TREATMENT WORKS (POTW). A treatment works as defined by section 212 of the Act, which is owned by a State or municipality (as defined by section 502(4) of the Act). The term also means the city having jurisdiction over the indirect discharges to and the discharges from such a treatment works.

SEPTIC TANK AND CHEMICAL TOILET WASTE. Any sewage from holding tanks such as

vessels, chemical toilets, recreational vehicles, campers, trailers, and septic tanks.

SEWAGE. A combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface and storm waters as may be present. "Wastewater" and "sewage" are synonymous and interchangeable.

SEWER. Any pipe, conduit, or other device used to collect and transport sewage from the generating source.

SIGNIFICANT INDUSTRIAL USER.

(1) Except as provided in paragraphs (2) and (3) of this section, the term Significant Industrial User means:

(a) All Industrial Users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR chapter I, subchapter N; and

(b) Any other Industrial User that: discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater); contributes a process wastestream which makes up 5 percent or more of the average dry weather hydraulic or organic capacity of the POTW; or is designated as such by the POTW on the basis that the Industrial User has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or requirement (in accordance with 40 CFR 403.8(f)(6)).

(2) The POTW may determine that an Industrial User subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR chapter I, subchapter N is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:

(a) The Industrial User, prior to the POTW's finding, has consistently complied with all applicable Categorical Pretreatment Standards and Requirements;

(b) The Industrial User annually submits the certification statement required in 40 CFR 403.12(q) together with any additional information necessary to support the certification statement; and

(c) The Industrial User never discharges any untreated concentrated wastewater.

(3) Upon a finding that an Industrial User meeting the criteria in paragraph (1)(b) of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standards or requirement, the POTW may at any time, on its own initiative or in response to a petition received from an Industrial User or POTW, and in accordance with 40 CFR 403.8(f)(6), determine that such Industrial User is not a Significant Industrial User.

SLUG LOAD. Any discharge at a flow rate or concentration which could cause a violation of the discharge standards in Sections 13.20.050 through 13.20.080 of this chapter, or any discharge of a non-routine, episodic nature, including but not limited to, an accidental spill or a non-customary batch discharge.

SOLID WASTE DISPOSAL ACT. The regulations in 42 U.S.C 6901, et seq.

STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE. A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

STORM WATER. Any flow occurring during or following any form of natural precipitation and resulting from such precipitation.

TOTAL SUSPENDED SOLIDS (TSS). The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering in accordance with procedures approved in 40 CFR 136, as amended.

WASTEWATER. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

WASTEWATER DISCHARGE PERMIT (INDUSTRIAL WASTEWATER DISCHARGE PERMIT, DISCHARGE PERMIT). An authorization or equivalent control document issued by the city to Industrial Users discharging wastewater to the POTW. The permit may contain appropriate Pretreatment Standards and requirements as set forth in this chapter.

WASTEWATER TREATMENT PLANT OR TREATMENT PLANT. That portion of the POTW which is designed to provide treatment of municipal wastewater.

The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

The use of the terms “must”, “shall”, and “will” indicate a mandatory requirement while the word "may" indicates permissive discretion may be used.

13.20.040: ABBREVIATIONS:

The following abbreviations shall have the designated meanings:

ASPP	Accidental Spill Prevention Plan
BMP	Best Management Practice
BOD	Biochemical Oxygen Demand
CFR	Code of Federal Regulations
EPA	U.S. Environmental Protection Agency

GPD	gallons per day
IDEQ	Idaho Department of Environmental Quality
L	liter
LEL	Lower Explosive Limit
mg/L	milligrams per liter
IPDES	Idaho Pollutant Discharge Elimination System
O&M	Operation and Maintenance
POTW	Publicly Owned Treatment Works
RCRA	Resource Conservation and Recovery Act
SIC	Standard Industrial Classifications
SIU	Significant Industrial User
SWDA	Solid Waste Disposal Act
TRC	Technical Review Criteria
TSS	Total Suspended Solids
USC	United States Code

13.20.050: PROHIBITED DISCHARGE STANDARDS:

A. General Prohibitions:

1. No *Person* shall introduce or cause to be introduced into the *POTW* any *Pollutant* or *Wastewater* which causes *Pass Through* or *Interference*. These general prohibitions apply to all *Industrial Users* of the *POTW* whether or not they are subject to *Categorical Pretreatment Standards* or any other National, State, or local *Pretreatment Standards* or requirements.
2. Surface water and all other drainage shall be *Discharged* to such *Sewers* as are specifically designated as storm *Sewers*, or to surface water system components whether private or public in accordance with Title 13, Chapter 44 of this code.

B. Specific Prohibitions: No *Person* shall introduce or cause to be introduced into the *POTW* the following *Pollutants*, substances, or *Wastewater*:

1. *Pollutants* which create a fire or explosive hazard in the *POTW*, including, but not limited to, wastestreams with a closed-cup flash point of less than one hundred forty degrees Fahrenheit (140°F) (60°C) using the test methods specified in 40 CFR 261.21;
2. *Wastewater* having a *pH* less than six (6) or more than ten (10), or otherwise causing corrosive structural damage to the *POTW* or equipment;
3. Solid or viscous substances in amounts which will cause obstruction of the flow in the *POTW* resulting in *Interference* but in no case industrial *Discharges* with solids greater than one-half inch (1/2") in any dimension;
4. *Pollutants*, including oxygen-demanding *Pollutants* (*BOD*, etc.), released in a *Discharge*

at a flow rate and/or *Pollutant* concentration which, either singly or by interaction with other *Pollutants*, will cause *Interference* with the *POTW*;

5. *Wastewater* having a temperature which will inhibit biological activity in the *Treatment Plant* resulting in *Interference*, but in no case *Wastewater* which causes the temperature at the introduction into the *Treatment Plant* to exceed one hundred four degrees Fahrenheit (104°F) (40°C);
6. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause *Interference* or *Pass Through*;
7. *Pollutants* which result in the presence of toxic gases, vapors, or fumes within the *POTW* in a quantity that may cause acute worker health and safety problems;
8. Trucked or hauled *Pollutants*, except at *Discharge* points designated in writing by the *Director*;
9. Noxious or malodorous liquids, gases, solids, or other *Wastewater* which either singly or by interaction with other wastes are sufficient to create a public nuisance or a hazard to life or health, or to prevent entry into the *Sewers* for maintenance or repair;
10. *Wastewater* containing any radioactive wastes or isotopes except as specifically approved by the *Director* in compliance with applicable local, state or federal regulations;
11. *Industrial User* sources of *Storm Water*, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, *Non-Contact Cooling Water*, and unpolluted *Wastewater*, unless specifically authorized in writing by the *Director*;
12. Any sludges, screenings, or other residues from the *Pretreatment* of industrial wastes or from industrial processes;
13. *Medical Wastes* that may cause or contribute to *Pass Through*, *Interference*, or violate any *Pretreatment Standard* or Requirement;
14. *Wastewater* causing, alone or in conjunction with other sources, the *Treatment Plant's* effluent to fail a Whole Effluent Toxicity (WET) test required by the city's IPDES permit;
15. Detergents, surface-active agents, or other substances which cause excessive foaming, inhibition, or *Pass Through* in the *POTW*;
16. Any liquids, solids, or gases which by reason of their nature or quantity are or may be sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the *POTW* or to the operation of the *POTW*. At no time shall two (2) successive readings on an explosion meter, at the point of *Discharge* into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limit (LEL) of the meter;
17. Grease, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails,

whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dusts, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes;

18. Any substance which will cause the *POTW* to violate its IPDES and/or other disposal system permits;
19. The contents of any tank or other vessel owned or used by any *Person* in the business of collecting or pumping *Sewage*, effluent, *Septic Tank and Chemical Toilet Waste*, or other *Wastewater* unless said *Person* has first obtained written authorization from the *Director* and complied with the testing and other requirements specified by the *Director*;
20. Pesticides in concentrations exceeding the water quality standards of the State of Idaho, IDAPA 58.01.02;
21. *Sewage* sludge, except in accordance with the city's IPDES permit, providing that it specifically allows the *Discharge* to surface waters of *Sewage* sludge *Pollutants*;
22. A *Slug Load* as defined in Section 13.20.030 of this chapter;
23. Any *Pollutant* directly into a utility access hole or other opening in the *POTW* unless specifically authorized by the *Director* or otherwise permitted under this chapter;
24. Water containing PCBs in excess of 3 µg/L;
25. Hazardous Waste: Any hazardous waste as defined in rules published by the state of Idaho or in 40 CFR 261, including hazardous waste mixed with domestic waste under EPA's domestic sewage exemption (DSE) rule through direct or indirect connections to the wastewater collection system.

Pollutants, substances, or *Wastewater* prohibited by this section shall not be processed or stored in such a manner that they could be *Discharged* to the *POTW*.

13.20.060: FEDERAL CATEGORICAL *PRETREATMENT* STANDARDS:

All *Industrial Users* subject to a *Categorical Pretreatment Standard* must comply with all requirements of such standard and must also comply with any limitations contained in this chapter. Where the same *Pollutant* is limited by more than one *Pretreatment Standard*, the limitations which are more stringent shall prevail. Compliance with *Categorical Pretreatment Standards* must be in the timeframe specified in the applicable *Categorical Pretreatment Standard*.

13.20.070: STATE REQUIREMENTS:

All *Industrial Users* must meet the applicable state requirements and limitations, if any, on *Discharges* to the *POTW* when those limitations are more stringent than federal requirements and limitations or those in this chapter.

13.20.080: LOCAL LIMITS:

The following *Pollutant* limits are established to protect against *Pass Through* and *Interference*. No *Industrial User* shall *Discharge Wastewater* containing *Pollutant* levels in excess of the following daily *Maximum Allowable Discharge Limits*. No permit shall be issued which causes the net permitted *Industrial User* loading to exceed the Maximum Allowable Industrial Loading (MAIL).

Parameter	Concentration (mg/L) Daily Maximum Limit
Ammonia, monthly average	Case-by-Case
Ammonia, daily maximum	Case-by-Case
CBOD, monthly average	Case-by-Case
CBOD, daily maximum	Case-by-Case
TSS, monthly average	Case-by-Case
TSS, daily maximum	Case-by-Case
Phosphorus, monthly average	Case-by-Case
Phosphorus, daily maximum	Case-by-Case
Arsenic	0.123
Cadmium	0.066
Chromium	1.953
Copper	0.651
Cyanide	0.768
Lead	0.088
Mercury	0.070
Silver	0.149
Zinc	0.251

The local limits in the above section apply at the point where the *Wastewater* is *Discharged* to the *POTW* (end of the pipe). All concentrations for metallic substances are for "total" metal unless indicated otherwise. The *Director* may impose mass limitations in addition to, or in place of, the concentration-based limitations above upon a written finding by the *Director* that such mass limitations are warranted to meet the purpose of this chapter or as provided in Section 13.20.100. Where an *Industrial User* is subject to a *Categorical Pretreatment Standard* and a local limit for a given *Pollutant*, the more stringent limit or *Applicable Pretreatment Standard* shall apply.

Whenever determined appropriate, the *Director* may develop *Best Management Practices (BMPs)* for general application, in individual *Discharge Permits* or general *Discharge Permits*, to implement local limits and the requirements of this chapter and require documentation of

compliance. Failure to follow such requirements is a violation of this chapter.

13.20.090: SPECIAL AGREEMENT:

The *Director* is authorized to enter into special agreements with *Industrial Users* setting out special terms under which they may *Discharge* to the *POTW*. In no case will a special agreement waive compliance with a *Categorical Pretreatment Standard* or federal *Pretreatment* requirement. However, *Industrial Users* may request a net/gross adjustment to a *Categorical Standard* in accordance with 40 CFR 403.15. They may also request a deviation from the *Categorical Pretreatment Standard* from the *Approval Authority* in accordance with 40 CFR 403.13 or any superseding amendments thereto.

13.20.100: DILUTION:

No *Industrial User* shall increase the use of process water, or in any way attempt to dilute a *Discharge*, as a partial or complete substitute for adequate treatment to achieve compliance with an *Applicable Pretreatment Standard* or requirement unless expressly authorized by an *Applicable Pretreatment Standard* or requirement. The *Director* may impose mass limitations on *Industrial Users* which, based on facility inspections, records, or other evidence they find, are using dilution to meet *Applicable Pretreatment Standards* or requirements, or in other cases when the imposition of mass limitations is appropriate.

13.20.110: PRETREATMENT FACILITIES:

Industrial Users must provide necessary *Wastewater* treatment as required to comply with this chapter and must achieve compliance with all *Applicable Pretreatment Standards* and requirements set out in this chapter within the time limitations specified by the EPA or the city, whichever is more stringent. Any facilities required to pretreat *Wastewater* to a level acceptable to the city must be provided, operated, and maintained at the *Industrial User's* expense. Detailed plans showing the *Pretreatment* facilities and operating procedures shall be submitted to the city for review and must be acceptable to the city before construction of the facility. The review of such plans and operating procedures will in no way relieve the *Industrial User* from the responsibility of modifying the facility as necessary to produce a *Discharge* acceptable to the city under the provisions of this chapter.

13.20.120: DEADLINE FOR COMPLIANCE WITH APPLICABLE PRETREATMENT REQUIREMENTS:

Compliance by existing sources covered by *Categorical Pretreatment Standards* shall be within three (3) years of the date the standard is effective unless a shorter compliance time is specified in the appropriate standard. The city shall establish a final compliance deadline date for any existing *Industrial User* not covered by *Categorical Pretreatment Standards* or for any *Categorical Industrial User* when the local limits for said *Industrial User* are more restrictive than the federal

Categorical Pretreatment Standards.

New Sources and new *Industrial Users* are required to comply with *Applicable Pretreatment Standards* within the shortest feasible time, not to exceed ninety (90) days from the beginning of *Discharge*. *New Sources* and new *Industrial Users* must install, have in operating condition, and must start up all pollution control equipment required to meet *Applicable Pretreatment Standards* before beginning to *Discharge*.

Any *Wastewater Discharge Permit* issued to a *Categorical Industrial User* will include a compliance date consistent with any deadline date established in EPA's *Categorical Pretreatment Standards*. Any other existing *Industrial User* or a *Categorical Industrial User* that must comply with a more stringent local limit which is in non-compliance with any local limits shall be provided with a compliance schedule with milestones not to exceed twelve (12) months for a total of five (5) years placed in an industrial *Wastewater* permit to ensure compliance within the shortest time feasible.

13.20.130: ADDITIONAL PRETREATMENT MEASURES:

- A. Whenever deemed necessary to protect the *POTW* from *Interference, Pass Through, Slug Load*, or other potentially harmful effects, the city may require *Industrial Users* to apply for and obtain a *Discharge Permit*, restrict their *Discharge* during peak flow periods, designate that certain *Wastewater* be *Discharged* only into specific *Sewers*, relocate and/or consolidate points of *Discharge*, separate *Sewage* wastestreams from industrial wastestreams, install treatment including storage or flow-equalization facilities, submit timely and factual reports from the *Industrial User* responsible for such *Discharge*, pay any additional cost or expense incurred by the city for handling, treating, disposing, or remediation as a result of wastes *Discharged* to the *Wastewater* treatment system, and such other conditions as may be necessary to protect the *POTW* and determine the *Industrial User's* compliance with the requirements of this chapter.
- B. The *Industrial User* must provide grease, oil, or sand interceptors when the *POTW* has notified the *Industrial User* that such interceptors are necessary to protect the *POTW* from *Interference, Pass Through, Slug Load*, or other potentially harmful effects of excessive *Discharges* of grease, oil, or sand, except that such interceptors are not required of *Domestic Sources*. All interceptors must be of a type and capacity approved by the city and must be so located to be easily accessible for cleaning and inspection. Such interceptors must be inspected, cleaned, and repaired regularly, as needed to protect the *POTW*, by the *Industrial User* at its expense.
- C. *Industrial Users* with the potential to *Discharge* flammable substances may be required to install and maintain an approved combustible gas detection meter.

13.20.140: ACCIDENTAL SPILL PREVENTION PLANS:

The city may require any *Industrial User* to develop and implement an accidental spill prevention plan (ASPP) or slug control plan. Where deemed necessary by the city based on a technical evaluation of the *Industrial User's Discharge* or process facilities to prevent accidental *Discharge* or *Slug Load of Pollutants* which shall be provided and maintained at the *Industrial User's* cost and expense. An accidental spill prevention plan or slug control plan showing facilities and operating procedures to provide this protection must be submitted to the city for review and approval before implementation. *Industrial Users* that have been notified by the city to develop an ASPP or slug control plan must submit said plan to the city within ninety (90) days after notification. Each *Industrial User* must implement its ASPP and slug control plan as submitted or as modified after such plan has been reviewed and approved by the city. Review and approval of such plans and operating procedures by the city shall not relieve the *Industrial User* from the responsibility to modify its facility as necessary to meet the requirements of this chapter.

A. Any *Industrial User* required to develop and implement an accidental spill prevention or slug control plan shall submit a plan which addresses, at a minimum, the following:

1. Description of *Discharge* practices, including non-routine batch *Discharges*;
2. Description of stored chemicals;
3. Procedures for immediately notifying the *POTW* of any accidental or slug *Discharges*. Such notification must also be given for any *Discharge* which would violate any of the standards in Sections 13.20.050 through 13.20.080 of this chapter; and
4. Procedures to prevent adverse impact from any accidental or slug *Discharge*. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic chemicals (including solvents), and measures or equipment for emergency response.

B. *Industrial Users* must notify the *POTW* immediately, but no later than twenty-four (24) hours, after the discovery of a slug or accidental *Discharge* of substances regulated by this chapter. The notification must include location of *Discharge*, date and time thereof, type of waste, concentration and volume, and corrective actions. Any affected *Industrial User* shall be liable for any expense, loss, or damage to the *POTW*, in addition to the amount of any fines imposed on the city on account thereof under state or federal law. Within five (5) days following an accidental *Discharge*, the *Industrial User* must submit to the *Director* a detailed written report describing the cause of the *Discharge* and the measures to be taken by the *Industrial User* to prevent similar future occurrences. Such notification shall not relieve the *Industrial User* of any expense, loss, damage, or other liability which may be incurred as a result of damage to the *POTW*, fish kills, or any other damage to person or property nor shall such notification relieve the *Industrial User* of any fines, civil penalties, or other liability which may be imposed

by this chapter or other applicable law.

- C. *Industrial Users* must resample within thirty (30) days of a *Slug Load* or accidental *Discharge* to demonstrate compliance with the local limits and permitted *Discharge* parameters.
- D. Signs must be permanently posted in conspicuous places on the *Industrial User's* premises advising employees whom to call in the event of a *Slug Load* or accidental *Discharge*. Employers must instruct all employees who may cause or discover such a *Discharge* with respect to emergency notification procedures.

13.20.150: SEPTIC TANK WASTES:

It is unlawful to *Discharge Septic Tank and Chemical Toilet Waste* into the city's *Wastewater* collection system without written authorization by the *Director*.

13.20.160: WASTEWATER DISCHARGE PERMITS:

No *Significant Industrial User* shall *Discharge Wastewater* into the *POTW* without first obtaining a *Wastewater Discharge Permit* from the city. Other *Industrial Users* do not need to apply for a permit unless required to do so by the city based on a technical review of the potential for the *Discharge* to exceed a *Pretreatment Standard* or *Pretreatment Requirement*, or cause or contribute to *Pass Through* or *Interference* of the *POTW*.

13.20.170: WASTEWATER DISCHARGE PERMITTING, EXISTING SIU:

Any *SIU* that was discharging *Wastewater* into the *POTW* prior to the effective date of this chapter and that wishes to continue such *Discharges* in the future shall, within ninety (90) days after notification by the *Director*, submit a permit application to the city in accordance with this chapter and shall not cause or allow *Discharges* to the *POTW* to continue after one hundred eighty (180) days after the effective date of this chapter except in accordance with a *Wastewater Discharge Permit* issued by the city.

13.20.180: WASTEWATER DISCHARGE PERMITTING, NEW SOURCE AND NEW USER:

At least ninety (90) days prior to the anticipated start-up, any new *SIU* and any *New Source* so required by the city shall apply for a *Wastewater Discharge Permit* and will be required to submit to the city at least the information listed in paragraphs A. through E. of Section 13.20.190. Such *New Sources* or new *SIUs* shall not *Discharge* without first receiving a *Wastewater Discharge Permit* from the city. Such *New Sources* and new *SIUs* shall also be required to include in their application information on the method of *Pretreatment* they intend to use to meet *Applicable Pretreatment Standards*. Such *New Sources* and new *SIUs* shall give estimates of the information requested in paragraphs D. and E. of Section 13.20.190 of this chapter.

13.20.190: WASTEWATER DISCHARGE PERMIT APPLICATION CONTENTS:

All *Industrial Users* required to obtain a *Wastewater Discharge Permit* must submit an application in a form provided by the city and must include the following information. *Categorical Industrial Users* must also comply with the baseline report requirements pursuant to 40 CFR 403.12(b), or any superseding amendments thereto.

- A. Identifying information. The name and address of the facility including the name of the operator and owners;
- B. Permits. A list of all environmental control permits held by or for the facility;
- C. Description of operations. A brief description of the nature, average rate of production, and *Standard Industrial Classification* of the operation(s) carried out by such *Industrial User*, including a list of all raw materials and chemicals used or stored at the facility which are or could accidentally or intentionally be *Discharged* to the *POTW*; a review of the *Categorical Industrial User* criteria and analysis of whether the user falls into one or more categories, number and type of employees; hours of operation; each product produced by type, amount, process or processes, and rate of production; the on- or off-site storage capacity for *Wastewater*; any planned process changes for the next three (3) years; type and amount of raw materials processed (average and maximum per day); and the time and duration of *Discharges*. This description should also include a schematic process diagram which indicates points of *Discharge* to the *POTW* from the regulated or manufacturing processes; site plans; floor plans; mechanical and plumbing plans; and details to show all *Sewers*, *Sewer* connections, utility access holes, sampling chambers and appurtenances by size, location and elevation.
- D. Flow Measurement.
 1. *Categorical Industrial User*: Information showing the measured average daily and maximum daily flow, in gallons per day, to the *POTW* from each of the following:
 - a. Regulated or manufacturing process streams; and
 - b. Other streams as necessary to allow use of the combined wastestream formula pursuant to 40 CFR 403.6(e), or any superseding amendments thereto.
 2. Non-Categorical *Industrial User*: Information showing the measured average daily and maximum daily flow, in gallons per day, to the *POTW* from each of the following:
 - a. Total process flow, Wastewater Treatment Plant flow, total plant flow or individual manufacturing process flow as required by the Director. Verifiable estimates of these flows may be allowed where it is justified by cost or feasibility considerations.
- E. Measurements of pollutants.
 1. *Categorical Industrial User*:
 - a. Identify the *Applicable Pretreatment Standards* for each regulated or manufacturing

process.

- b. The results of sampling and analysis identifying the nature and concentration (or mass where required by the *Categorical Pretreatment Standard* or as required by the city) of regulated *Pollutants* (including standards contained in 13.20.050 through 13.20.080, as appropriate) in the *Discharge* from each regulated or manufacturing process. Both daily maximum and average concentration (or mass, where required) must be reported. The sample must be representative of daily operations and must conform to sampling and analytical procedures in Sections 13.20.380 and 13.20.390 of this chapter.
- c. A minimum of one representative sample must be taken to compile the data necessary to comply with the requirements of this section. Additional samples may be required by the city as necessary to accurately characterize the waste stream.
- d. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e), or any superseding amendment thereto, for a *Categorical Industrial User*, this adjusted limit along with supporting data must be submitted as part of the application.

2. Non-Categorical *Industrial User*

- a. Identify the *Applicable Pretreatment Standards* for its *Wastewater Discharge*.
 - b. Submit the results of sampling and analysis identifying the nature and concentration in the *Discharge* (or mass where required by the city) of regulated *Pollutants* contained in 13.20.050 through 13.20.080, as appropriate. Both daily maximum and average concentration (or mass, where required) must be reported. The sample must be representative of daily operations and shall conform to sampling and analytical procedures outlined in Sections 13.20.380 and 13.20.390.
 - c. The *Industrial User* must take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.
 - d. Where the *Director* developed alternate concentration or mass limits because of dilution, this adjusted limit along with supporting data must be submitted as part of the application.
- F. Ability to Meet *Pretreatment Standards*. Submit a statement indicating whether the *Applicable Pretreatment Standards* are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) or additional *Pretreatment* is required for the *Industrial User* to meet the *Applicable Pretreatment Standards* and Requirements.
- G. Compliance Schedule. If additional *Pretreatment* or operations and maintenance (O&M) will be required to meet the *Applicable Pretreatment Standards*, the *Industrial User* must submit the shortest schedule by which the *Industrial User* will provide such additional *Pretreatment* or O&M. The *Industrial User's* schedule must conform to the requirements of Section

13.20.300. The completion date in this schedule must not be later than the compliance date established pursuant to Section 13.20.120 of this chapter.

1. Where the *Industrial User's Categorical Pretreatment Standard* has been modified by a removal allowance (40 CFR 403.7 or any superseding amendments thereto), the combined wastestream formula (40 CFR 403.6(e) or any superseding amendments thereto), or a fundamentally different factors variance (40 CFR 403.13 or any superseding amendments thereto) at the time the *Industrial User* submits the report required by this paragraph, the information required by paragraphs F. and G. of this section shall pertain to the modified limits.
2. If the *Categorical Pretreatment Standard* is modified by a removal allowance, the combined wastestream formula, or a fundamentally different factors variance after the *Industrial User* submits the report required by paragraphs F. and G. of this section, then the *Industrial User* must submit a report containing modified information within sixty (60) days after the new limit is approved.

Incomplete or inaccurate applications will not be processed and will be returned to the *Industrial User* for revision.

H. Any requests for a monitoring waiver (or renewal of an approved monitoring waiver) for a *Pollutant* neither present nor expected to be present in the *Discharge* based on Section 13.20.290 B. (40 CFR 403.12(e)(2) or any superseding amendments thereto).

13.20.200: SIGNATORY AND CERTIFICATION REQUIREMENT:

All *Wastewater Discharge Permit* applications and *Industrial User* reports must be signed by a responsible officer or manager, or sole proprietor or general partner as applicable, or duly authorized representative.

A. For the purpose of this section, a responsible officer or manager means:

1. A president, vice-president, secretary, or treasurer of the corporation in charge of a principal business function, or any other *Person* who performs similar policy- or decision-making functions for the corporation, or
2. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate

procedures. This authorization must be made in writing by the principal executive officer or ranking elected official and submitted to the city prior to or together with the report being submitted of the *Industrial User*.

- B. A duly authorized representative is an individual designated by the responsible officer, manager, sole proprietor, or general partner in writing. The written authorization must be submitted to the city and also specifies either an individual or a position having the responsibility of the overall operation of the facility from which the industrial *Discharge* originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company. If an authorization in this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of this section must be submitted to the city prior to or together with any reports to be signed by an authorized representative.
- C. Every application, report and designation of responsible officer must contain the following certification statement signed and dated by the responsible officer:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

13.20.210: WASTEWATER DISCHARGE PERMIT DECISIONS:

The city will evaluate the data furnished by the *Industrial User* and may require additional information needed to evaluate a complete application. Within ninety (90) days of receipt of a complete *Wastewater Discharge Permit* application, the *Director* will determine whether to issue a *Wastewater Discharge Permit*. If a permit is to be issued, it will be issued within the ninety (90) day window. The city may deny any application for a *Wastewater Discharge Permit* or approve a permit subject to conditions.

13.20.220: RECONSIDERATION OF WASTEWATER DISCHARGE PERMIT:

Any affected *Person*, including the *Industrial User*, may petition the *Director* to reconsider the terms of a *Wastewater Discharge Permit* within ninety (90) days of its issuance.

- A. Failure to submit a timely petition for reconsideration of permit shall be deemed to be a waiver

of the administrative appeal pursuant to Section 13.20.570.

- B. In its petition, the requesting party must indicate the *Wastewater Discharge Permit* provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the *Wastewater Discharge Permit*.
- C. The effectiveness of the *Wastewater Discharge Permit* shall not be stayed pending the city's decision.

Failure of the *Director* to act within ninety (90) days on a request for reconsideration shall be deemed a denial of the request.

13.20.230: WASTEWATER DISCHARGE PERMIT CONTENTS:

Wastewater Discharge Permits must include such conditions as are reasonably deemed necessary by the city to prevent *Pass Through* or *Interference*, protect the quality of the water body receiving the *Treatment Plant's* effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the *POTW*.

A. *Wastewater Discharge Permits* will contain the following conditions:

1. A statement that indicates *Wastewater Discharge Permit* duration, which in no event shall exceed five (5) years, and a specific date upon which the permit will expire.
2. A statement that the *Wastewater Discharge Permit* is non-transferable without prior notification to and approval from the city, and provisions for furnishing the new owner or operator with a copy of the existing *Wastewater Discharge Permit*;
3. *Applicable Pretreatment Standards* (including local limits) and requirements, including effluent limits;
4. Self-monitoring, sampling, reporting, notification, submittal of technical reports, compliance schedules, and record-keeping requirements. These requirements must include an identification of *Pollutants* to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law;
5. Requirement to report the results of monitoring of any regulated *Pollutant* that is conducted more frequently than required by the permit;
6. Requirement for immediate notification to the city where self-monitoring results indicate non-compliance;
7. Requirement to report a bypass or upset of a *Pretreatment* facility;
8. Requirement to report immediately to the city all *Discharges*, including *Slug Loadings*, which could cause problems to the *POTW*;

9. Requirement for the *SIU* who reports non-compliance to repeat the sampling and analysis and submit results to the city within thirty (30) days after becoming aware of the violation.
 10. A statement of applicable civil, criminal, and administrative penalties for violation of *Pretreatment Standards* and requirements, and any applicable compliance schedule.
 11. Requirements to control *Slug Loads*, if determined by the *Director* to be necessary.
 12. Any grant of monitoring waiver by the city (Section 13.20.290 B) must be included as a condition in the user's permit.
- B. *Wastewater Discharge Permits* may contain, but need not be limited to, the following conditions:
1. Limits on the average and/or maximum rate of *Discharge*, time of *Discharge*, and/or requirements for flow regulation and equalization;
 2. Requirements for the installation and proper operation and maintenance of *Pretreatment* technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of *Pollutants* into the treatment works;
 3. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or routine *Discharges*;
 4. Development and implementation of waste minimization plans to reduce the amount of *Pollutants Discharged* to the *POTW*;
 5. The unit charge or schedule of *Industrial User* charges and fees for the management of the *Wastewater Discharged* to the *POTW*;
 6. Requirements for installation and maintenance of inspection and sampling facilities and equipment;
 7. A statement that compliance with the *Wastewater Discharge Permit* does not relieve the *Permittee* of responsibility for compliance with all applicable federal and state *Pretreatment Standards*, including those which become effective during the term of the *Wastewater Discharge Permit*;
 8. Any special agreements the city chooses to continue or develop between the city and *Industrial User*;
 9. Other conditions as deemed appropriate by the city to ensure compliance with this chapter, and state and federal laws, rules, and regulations.

13.20.240: WASTEWATER DISCHARGE PERMIT MODIFICATION:

The *Director* may modify the *Wastewater Discharge Permit* for good cause including, but not limited to, the following:

- A. To incorporate any new or revised federal, state, or local *Pretreatment* standards or requirements;
- B. To address significant alterations or additions to the *Industrial User's* operation, processes, or *Wastewater* volume or character since the time of *Wastewater Discharge Permit* issuance;
- C. A change in the *POTW* that requires either a temporary or permanent reduction or elimination of the authorized *Discharge*;
- D. Information indicating that the permitted *Discharge* poses a threat to the city's *POTW*, city personnel, or the receiving waters;
- E. Violation of any terms or conditions of the *Wastewater Discharge Permit*;
- F. Misrepresentations or failure to fully disclose all relevant facts in the *Wastewater Discharge Permit* application or in any required report;
- G. Revision of or a grant of variance from *Categorical Pretreatment Standards* pursuant to 40 CFR 403.13;
- H. To correct typographical or other errors in the *Wastewater Discharge Permit*; or
- I. To reflect a transfer of the facility ownership or operation to a new owner or operator.

13.20.250: WASTEWATER DISCHARGE PERMIT TRANSFER:

Wastewater Discharge Permits may be reassigned or transferred to a new owner or operator only if the *Permittee* gives at least one hundred twenty (120) days advance notice to the city and the city approves the *Wastewater Discharge Permit* transfer. The notice to the city must include a written certification by the new owner or operator which:

- A. States that the new owner or operator has no immediate intent to change the facility's operations and processes;
- B. Identifies the specific date on which the transfer is to occur; and
- C. Assumes full responsibility for complying with the existing *Wastewater Discharge Permit* beginning on the date of the transfer.

Failure to provide advance notice of a transfer renders the *Wastewater Discharge Permit* voidable as of the date of facility transfer.

Provided that the notice required above occurred and that there were no significant changes to the

manufacturing operation or *Wastewater Discharge*, the new owner or operator will be considered an existing *Industrial User* and will be covered by the existing limits and requirements in the previous owner or operator's permit.

13.20.260: WASTEWATER DISCHARGE PERMIT REISSUANCE:

An *Industrial User* who is required to have a *Wastewater Discharge Permit* shall apply for *Wastewater Discharge Permit* reissuance by submitting a complete *Wastewater Discharge Permit* application, in accordance with Section 13.20.190, a minimum of one hundred twenty (120) days prior to the expiration of the *Industrial User's* existing *Wastewater Discharge Permit*. An *Industrial User* whose existing *Wastewater Discharge Permit* has expired and who failed to submit its re-application in the time period specified herein will be deemed to be *Discharging* without a *Wastewater Discharge Permit*. An existing *Wastewater Discharge Permit* issued to a particular *Industrial User* is void upon the issuance of a new *Wastewater Discharge Permit* to that *Industrial User*.

13.20.270: BASELINE MONITORING REPORTS:

- A. Within either one hundred and eighty (180) days after the effective date of a *Categorical Pretreatment Standard* or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), or any superseding amendment thereto (whichever is later), existing *Categorical Industrial Users* currently *Discharging* to or scheduled to *Discharge* to the *POTW*, shall be required to submit to the city a report which contains the information listed in paragraph B., below. At least ninety (90) days prior to commencement of their *Discharge*, *New Sources*, and sources that become *Categorical Industrial Users* after the promulgation of an applicable *Categorical Standard*, will be required to submit to the city a report which contains the information listed in paragraph B., below. A *New Source* will also be required to report the method of *Pretreatment* it intends to use to meet applicable *Categorical Standards*. A *New Source* must also give estimates of its anticipated flow and quantity of *Pollutants Discharged*.
- B. *Industrial Users* described above must submit the information set forth below.
 1. Identifying Information. The name and address of the facility, including the name of the operator and owner.
 2. Environmental Permits. A list of any environmental control permits held by or for the facility.
 3. Description of Operations. A brief description of the nature, average rate of production, and *Standard Industrial Classifications* of the operation(s) carried out by such *Industrial User*. This description should include a schematic process diagram which indicates points of *Discharge* to the *POTW* from the regulated processes.
 4. Flow Measurement. Information showing the measured average daily and maximum daily

flow, in gallons per day, to the *POTW* from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e), or any superseding amendment thereto.

5. Measurement of Pollutants.
 - a. The *Categorical Pretreatment Standards* applicable to each regulated process.
 - b. The results of sampling and analysis identifying the nature and concentration (and/or mass, where required by the standard or by the city) of regulated *Pollutants* in the *Discharge* from each regulated process. Instantaneous, daily maximum, and long-term average concentrations (or mass, where required) must be reported. The sample must be representative of daily operations and will be analyzed in accordance with procedures set out in Section 13.20.390.
6. Certification. A statement, reviewed by the *Industrial User's* authorized representative and certified by a qualified professional, indicating whether *Pretreatment Standards* are being met on a consistent basis, and, if not, whether additional Operation and Maintenance (O&M) or additional *Pretreatment*, is required to meet the *Pretreatment Standards* and requirements.
7. Compliance Schedule. If additional *Pretreatment* or O&M will be required to meet the *Pretreatment Standards*, the shortest schedule by which the *Industrial User* will provide such additional *Pretreatment* or O&M. The completion date in this schedule must not be later than the compliance date established for the applicable *Pretreatment Standard*. A compliance schedule pursuant to this section must meet the requirements set out in Section 13.20.300 of this chapter.
8. Signature and Certification. All baseline monitoring reports must be signed and certified in accordance with Section 13.20.200 of this chapter.
9. Sampling and analyses must be performed in accordance with procedures set out in Sections 13.20.380 and 13.20.090 of this chapter.

13.20.280: FINAL COMPLIANCE REPORT (INITIAL COMPLIANCE REPORT):

- A. Within ninety (90) days following the date for final compliance of an existing *Significant Industrial User* with *Applicable Pretreatment Standards* and requirements set forth in this chapter, in federal *Categorical Standards*, or in a *Wastewater Discharge Permit*, or, in the case of a *New Source* or a new *SIU*, within ninety (90) days following commencement of the introduction of *Wastewater* into the *POTW*, the affected *Industrial User* must submit to the city a report containing the information outlined in paragraphs D. through F. of Section 13.20.190 of this chapter.

- B. For *Industrial Users* subject to equivalent mass or concentration limits established by the city in accordance with procedures established in 40 CFR 403.6 (c), or any superseding amendments thereto, this report must contain a reasonable measure of the *Industrial User's* long term production rate. For all other *Industrial Users* subject to *Categorical Pretreatment Standards* expressed in terms of allowable *Pollutant Discharge* per unit of production (or other measure of operation), this report must include the *Industrial User's* actual production during the appropriate sampling period.

13.20.290: PERIODIC COMPLIANCE REPORT:

- A. Except as specified in Section 13.20.290 C., all *Significant Industrial Users* must, at a frequency determined by the city, submit no less than twice per year, on dates specified to the user, reports indicating the nature, concentration of *Pollutants* in the *Discharge* which are limited by *Pretreatment Standards* and measured or estimated average and maximum daily flows for the reporting period. In cases where the *Pretreatment Standard* requires compliance with a *Best Management Practice (BMP)* or pollution prevention alternative, the user must submit documentation as stipulated by the city or the *Pretreatment Standard* necessary to determine the compliance status of the user.
- B. The city may authorize an *Industrial User* subject to a *Categorical Pretreatment Standard* to forego sampling of a *Pollutant* regulated by a *Categorical Pretreatment Standard* if the *Industrial User* has demonstrated through sampling and other technical factors that the *Pollutant* is neither present nor expected to be present in the *Discharge*, or is present only at background levels from intake water and without any increase in the *Pollutant* due to activities of the *Industrial User*. See 40 CFR 403.12(e)(2). This authorization is subject to the following conditions:
1. The waiver may be authorized where a *Pollutant* is determined to be present solely due to sanitary *Wastewater Discharged* from the facility provided that the sanitary *Wastewater* is not regulated by an applicable *Categorical Standard* and otherwise includes no process *Wastewater*.
 2. The monitoring waiver is valid only for the duration of the effective period of the individual *Wastewater Discharge Permit*, but in no case longer than five (5) years. The user must submit a new request for the waiver before the waiver can be granted for each subsequent individual *Wastewater Discharge Permit*. See Section 13.20.190 H.
 3. In making a demonstration that a *Pollutant* is not present, the *Industrial User* must provide data from at least one (1) sampling of the facility's process *Wastewater* prior to any treatment present at the facility that is representative of all *Wastewater* from all processes.
 4. The request for a monitoring waiver must be signed in accordance with Section 13.20.030 by an *Authorized Representative of the Industrial User* and must include the certification

statement in Section 13.20.200 (40 CFR 403.6(a)(2)(ii)).

5. Non-detectable sample results may be used only as a demonstration that a *Pollutant* is not present if the EPA approved method from 40 CFR 136 with the lowest minimum detection level for that *Pollutant* was used in the analysis.
 6. Any grant of the monitoring waiver by the city must be included as a condition in the user's permit. The reasons supporting the waiver and any information submitted by the user in its request for the waiver must be maintained by the city for three (3) years after expiration of the waiver.
 7. Upon approval of the monitoring waiver and revision of the user's permit by the city, the *Industrial User* must certify on each report with the statement in Section 13.20.200 that there has been no increase in the *Pollutant* in its waste stream due to activities of the *Industrial User*.
 8. In the event that a waived *Pollutant* is found to be present or is expected to be present because of changes that occur in the user's operations, the user must immediately: Comply with the monitoring requirements of Section 13.20.290 A., or other more frequent monitoring requirements imposed by the city and notify the city.
 9. This provision does not supersede certification processes and requirements established in *Categorical Pretreatment Standards*, except as otherwise specified in the *Categorical Pretreatment Standard*.
- C. The city may reduce the requirement for periodic compliance reports [see Section 13.20.290 A. (40 CFR 403.12(e)(1))] to a requirement to report no less frequently than once a year, unless required more frequently in the *Pretreatment Standard* or by the Approval Authority, where the *Industrial User's* total categorical *Wastewater* flow does not exceed any of the following:
1. Point zero one percent (0.01%) of the design dry weather hydraulic capacity of the *POTW*, or five thousand (5,000) gallons per day, whichever is smaller, as measured by a continuous effluent flow monitoring device unless the industrial *Discharges* in batches;
 2. Point zero one percent (0.01%) of the design dry weather organic treatment capacity of the *POTW*; or
 3. Point zero one percent (0.01%) of the maximum allowable headworks loading for any *Pollutant* regulated by the applicable *Categorical Pretreatment Standard* for which approved local limits were developed by the *POTW* in accordance with 40 CFR 403.15(c) and paragraph D. of this section.

Reduced reporting is not available to *Industrial Users* that have, in the last two (2) years, been in significant non-compliance. In addition, reduced reporting is not available to an *Industrial*

User with daily flow rates, production levels, or *Pollutant* levels that vary so significantly that, in the opinion of the city, decreasing the reporting requirement for this *Industrial User* would result in data that are not representative of conditions occurring during the reporting period.

- D. Any *Industrial User* subject to equivalent mass or concentration limits established by the city or by unit production limits specified in the applicable *Categorical Standards* must report production data as outlined in Section 13.20.280 B. of this chapter.
- E. If the city calculated limits to factor out dilution flows or non-regulated flows, the *Industrial User* will be responsible for providing flows from the regulated process flows, dilution flows and non-regulated flows.
- F. Flows must be reported based on actual measurement, provided, however, that the city may accept reports of average and maximum flows estimated by verifiable techniques if the city determines that an actual measurement is not feasible.
- G. *Discharges* sampled must be representative of the *Industrial User's* daily operations and samples shall be taken in accordance with the requirements specified in Section 13.20.380 of this chapter.
- H. The city may require reporting by *Industrial Users* that are not required to have an *Industrial Wastewater Discharge Permit* if information or data is needed to establish a *Sewer* charge, determine the treatability of the effluent, or determine any other factor which is related to the operation and maintenance of the *Sewer* system.
- I. All periodic compliance reports must be signed and certified in accordance with Section 13.20.200 of this chapter.
- J. The city may require self-monitoring by the *Industrial User* or, if requested by the *Industrial User*, may agree to perform the periodic compliance monitoring needed to prepare the periodic compliance report required under this section. If the city agrees to perform such periodic compliance monitoring, it may charge the *Industrial User* for such monitoring, based upon the costs incurred by the city for the sampling and analyses. Any such charges will be added to the normal *Sewer* charge and will be payable as part of the *Sewer* bills. The city is under no obligation to perform periodic compliance monitoring for an *Industrial User*.
- K. All *Wastewater* samples must be representative of the user's *Discharge*. *Wastewater* monitoring and flow measurement facilities must be properly operated, kept clean, and maintained in good working order. The failure of a user to keep its monitoring facility in good working order will not be grounds for the user to claim that sample results are unrepresentative of its discharge.

- L. If a user subject to the reporting requirement in this section monitors any regulated *Pollutant* at the appropriate sample location more frequently than required by the city, using procedures prescribed in Section 13.20.380, the results of this monitoring must be included in the report.

13.20.300: COMPLIANCE SCHEDULES FOR MEETING APPLICABLE PRETREATMENT STANDARDS:

- A. The schedule must contain increments of progress in the form of dates for the commencement and completion of milestones leading to the construction and operation of additional *Pretreatment* required for the *Industrial User* to meet the *Applicable Pretreatment Standards* (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).
- B. No increment referred to in paragraph A. of this section shall exceed nine (9) months unless an alternate schedule has been approved in writing by the *Director*.
- C. Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the *Industrial User* must submit a progress report to the city including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the *Industrial User* to return the construction to the schedule established. In no event shall more than one hundred eighty (180) days elapse between such progress reports.

13.20.310: HAZARDOUS WASTE NOTIFICATION:

Any *Industrial User* that is *Discharging* more than fifteen (15) kilograms of hazardous wastes as defined in 40 CFR 261 (listed or characteristic wastes) in a calendar month or any facility *Discharging* any amount of acutely hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), or any superseding amendments thereto, is required to provide written notification to the city, to the EPA Region 10 Office of Air, Waste, and Toxics Director, and to the Idaho Department of Environmental Quality Division of Waste Management. Any existing *Industrial User* exempt from this notification shall comply with the requirements contained herein within 30 days of becoming aware of a *Discharge* of fifteen (15) kilograms of hazardous wastes in a calendar month or any *Discharge* of acutely hazardous wastes to the city *Sewer* system.

Such notification shall include:

- A. The name of the hazardous waste as set forth in 40 CFR Part 261, or any superseding amendments thereto,
- B. The EPA Hazardous waste number, and

- C. The type of *Discharge* (continuous, batch, or other).
- D. If an *Industrial User Discharges* more than one hundred (100) kilograms of such waste per calendar month to the *Sewer* system, the notification shall also contain the following information to the extent it is known or readily available to the *Industrial User*:
1. an identification of the hazardous constituents contained in the wastes,
 2. an estimation of the mass and concentration of such constituents in the wastestreams *Discharged* during that calendar month, and
 3. an estimation of the mass of constituents in the wastestreams expected to be *Discharged* during the following twelve (12) months.

These notification requirements do not apply to *Pollutants* already reported under the self-monitoring requirements.

Whenever the EPA publishes final rules identifying additional hazardous wastes or new characteristics of hazardous waste, an *Industrial User* must notify the city of the *Discharge* of such a substance within ninety (90) days of the effective date of such regulations.

In the case of any notification made under this paragraph, an *Industrial User* must certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

13.20.320: NOTICE OF POTENTIAL PROBLEMS, INCLUDING ACCIDENTAL SPILLS, SLUG LOADS:

- A. In the case of any *Discharge*, including, but not limited to, accidental *Discharges*, *Discharges* of a nonroutine, episodic nature, a noncustomary batch *Discharge*, or *Slug Load*, as defined in Section 13.20.030 of this chapter, which might cause potential problems for the *POTW*, the user shall immediately telephone and notify the city of the incident. This notification shall include the location of the *Discharge*, type of waste, concentration and volume, if known, and corrective actions taken by the user.
- B. Within five (5) days following such *Discharge*, the user shall, unless waived by the city, submit a detailed written report describing the cause(s) of the *Discharge* and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which might be incurred as a result of damage to the *POTW*, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this ordinance.
- C. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of a *Discharge* described in paragraph A, above.

Employers shall ensure that all employees, who could cause such a *Discharge* to occur, are advised of the emergency notification procedure.

- D. *Significant Industrial Users* are required to notify the city immediately of any changes at its facility affecting the potential for a *Slug Load*.
- E. Any *Industrial User* who *Discharges* a *Slug Load* of *Pollutants* will be liable for any expense, loss, or damage to the *POTW*, in addition to the amount of any fines imposed on the city under State or Federal law.

13.20.330: BYPASS:

- A. For the purposes of this section,
 - 1. "Bypass" means the intentional diversion of wastestreams from any portion of an *Industrial User's* treatment facility.
 - 2. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- B. An *Industrial User* may allow any bypass to occur which does not cause *Applicable Pretreatment Standards* or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs C. and D. of this section.
- C. Notice of Bypass
 - 1. If an *Industrial User* knows in advance of the need for a bypass, it must submit prior notice to the *POTW* at least ten (10) days before the date of the bypass, if possible.
 - 2. An *Industrial User* must submit oral notice to the city of an unanticipated bypass that exceeds *Applicable Pretreatment Standards* within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission must also be provided within five (5) days of the time the *Industrial User* becomes aware of the bypass. The written submission must contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass. The *POTW* may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.
- D. Bypass Conditions

1. Bypass is prohibited, and the *POTW* may take an enforcement action against an *Industrial User* for a bypass, unless:
 - a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - c. The *Industrial User* submitted notices as required under paragraph C. of this section.
2. The *POTW* may approve an anticipated bypass, after considering its adverse effects, if the *POTW* determines that it will meet the three conditions listed in paragraph D.1. of this section.

13.20.340: NON-COMPLIANCE REPORTING:

If sampling performed by an *Industrial User* indicates a violation, the *Industrial User* must notify the *POTW* within twenty-four (24) hours of becoming aware of the violation. The *Industrial User* must also repeat the sampling within five (5) days and submit the results of the repeat analysis to the *POTW* within thirty (30) days after becoming aware of the violation. Where the *POTW* has performed the sampling and analysis in lieu of the *Industrial User*, the *POTW* must perform the repeat sampling and analysis unless it notifies the *Industrial User* of the violation and requires the *Industrial User* to perform the repeat analysis. Resampling is not required if:

- A. The *POTW* performs sampling at the *Industrial User* at a frequency of at least once per month;
or
- B. The *POTW* performs sampling at the *Industrial User* between the time when the initial sampling was conducted and the time when the *Industrial User* or the *POTW* receives the results of this sampling.

13.20.350: NOTIFICATION OF CHANGED DISCHARGE:

- A. All *Significant Industrial Users* must promptly notify the *POTW* in advance of a change in the average monthly volume greater than twenty percent (20%) or a significant change in the character of *Pollutants* in their *Discharge*, including significant manufacturing process changes, *Pretreatment* modifications, and the listed or characteristic hazardous wastes for which the *Industrial User* has submitted initial notification under 40 CFR 403.12 (p).
- B. Any *Industrial User* operating under a *Wastewater Discharge Permit* incorporating equivalent

mass or concentration limits must notify the city within two (2) business days after the *Industrial User* has a reasonable basis to know that the production level will significantly change within the next calendar month. Any *Industrial User* not providing a notice of such anticipated change will be required to comply with the existing limits contained in its *Wastewater Discharge Permit*.

13.20.360: REPORTS FROM UN-PERMITTED INDUSTRIAL USERS:

All *Industrial Users* not required to obtain a *Wastewater Discharge Permit* must provide appropriate reports to the city as the city may require.

13.20.370: RECORD KEEPING:

Industrial Users subject to the reporting requirements of this chapter must retain and make available for inspection and copying all records of information obtained pursuant to any monitoring activities required by this chapter and any additional records of information obtained pursuant to monitoring activities undertaken by the *Industrial User* independent of such requirements. Records must include the chain-of-custody forms and the date, exact place, method, and time of sampling, and the name of the individual(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses including documentation associated with *Best Management Practices*. These records shall remain available for a period of at least five (5) years. This period will be automatically extended for the duration of any litigation concerning the *Industrial User* or *POTW*, or where the *Industrial User* has been specifically notified of a longer retention period by the *Director*.

13.20.380: SAMPLING REQUIREMENTS FOR INDUSTRIAL USERS:

- A. *Grab Samples* must be used for *pH*, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. For all other *Pollutants*, twenty-four (24)-hour *Composite Samples* must be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the *POTW*, the samples must be representative of the *Discharge* and the decision to allow the alternative sampling must be documented in the *Industrial User* file for that facility or facilities. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple *Grab Samples* collected during the twenty-four (24)-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory. *Composite Samples* for other parameters unaffected by compositing procedures as documented in approved EPA methodologies may be authorized by the *POTW*, as appropriate.
- B. For sampling required in support of baseline monitoring and ninety (90) day compliance reports, a minimum of four (4) *Grab Samples* must be used for *pH*, cyanide, total phenols, oil

and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the *POTW* may authorize a lower minimum. For the reports required by 40 CFR 403.12 (e) and (h), or any superseding amendment thereto, the *POTW* shall require the number of *Grab Samples* necessary to assess and assure compliance by *Industrial Users* with *Applicable Pretreatment Standards* and Requirements.

- C. Samples shall be taken immediately downstream from *Pretreatment* facilities if such exist, immediately downstream from the regulated or manufacturing process if no *Pretreatment* exists, or at a location determined by the city and specified in the *Industrial User's Wastewater Discharge Permit*. For *Categorical Industrial Users*, if other *Wastewaters* are mixed with the regulated *Wastewater* prior to *Pretreatment*, the *Industrial User* shall measure the flows and concentrations necessary to allow use of the combined wastestream formula of 40 CFR 403.6(e), or any superseding amendment thereto, to evaluate compliance with applicable *Categorical Pretreatment Standards*. For other *SIUs*, for which the city has adjusted its local limits to factor out dilution flows, the *Industrial User* shall measure the flows and concentrations necessary to evaluate compliance with the adjusted *Pretreatment Standard(s)*.
- D. All sample results must indicate the time, date and exact place of sampling, and methods of analysis and must certify that the wastestream sampled is representative of normal work cycles and expected *Pollutant Discharges* from the *Industrial User*. If an *Industrial User* sampled and analyzed more frequently than what was required in its *Wastewater Discharge Permit*, using methodologies in 40 CFR Part 136, or any superseding amendment thereto, it must submit all results of sampling and analysis of the *Discharge* as part of its self-monitoring report.

13.20.390: ANALYTICAL REQUIREMENTS:

All *Pollutant* analyses, including sampling techniques, must be performed in accordance with the techniques prescribed in 40 CFR Part 136 unless otherwise specified in an applicable *Categorical Pretreatment Standard*. If 40 CFR Part 136 does not contain sampling or analytical techniques for the *Pollutant* in question, sampling and analyses must be performed in accordance with procedures approved by the EPA.

13.20.400: CITY MONITORING OF INDUSTRIAL USER'S WASTEWATER:

The city will follow the same procedures as outlined in Sections 13.20.380 and 13.20.390.

13.20.410: INSPECTION AND SAMPLING:

Industrial Users must allow the *Director* ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties necessary to ascertain whether the *Industrial User* complies with this chapter.

- A. Where an *Industrial User* has security measures in force which require proper identification and clearance before entry into its premises, the *Industrial User* must make necessary arrangements with its security guards so that, upon presentation of suitable identification, the *Director* will be permitted to enter without delay for the purposes of performing specific responsibilities.
- B. *Industrial Users* must allow the *Director* to set up on the *Industrial User's* property, and the *Director* is authorized to require installation of such devices as are necessary to conduct sampling or metering of the *Industrial User's* operations.
- C. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected or sampled must be promptly removed by the *Industrial User* at the written or verbal request of the *Director* and must not be replaced. The *Industrial User* will bear all costs of clearing or removal of any obstruction to such access.
- D. Unreasonable delays in allowing the *Director* access to the *Industrial User's* premises are a violation of this chapter.

13.20.420: MONITORING FACILITIES:

Each *Industrial User* must provide and operate at its own expense a monitoring facility to allow inspection, sampling, and flow measurements of each *Sewer Discharge* to the city. Each monitoring facility must be situated on the *Industrial User's* premises, except, where such a location would be impractical or cause undue hardship on the *Industrial User*, the city may concur with the facility being constructed in the public street or sidewalk area, providing that the facility is located so that it will not be obstructed by landscaping or parked vehicles. The *Director*, whenever applicable, may require the construction and maintenance of sampling facilities at other locations (for example, at the end of a manufacturing line or a *Wastewater* treatment system).

There must be ample room in or near such sampling facility to allow accurate sampling and preparation of samples for analysis. The facility, including the sampling and measuring equipment, must be maintained at all times in a safe and proper operating condition at the expense of the *Industrial User*.

The *Director* may require the *Industrial User* to install monitoring equipment, as necessary. All monitoring facilities must be constructed and maintained in accordance with all applicable local construction standards and specifications. All devices used to measure *Wastewater* flow and quality must be calibrated to ensure their accuracy.

13.20.430: SEARCH WARRANTS:

If the *Director* has been refused access to a building, structure, or property, or any part thereof and is able to demonstrate probable cause to believe that there may be a violation of this chapter, or that there is a need to inspect as part of a routine inspection program of the city designed to verify

compliance with this chapter or any *Wastewater Discharge Permit* or order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the *Director* is authorized to seek issuance of a search or seizure warrant.

13.20.440: CONFIDENTIAL INFORMATION:

- A. Information and data on a user obtained from reports, surveys, *Wastewater Discharge Permit* applications, *Wastewater Discharge Permits*, and monitoring programs, and from city inspections and sampling activities, must be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the city, that the methods of production are entitled to protection as trade secrets under applicable state law.
- B. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made immediately upon request to governmental agencies for uses related to the Idaho Pollution Discharge Elimination System (IPDES) program or *Pretreatment* program, and in enforcement proceedings involving the individual furnishing the report. *Wastewater* constituents and characteristics and other effluent data as defined by federal regulations will not be recognized as confidential information and will be available to the public without restriction. Any information and data submitted by the *Industrial User* which is desired to be considered a trade secret shall have the words "Confidential Business Information" stamped on each page containing such information.

13.20.450: PUBLICATION OF INDUSTRIAL USERS IN SIGNIFICANT NON-COMPLIANCE:

A list of *Industrial Users* determined by the city to be in significant non-compliance will be published annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the *POTW*. The list will include the *Industrial Users* which, during the previous twelve (12) months, were in significant non-compliance with *Applicable Pretreatment Standards* and requirements. For the purposes of this provision, a *Significant Industrial User* is in significant non-compliance if its violation meets one or more of the following criteria, and a permitted *Industrial User* that is not a *Significant Industrial User* is in significant non-compliance if its violation meets one or more of criteria C., D., or H. below:

- A. Chronic violations of *Wastewater Discharge* limits, defined here as those in which sixty-six percent (66%) or more of *Wastewater* measurements taken for the same *Pollutant* parameter during a six (6) month period exceed (by any magnitude) a numeric *Pretreatment Standard* or Requirement, including instantaneous limits, as defined by 40 CFR 403.3(1);
- B. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of *Wastewater* measurements taken for each *Pollutant* parameter during a six (6) month period equals or exceeds the product of the numeric *Pretreatment Standard* or

Requirement, including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the TRC (TRC=1.4 for *BOD*, *TSS*, fats, oils and grease, and 1.2 for all other *Pollutants* except *pH*);

- C. Any other *Discharge* violation of a *Pretreatment Standard* or requirement as defined by 40 CFR 403.3(l), (daily maximum, longer-term average, instantaneous limit, or narrative Standard) that the *POTW* determines has caused, alone or in combination with other *Discharges*, *Interference* or *Pass Through* (including endangering the health of *POTW* personnel or the general public);
- D. Any *Discharge* of *Pollutants* that has caused imminent endangerment to the public or to the environment, or has resulted in the city's exercise of its emergency authority to halt or prevent such a *Discharge*;
- E. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a *Wastewater Discharge Permit* or enforcement order for starting construction, completing construction, or attaining final compliance;
- F. Failure to provide within thirty (30) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with *Categorical Pretreatment Standard* deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- G. Failure to accurately report non-compliance; or
- H. Any other violation or group of violations, which may include a violation of *Best Management Practices*, which the *POTW* determines will adversely affect the operation or implementation of the local *Pretreatment* program.

13.20.460: WASTEWATER DISCHARGE PERMIT REVOCATION:

Wastewater Discharge Permits may be revoked for, but not limited to, the following reasons:

- A. Failure to notify the city of significant changes to the *Wastewater* prior to the changed *Discharge*;
- B. Failure to provide prior notification to the city of changed conditions;
- C. Misrepresentation or failure to fully disclose all relevant facts in the *Wastewater Discharge Permit* application;
- D. Falsifying self-monitoring reports;
- E. Tampering with monitoring equipment;
- F. Refusing to allow the city timely access to the facility premises and records for the purposes of inspection, monitoring, or sampling;

- G. Failure to meet *Discharge* limitations;
- H. Failure to pay fines;
- I. Failure to pay *Sewer* charges;
- J. Failure to meet compliance schedules;
- K. Failure to complete a *Wastewater* survey or the *Wastewater Discharge Permit* application;
- L. Failure to provide advance notice of the transfer of a permitted facility;
- M. Violation of any *Pretreatment Standard* or requirement, or any terms of the *Wastewater Discharge Permit* or this chapter.

The city will notify *Industrial User* of a proposed revocation of permit and offer an opportunity to show cause why the proposed action should not be taken.

13.20.470: DISCHARGE SUSPENSION; EMERGENCY:

The city may immediately suspend a user's *Discharge* (after informal notice to the user) whenever such suspension is necessary to stop an actual or threatened *Discharge* which reasonably appears to present or cause an imminent or substantial endangerment to the health and welfare of persons or to the integrity of operation of the water reclamation system. The city may also immediately suspend a user's *Discharge* that presents or may present a danger to the environment. Notice of suspension shall be provided by whatever effective means may be possible.

- A. Any user notified of a suspension of its *Discharge* must immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the city may take such steps as deemed necessary, including immediate severance of the *Sewer* connection, to prevent or minimize damage to the water reclamation system, its receiving stream, or endangerment to any individuals. The city may allow the user to recommence its *Discharge* when the user has demonstrated to the satisfaction of the city that the period of endangerment has passed, unless the termination proceedings for nonemergency set forth in this chapter are initiated against the user. The user shall bear any costs of disconnection and reconnection.
- B. A user that is responsible, in whole or in part, for any *Discharge* presenting imminent endangerment shall submit a detailed written statement, describing the cause of the harmful contribution and the measures taken to prevent any future occurrence, to the city prior to the date of any show cause or termination hearing provided for in this chapter.

13.20.480: TERMINATION OF DISCHARGE (NON-EMERGENCY):

In addition to the provisions in Section 13.20.460 of this chapter, any *Industrial User* that violates the following conditions is subject to *Discharge* or water service termination:

- A. Violation of *Wastewater Discharge Permit* conditions;
- B. Failure to accurately report the *Wastewater* constituents and characteristics of its *Discharge*;
- C. Failure to report significant changes in operations or *Wastewater* volume, constituents and characteristics prior to *Discharge*;
- D. Refusal of reasonable access to the *Industrial User's* premises for the purpose of inspection, monitoring, or sampling; or
- E. Violation of the *Pretreatment Standards* in sections 13.20.050 through 13.20.080 of this chapter.

Such *Industrial User* will be notified of the proposed termination of its *Discharge* or water service and be offered an opportunity to show cause under Section 13.20.510 of this chapter why the proposed action should not be taken.

13.20.490: VIOLATIONS: NOTICE:

When the city finds that a user has violated (or continues to violate) any provision of this chapter, a *Wastewater Discharge Permit* or order issued hereunder, or any other *Pretreatment Standard* or requirement, the city may serve upon that user a written notice of violation (via personal service or certified mail, return receipt). Within thirty (30) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, must be submitted by the user to the city. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this chapter shall limit the authority of the city to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

13.20.500: VIOLATIONS; CONSENT ORDERS:

The city may enter into consent orders, assurances or voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents will include specific action to be taken by the user to correct the noncompliance within a period specified by the document.

13.20. 510: VIOLATIONS; SHOW CAUSE HEARING:

The city may order a user which has violated or continues to violate any provision of this chapter, a *Wastewater Discharge Permit* or order issued hereunder, or any other *Pretreatment Standard* or requirement, to appear before the city administrator and show cause why proposed enforcement action should not be taken. Notice shall be served for the hearing, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the hearing will be served personally or by regular and certified mail (return receipt requested) at least ten (10) working days prior to the hearing. Such notice may be served on any authorized representative of the user or left attached to the door at the

entrance. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

- A. The city administrator may conduct the hearing and take the evidence, or may designate a hearing officer to issue in the name of the city administrator notices of hearing requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing; take the evidence; transmit a report of the evidence and hearing; and, together with recommendations to the city administrator for action thereon.
- B. At any hearing held pursuant to this chapter, testimony taken must be under oath and recorded. The transcript, so recorded, may be made available to any member of the public or any party to the hearing upon payment of the usual charges therefore.
- C. After the city administrator has reviewed the evidence, testimony, and recommendations, they may issue a compliance order to the user responsible for the *Discharge* directing that, following a specified time period, *Sewer* service will be discontinued unless adequate treatment facilities, devices or other related appurtenances have been installed or that existing treatment facilities, devices or other related appurtenances are properly operated. Compliance orders may also contain other requirements to address the compliance, including additional self-monitoring and management practices designed to minimize the amount of *Pollutants Discharged* to the *Sewer*.

13.20.520: VIOLATION; ADMINISTRATIVE FINES:

- A. When the city finds that a user has violated or continues to violate any provision of this chapter, a *Wastewater Discharge Permit* or order issued hereunder, or any other *Pretreatment Standard* or requirement, the city may fine such user in an amount not to exceed one thousand dollars (\$1,000.00) per violation. Such fines may be assessed on a per violation, per day basis. In the case of the monthly or other long term average *Discharge* limits, fines may be assessed for each day during the period of violation.
- B. Unpaid charges, fines, and penalties shall, after thirty (30) calendar days, be assessed an additional penalty of twelve percent (12%) of the unpaid balance, and interest shall accrue thereafter at a rate of twelve percent (12%) per annum.
- C. Users desiring to dispute such fines must file a written request for the city to reconsider the fine along with full payment of the fine amount within thirty (30) days of being notified of the fine. Where a reconsideration request has potential merit, the city administrator may convene a hearing on the matter promptly after receiving the request from the user. In the event the user's reconsideration request is determined to have merit, the penalty payment, together with any interest accruing thereto, may be returned to the user. The city may add the costs of preparing administrative enforcement actions, such as notices and order, to the civil fine.

13.20.530: VIOLATION; INJUNCTIVE RELIEF:

When the city finds that a user has violated or continues to violate any provision of this chapter, a *Wastewater Discharge Permit*, or order issued hereunder, or any other *Pretreatment Standard* or requirement, the city may petition the first judicial district court, through the city's attorney, for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the *Wastewater Discharge Permit*, order, or other requirement imposed by this chapter on activities of the user. The city may also seek such other action as is appropriate for legal or equitable relief, including a requirement for the user to conduct environmental remediation.

13.20.540: VIOLATIONS; CIVIL PENALTIES:

- A. A user which has violated or continues to violate any provision of this chapter, a *Wastewater Discharge Permit*, or order issued hereunder, or any other *Pretreatment Standard* or requirement, may be assessed a maximum civil penalty to be paid to the city of one thousand dollars (\$1,000.00) per violation per day. Penalties may accrue for each day during the period of the violation.
- B. In addition to civil penalties assessed by the court, the city may recover reasonable attorney fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the city.
- C. In determining the amount of civil liability, the court shall take into account all relevant circumstances including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

13.20.550: VIOLATIONS; CRIMINAL PROSECUTION:

A user which has willfully or negligently violated any provision of this chapter, a *Wastewater Discharge Permit*, or order issued hereunder, or any other *Pretreatment Standard* or requirement; a user which has willfully or negligently introduced any substance into the water reclamation system which causes personal injury or property damage; or a user which, or employee who, knowingly made any false statements, representations or certifications in any application, record, report, plan or other documentation filed, or required to be maintained, pursuant to this chapter, a *Wastewater Discharge Permit* or order issued hereunder, or who has falsified, tampered with or knowingly rendered inaccurate any monitoring device or method required under this chapter, shall, upon conviction, be guilty of a misdemeanor, punishable as provided in title 1, chapter 1.24 of this code for each violation.

13.20.560: VIOLATIONS; REMEDIES NONEXCLUSIVE:

The provisions of this chapter which provide a remedy or penalty for a violation are not exclusive. Enforcement of *Pretreatment* violations will generally be in accordance with the city's

enforcement response plan. The city reserves the right to take any, or all, or any combination of these actions against a noncompliant user when the circumstances warrant. Further the city is empowered to take more than one enforcement action against any noncompliant user. These actions may be taken concurrently. Pursuing one type of remedy shall not be a bar against, or a prerequisite for, taking any other action against the user.

13.20.570: APPEAL PROCEDURE:

Any party affected by any decision, action, fine or other determination of the *Director*, may appeal that decision or action to the City Administrator by filing with the City Clerk an appeal within ten (10) business days of receipt of decision of the *Director*. The appeal must be in writing and include a statement of the factual basis for the appeal. Upon timely receipt of the appeal, the City Administrator will schedule the appeal for hearing. The burden in the appeal shall be on the *Industrial User* to show that the decision was made unlawfully or that the violation did not occur. The decision of the City Administrator shall be a final decision.

13.20.580: PUBLIC NUISANCES:

In addition to any enforcement actions set out in this chapter, a violation of any provision of this chapter, a *Wastewater Discharge Permit*, or order issued hereunder, or any other *Pretreatment Standard* or requirement, is hereby declared a public nuisance and shall be corrected or abated as directed by the city. Any *Person(s)* creating a public nuisance shall be subject to the provisions of the Post Falls Municipal Code or state law governing public nuisances.

13.20.590: AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS:

A. Upset

1. For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary non-compliance with *Applicable Pretreatment Standards* because of factors beyond the reasonable control of the *Industrial User*. An upset does not include non-compliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
2. An upset will constitute an affirmative defense to an action brought for non-compliance with *Applicable Pretreatment Standards* if the requirements of paragraph 3. of this section are met.
3. An *Industrial User* who wishes to establish the affirmative defense of upset must demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - a. An upset occurred and the *Industrial User* can identify the cause(s) of the upset;

- b. The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures;
- c. The *Industrial User* controlled production of all *Discharges* to the extent necessary to maintain compliance with *Applicable Pretreatment Standards* upon reduction, loss, or failure of their treatment facility until the facility was restored or an alternative method of treatment was provided; and
- d. The *Industrial User* has submitted the following information to the *POTW* and *Treatment Plant* operator within twenty-four (24) hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five (5) days):
 - i. A description of the *Indirect Discharge* and cause of non-compliance;
 - ii. The period of non-compliance, including exact dates and times or, if not corrected, the anticipated time the non-compliance is expected to continue; and
 - iii. Steps being taken or planned to reduce, eliminate, and prevent recurrence of the non-compliance.
4. In any enforcement proceeding, the *Industrial User* seeking to establish the occurrence of an upset shall have the burden of proof.
5. *Industrial Users* will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for non-compliance with *Applicable Pretreatment Standards*.

B. Prohibited Discharge Standards

An *Industrial User* will have an affirmative defense to an enforcement action brought against it for non-compliance with the prohibitions in Section 13.20.050, A. and B.3. through B.7., if it can prove that it did not know, or have reason to know, that its *Discharge*, alone or in conjunction with *Discharges* from other sources, would cause *Pass Through* or *Interference* and that either: (a) a local limit exists for each *Pollutant Discharged* and the *Industrial User* was in compliance with each limit directly prior to, and during, the *Pass Through* or *Interference*; or (b) no local limit exists, but the *Discharge* did not change substantially in nature or constituents from the *Industrial User's* prior *Discharge* when the city was regularly in compliance with its IPDES permit, and in the case of *Interference*, was in compliance with applicable sludge use or disposal requirements.

13.20.600: PRETREATMENT CHARGES AND FEES:

The city may adopt by resolution of the City Council reasonable fees for reimbursement of costs of setting up and operating the city's Pretreatment program which may include:

- A. Fees for *Wastewater Discharge Permit* applications including the cost of processing such applications;
- B. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing an *Industrial User's Discharge*, and reviewing monitoring reports submitted by *Industrial Users*;
- C. Fees for reviewing and responding to accidental *Discharge* procedures and construction;
- D. Fees for filing appeals; and
- E. Other fees as the city may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this chapter and are separate from all other fees, fines, and penalties chargeable by the city.

SECTION 2. All provisions of the current Post Falls Municipal Code or ordinances of the city of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the city of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the city of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the city of Post Falls at a regular session of the City Council on June ___ 2022.

APPROVED, ADOPTED and SIGNED this day of June, 2022.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

The city of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which establishes wastewater pretreatment standards and providing for administration, definitions and abbreviations; establishing prohibited discharge standards and compliance and discharge permit requirements; authorizing transfer and revocation of discharge permits; establishing reporting and compliance monitoring requirements; providing enforcement procedures, including a civil assessment of one thousand dollars; providing that a violation is as a misdemeanor punishable by a fine not to exceed one thousand dollar, six months in jail, or both; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of June, 2022.

/s/

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which establishes wastewater pretreatment standards and providing for administration, definitions and abbreviations; establishing prohibited discharge standards and compliance and discharge permit requirements; authorizing transfer and revocation of discharge permits; establishing reporting and compliance monitoring requirements; providing enforcement procedures, including a civil assessment of one thousand dollars; providing that a violation is as a misdemeanor punishable by a fine not to exceed one thousand dollar, six months in jail, or both, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of June, 2022.

Warren J. Wilson, City Attorney

CHAPTER 13.20

WASTEWATER DISCHARGE RESTRICTIONS

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13.20.010: PURPOSE:

This chapter sets forth uniform requirements for users of the publicly owned treatment works (POTW) for the City of Post Falls and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act and the General Pretreatment Regulations. The objectives of this chapter are:

- A. To prevent the introduction of pollutants into the POTW that will interfere with the operation of the POTW;
- B. To prevent the introduction of pollutants into the POTW which will pass through the POTW, inadequately treated, into receiving waters or otherwise be incompatible with the POTW;
- C. To ensure that the quality of the wastewater treatment plant sludge is maintained at a level which allows its use and disposal in compliance with applicable statutes and regulations;
- D. To protect POTW personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public; and
- E. To improve the opportunity to recycle and reclaim wastewater and sludge from the POTW.

This chapter shall apply to all industrial users of the POTW, as defined in this chapter. (Ord. 1361, 2019)

13.20.020: ADMINISTRATION:

Except as otherwise provided herein, the Director is authorized to administer, implement, and enforce the provisions of this chapter. Any authority granted to the Director may be delegated by the Director to other City personnel. (Ord. 1361, 2019)

13.20.030: DEFINITIONS:

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated.

ACT OR THE ACT: The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251 et seq.

APPLICABLE PRETREATMENT STANDARDS: For any specified pollutant, City prohibitive standards, City specific pretreatment standards (local limits), State of Idaho pretreatment standards, or EPA's categorical pretreatment standards (when effective), whichever standard is most stringent.

APPROVAL AUTHORITY: Idaho Department of Environmental Quality.

AUTHORIZED REPRESENTATIVE OF THE INDUSTRIAL USER: A. If the industrial user is a corporation:

1. The president, secretary, treasurer, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

2. The manager of one or more manufacturing, production, or operation facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

B. If the industrial user is a partnership or sole proprietorship: a general partner or proprietor, respectively.

C. If the industrial user is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or his/her designee.

D. The individuals described in subsections A through C of this definition may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

BEST MANAGEMENT PRACTICES (BMPs): Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the general and

specific prohibitions listed in section 13.20.050 of this chapter. BMPs may also include, but are not limited to, treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. BMPs shall be considered local limits and pretreatment standards for the purposes of this chapter and 40 CFR 403.5(c)(4).

BIOCHEMICAL OXYGEN DEMAND (BOD): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at twenty degrees Celsius (20°C), usually expressed as a concentration (milligrams per liter [mg/L]).

CATEGORICAL INDUSTRIAL USER: An industrial user regulated by one or more of EPA's categorical pretreatment standards.

CATEGORICAL PRETREATMENT STANDARD OR CATEGORICAL STANDARD: Any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with sections 307(b) and (c) of the Act (33 USC 1317) which applies to a specific category of industrial users and which appears in 40 CFR chapter I, subchapter N, parts 405 - 471.

CLEAN WATER ACT: See definition of Act.

COMPOSITE SAMPLE: The sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

COOLING WATER, NON-CONTACT: Water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product. Non-contact cooling water may be generated from any use, such as air conditioning, heat exchangers, cooling or refrigeration to which the only pollutant added is heat.

DIRECTOR: The person designated by the City to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this chapter, the Director of Public Services, or a duly authorized representative.

DOMESTIC SOURCE: A source of domestic (sanitary) waste water from residential sources including but not limited to wastewater from kitchen, bath and laundry facilities; or wastewater from the personal sanitary conveniences (toilets, showers, bathtubs, drinking fountains, noncommercial sinks and similar structures) of commercial, industrial or institutional buildings, provided that the wastewater exhibits characteristics that are similar to those of wastewater from normal residential activities.

GENERAL PRETREATMENT REGULATIONS: The regulations contained in 40 CFR part 403.

GRAB SAMPLE: An individual sample of at least one hundred fifty milliliters (150 mL) collected over a period of time not exceeding fifteen (15) minutes.

INDIRECT DISCHARGE OR DISCHARGE: The introduction of pollutants into the POTW from any non-domestic source regulated under section 307(b), (c), or (d) of the Act.

INDUSTRIAL USER: A source of indirect discharge.

INTERFERENCE: A discharge which, alone or in conjunction with a discharge or discharges from other sources, both: a) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and b) therefore is a cause of a violation of any requirement of the POTW's ~~NPDES~~~~IPDES~~ permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II, more commonly referred to as the Resource Conservation and

Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act, or more stringent State or local regulations.

MAXIMUM ALLOWABLE DISCHARGE LIMIT: The maximum concentration or loading of a pollutant allowed under section 13.20.080 of this chapter to be discharged.

MEDICAL WASTES: Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

NEW SOURCE: A. Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed categorical pretreatment standards under 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that, provided that:

1. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
2. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
3. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

B. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting criteria in subsection A2 or A3 of this definition, but otherwise alters, replaces, or adds to existing process or production equipment.

C. Construction of a new source has commenced if the owner or operator has:

1. Begun, or caused to begin as part of a continuous on-site construction program:
 - a. Any placement, assembly, or installation of facilities or equipment; or
 - b. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
2. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

PASS THROUGH: A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's ~~NPDES~~IPDES permit (including an increase in the magnitude or duration of a violation).

PERMITTEE: A person or industrial user issued a wastewater discharge permit.

PERSON: Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, or local governmental entities.

pH: A measure of the acidity or alkalinity of a substance, expressed in standard units.

POLLUTANT: Any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended (42 USC 2011 et seq.)), heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, Municipal, and agricultural waste discharged into water.

PRETREATMENT: The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

PRETREATMENT REQUIREMENT: Any substantive or procedural requirement related to pretreatment imposed on an industrial user, other than a national pretreatment standard.

PRETREATMENT STANDARD, NATIONAL PRETREATMENT STANDARD, OR STANDARD: Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the Act, which applies to industrial users. This term includes prohibitive discharge limits established pursuant to 40 CFR 403.5.

PROHIBITED DISCHARGE STANDARDS OR PROHIBITED DISCHARGES: Absolute prohibitions against the discharge of certain substances, which appear in section 13.20.050 of this chapter.

PUBLICLY OWNED TREATMENT WORKS (POTW): A treatment works as defined by section 212 of the Act, which is owned by a state or municipality (as defined by section 502(4) of the Act). The term also means the city having jurisdiction over the indirect discharges to and the discharges from such a treatment works.

SEPTIC TANK AND CHEMICAL TOILET WASTE: Any sewage from holding tanks such as vessels, chemical toilets, recreational vehicles, campers, trailers, and septic tanks.

SEWAGE: A combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface and storm waters as may be present. "Wastewater" and "sewage" are synonymous and interchangeable.

SEWER: Any pipe, conduit, or other device used to collect and transport sewage from the generating source.

SIGNIFICANT INDUSTRIAL USER: A. Except as provided in subsections B and C of this definition, the term significant industrial user means:

1. All industrial users subject to categorical pretreatment standards under 40 CFR 403.6 and 40 CFR chapter I, subchapter N; and
2. Any other industrial user that: discharges an average of twenty five thousand (25,000) gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater); contributes a process wastestream

which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or is designated as such by the POTW on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement (in accordance with 40 CFR 403.8(f)(6)).

B. The POTW may determine that an industrial user subject to categorical pretreatment standards under 40 CFR 403.6 and 40 CFR chapter I, subchapter N is a non-significant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than one hundred (100) gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:

1. The industrial user, prior to the POTW's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
2. The industrial user annually submits the certification statement required in 40 CFR 403.12(q) together with any additional information necessary to support the certification statement; and
3. The industrial user never discharges any untreated concentrated wastewater.

C. Upon a finding that an industrial user meeting the criteria in subsection A2 of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standards or requirement, the POTW may at any time, on its own initiative or in response to a petition received from an industrial user or POTW, and in accordance with 40 CFR 403.8(f)(6), determine that such industrial user is not a significant industrial user.

SLUG LOAD: Any discharge at a flow rate or concentration which could cause a violation of the discharge standards in sections 13.20.050 through 13.20.080 of this chapter, or any discharge of a non-routine, episodic nature, including but not limited to, an accidental spill or a non-customary batch discharge.

SOLID WASTE DISPOSAL ACT: The regulations in 42 USC 6901, et seq.

STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE: A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

STORMWATER: Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation.

TOTAL SUSPENDED SOLIDS (TSS): The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering in accordance with procedures approved in 40 CFR 136, as amended.

WASTEWATER: Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

WASTEWATER DISCHARGE PERMIT (INDUSTRIAL WASTEWATER DISCHARGE PERMIT, DISCHARGE PERMIT): An authorization or equivalent control document issued by the City to industrial users discharging wastewater to the POTW. The permit may contain appropriate pretreatment standards and requirements as set forth in this chapter.

WASTEWATER TREATMENT PLANT OR TREATMENT PLANT: That portion of the POTW which is designed to provide treatment of Municipal wastewater.

The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

The use of the term "shall" is mandatory and "may" is permissive. (Ord. 1361, 2019)

13.20.040: ABBREVIATIONS:

The following abbreviations shall have the designated meanings:

ASPP	Accidental Spill Prevention Plan
BMP	Best Management Practice
BOD	Biochemical oxygen demand
CFR	Code of Federal Regulations
EPA	U.S. Environmental Protection Agency
gpd	Gallons per day
IDEQ	Idaho Department of Environmental Quality
IPDES	Idaho Pollutant Discharge Elimination System
L	Liter
LEL	Lower explosive limit
mg/L	Milligrams per liter
O&M	Operation and maintenance
POTW	Publicly owned treatment works
RCRA	Resource Conservation and Recovery Act
SIC	Standard industrial classifications
SIU	Significant industrial user
SWDA	Solid Waste Disposal Act
TRC	Technical Review Criteria
TSS	Total suspended solids
USC	United States Code

(Ord. 1361, 2019)

13.20.050: PROHIBITED DISCHARGE STANDARDS:

A. General Prohibitions:

1. No person shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all industrial users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, State, or local pretreatment standards or requirements.

2. Surface water and all other drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to surface water system components whether private or public in accordance with chapter 13.44 of this title.

B. Specific Prohibitions: No person shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

1. Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed- cup flash point of less than one hundred forty degrees Fahrenheit (140°F) (60°C) using the test methods specified in 40 CFR 261.21;

2. Wastewater having a pH less than 6 or more than 10, or otherwise causing corrosive structural damage to the POTW or equipment;

3. Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference but in no case industrial discharges with solids greater than one- half inch (1/2") in any dimension;

4. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;

5. Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed one hundred four degrees Fahrenheit (104°F) (40°C);

6. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;

7. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;

8. Trucked or hauled pollutants, except at discharge points designated in writing by the Director;

9. Noxious or malodorous liquids, gases, solids, or other wastewater which either singly or by interaction with other wastes are sufficient to create a public nuisance or a hazard to life or health, or to prevent entry into the sewers for maintenance or repair;

10. Wastewater containing any radioactive wastes or isotopes except as specifically approved by the Director in compliance with applicable local, State or Federal regulations;

11. Industrial user sources of stormwater, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted wastewater, unless specifically authorized in writing by the Director;

12. Any sludges, screenings, or other residues from the pretreatment of industrial wastes or from industrial processes;

13. Medical wastes that may cause or contribute to pass through, interference, or violate any pretreatment standard or requirement;

14. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a whole effluent toxicity (WET) test required by the City's [NPDES/PPDES](#) permit;

15. Detergents, surface-active agents, or other substances which cause excessive foaming, inhibition, or pass through in the POTW;

16. Any liquids, solids, or gases which by reason of their nature or quantity are or may be sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall two (2) successive readings on an explosion meter, at the point of discharge into the system (or at any point in the system), be more than five percent (5%) nor any single reading over ten percent (10%) of the lower explosive limit (LEL) of the meter;

17. Grease, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dusts, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes;

18. Any substance which will cause the POTW to violate its ~~NPDES~~IPDES and/or other disposal system permits;

19. The contents of any tank or other vessel owned or used by any person in the business of collecting or pumping sewage, effluent, septic tank and chemical toilet waste, or other wastewater unless said person has first obtained written authorization from the Director and complied with the testing and other requirements specified by the Director;

20. Pesticides in concentrations exceeding the water quality standards of the State of Idaho, IDAPA 58.01.02;

21. Sewage sludge, except in accordance with the City's ~~NPDES~~IPDES permit, providing that it specifically allows the discharge to surface waters of sewage sludge pollutants;

22. A slug load as defined in section 13.20.030 of this chapter;

23. Any pollutant directly into a manhole or other opening in the POTW unless specifically authorized by the Director or otherwise permitted under this chapter;

24. Water containing PCBs in excess of 3 µg/L.

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.;

25. Hazardous Waste: Any hazardous waste as defined in rules published by the state of Idaho or in 40 CFR 261, including hazardous waste mixed with domestic waste under EPA's domestic sewage exemption (DSE) rule through direct or indirect connections to the wastewater collection system. (Ord. 1361, 2019)

13.20.060: FEDERAL CATEGORICAL PRETREATMENT STANDARDS:

All industrial users subject to a categorical pretreatment standard shall comply with all requirements of such standard, and shall also comply with any limitations contained in this chapter. Where the same pollutant is limited by more than one pretreatment standard, the limitations which are more stringent shall prevail. Compliance with categorical pretreatment standards shall be in the timeframe specified in the applicable categorical pretreatment standard. (Ord. 1361, 2019)

13.20.070: STATE REQUIREMENTS:

All industrial users shall meet the applicable State requirements and limitations, if any, on discharges to the POTW when those limitations are more stringent than Federal requirements and limitations or those in this chapter. (Ord. 1361, 2019)

13.20.080: LOCAL LIMITS:

The following pollutant limits are established to protect against pass through and interference. No industrial user shall discharge wastewater containing pollutant levels in excess of the following daily maximum allowable discharge limits. No permit shall be issued which causes the net permitted industrial user loading to exceed the maximum allowable industrial loading (MAIL).

Parameter

Concentration (mg/L) Daily Maximum Limit

Parameter

Concentration (mg/L) Daily Maximum Limit

Ammonia:

Daily maximum

Case-by-case

Monthly average

Case-by-case

Arsenic

0.123

CBOD:

Daily maximum

Case-by-case

Monthly average

Case-by-case

Cadmium

0.066

Chromium

1.953

Copper

0.651

Cyanide

0.768

Lead

0.088

Mercury

0.070

Phosphorus:

Daily maximum

Case-by-case

Monthly average

Case-by-case

Silver

0.149

TSS:

Daily maximum

Case-by-case

Monthly average

Case-by-case

Zinc

0.251

The local limits in the above section apply at the point where the wastewater is discharged to the POTW (end of the pipe). All concentrations for metallic substances are for "total" metal unless indicated otherwise. The Director may impose mass limitations in addition to (or in place of) the concentration- based limitations above upon a written finding by the Director that such mass limitations are warranted to meet the purpose of this chapter or as provided in section 13.20.100 of this chapter. Where an industrial user is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit or applicable pretreatment standard shall apply.

Whenever determined appropriate, the Director may develop Best Management Practices (BMPs) for general application, in individual discharge permits or general discharge permits, to implement local limits and the requirements of this chapter and require documentation of compliance. Failure to follow such requirements is a violation of this chapter. (Ord. 1361, 2019)

13.20.090: SPECIAL AGREEMENT:

The Director is authorized to enter into special agreements with industrial users setting out special terms under which they may discharge to the POTW. In no case will a special agreement waive compliance with a categorical pretreatment standard or Federal pretreatment requirement. However, industrial users may request a net/gross adjustment to a categorical standard in accordance with 40 CFR 403.15. They may also request a deviation from the categorical pretreatment standard from the approval authority in

accordance with 40 CFR 403.13 or any superseding amendments thereto. (Ord. 1361, 2019)

13.20.100: DILUTION:

No industrial user shall increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with an applicable pretreatment standard or requirement unless expressly authorized by an applicable pretreatment standard or requirement. The Director may impose mass limitations on industrial users which, based on facility inspections, records or other evidence, he finds are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate. (Ord. 1361, 2019)

13.20.110: PRETREATMENT FACILITIES:

Industrial users shall provide necessary wastewater treatment as required to comply with this chapter and shall achieve compliance with all applicable pretreatment standards and requirements set out in this chapter within the time limitations specified by the EPA or the City, whichever is more stringent. Any facilities required to pretreat wastewater to a level acceptable to the City shall be provided, operated, and maintained at the industrial user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the City for review and must be acceptable to the City before construction of the facility. The review of such plans and operating procedures will in no way relieve the industrial user from the responsibility of modifying the facility as necessary to produce a discharge acceptable to the City under the provisions of this chapter. (Ord. 1361, 2019)

13.20.120: DEADLINE FOR COMPLIANCE WITH APPLICABLE PRETREATMENT REQUIREMENTS:

Compliance by existing sources covered by categorical pretreatment standards shall be within three (3) years of the date the standard is effective unless a shorter compliance time is specified in the appropriate standard. The City shall establish a final compliance deadline date for any existing industrial user not covered by categorical pretreatment standards or for any categorical industrial user when the local limits for said industrial user are more restrictive than the Federal categorical pretreatment standards.

New sources and new industrial users are required to comply with applicable pretreatment standards within the shortest feasible time, not to exceed ninety (90) days from the beginning of discharge. New sources and new industrial users shall install, have in operating condition, and shall start up all pollution control equipment required to meet applicable pretreatment standards before beginning to discharge.

Any wastewater discharge permit issued to a categorical industrial user will include a compliance date consistent with any deadline date established in EPA's categorical pretreatment standards. Any other existing industrial user or a categorical industrial user that must comply with a more stringent local limit which is in non-compliance with any local limits shall be provided with a compliance schedule with milestones not to exceed

twelve (12) months for a total of five (5) years placed in an industrial wastewater permit to ensure compliance within the shortest time feasible. (Ord. 1361, 2019)

13.20.130: ADDITIONAL PRETREATMENT MEASURES:

A. Whenever deemed necessary to protect the POTW from interference, pass through, slug load, or other potentially harmful effects, the City may require industrial users to apply for and obtain a discharge permit, restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, install treatment including storage or flow- equalization facilities, submit timely and factual reports from the industrial user responsible for such discharge, pay any additional cost or expense incurred by the City for handling, treating, disposing or remediation as a result of wastes discharged to the wastewater treatment system, and such other conditions as may be necessary to protect the POTW and determine the industrial user's compliance with the requirements of this chapter.

B. The industrial user shall provide grease, oil, or sand interceptors when the POTW has notified the industrial user that such interceptors are necessary to protect the POTW from interference, pass through, slug load, or other potentially harmful effects of excessive discharges of grease, oil or sand, except that such interceptors are not required of domestic sources. All interceptors shall be of a type and capacity approved by the City and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed to protect the POTW, by the industrial user at its expense.

C. Industrial users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter. (Ord. 1361, 2019)

13.20.140: ACCIDENTAL SPILL PREVENTION PLANS:

The City may require any industrial user to develop and implement an accidental spill prevention plan (ASPP) or slug control plan. Where deemed necessary by the City based on a technical evaluation of the industrial user's discharge or process, facilities to prevent accidental discharge or slug discharges of pollutants shall be provided and maintained at the industrial user's cost and expense. An accidental spill prevention plan or slug control plan showing facilities and operating procedures to provide this protection shall be submitted to the City for review and approval before implementation. Industrial users that have been notified by the City to develop an ASPP or slug control plan shall submit said plan to the City within ninety (90) days after notification. Each industrial user shall implement its ASPP and slug control plan as submitted or as modified after such plan has been reviewed and approved by the City. Review and approval of such plans and operating procedures by the City shall not relieve the industrial user from the responsibility to modify its facility as necessary to meet the requirements of this chapter.

A. Any industrial user required to develop and implement an accidental spill prevention and/or slug control plan shall submit a plan which addresses, at a minimum, the following:

1. Description of discharge practices, including non-routine batch discharges;

2. Description of stored chemicals;

3. Procedures for immediately notifying the POTW ~~within twenty four (24) hours~~ of any accidental or slug discharges. Such notification must also be given for any discharge which would violate any of the standards in sections 13.20.050 through 13.20.080 of this chapter; and

4. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic chemicals (including solvents), and/or measures and equipment for emergency response.

B. Industrial users shall notify the POTW immediately but no later than twenty four (24) hours after the discovery of a slug or accidental discharge of substances regulated by this chapter. The notification shall include location of discharge, date and time thereof, type of waste, concentration and volume, and corrective actions. Any affected industrial user shall be liable for any expense, loss, or damage to the POTW, in addition to the amount of any fines imposed on the City on account thereof under State or Federal law. Within five (5) days following an accidental discharge, the industrial user shall submit to the Director a detailed written report describing the cause of the discharge and the measures to be taken by the industrial user to prevent similar future occurrences. Such notification shall not relieve the industrial user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property nor shall such notification relieve the industrial user of any fines, civil penalties, or other liability which may be imposed by this chapter or other applicable law.

C. Industrial users shall resample within thirty (30) days of a slug or accidental discharge to demonstrate compliance with the local limits and permitted discharge parameters.

D. Signs shall be permanently posted in conspicuous places on the industrial user's premises advising employees whom to call in the event of a slug or accidental discharge. Employers shall instruct all employees who may cause or discover such a discharge with respect to emergency notification procedures. (Ord. 1361, 2019)

13.20.150: SEPTIC TANK WASTES:

It is unlawful to discharge septic tank and chemical toilet waste into the City's wastewater collection system without written authorization by the Director. (Ord. 1361, 2019)

13.20.160: WASTEWATER DISCHARGE PERMITS:

No significant industrial user shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the City. Other industrial users do not need to apply for a permit unless required to do so by the City based on a technical review of the potential for the discharge to exceed a pretreatment standard or pretreatment requirement, or cause or contribute to pass through or interference of the POTW. (Ord. 1361, 2019)

13.20.170: WASTEWATER DISCHARGE PERMITTING, EXISTING SIU:

Any SIU that was discharging wastewater into the POTW prior to the effective date of this chapter and that wishes to continue such discharges in the future shall, within ninety (90) days after notification by the Director, submit a permit application to the City in accordance with this chapter and shall not cause or allow discharges to the POTW to continue after one hundred eighty (180) days after the effective date of this chapter except in accordance with a wastewater discharge permit issued by the City. (Ord. 1361, 2019)

13.20.180: WASTEWATER DISCHARGE PERMITTING, NEW SOURCE AND NEW USER:

At least ninety (90) days prior to the anticipated start-up, any new SIU and any new source so required by the City shall apply for a wastewater discharge permit and will be required to submit to the City at least the information listed in subsections 13.20.190A through E of this chapter. Such new sources or new SIUs shall not discharge without first receiving a wastewater discharge permit from the City. Such new sources and new SIUs shall also be required to include in their application information on the method of pretreatment they intend to use to meet applicable pretreatment standards. Such new sources and new SIUs shall give estimates of the information requested in subsections 13.20.190D and E of this chapter. (Ord. 1361, 2019)

13.20.190: WASTEWATER DISCHARGE PERMIT APPLICATION CONTENTS:

All industrial users required to obtain a wastewater discharge permit must submit an application in a form provided by the City and shall include the following information. Categorical industrial users shall also comply with the baseline report requirements pursuant to 40 CFR 403.12(b), or any superseding amendments thereto.

- A. Identifying Information: The name and address of the facility including the name of the operator and owners;
- B. Permits: A list of all environmental control permits held by or for the facility;
- C. Description Of Operations: A brief description of the nature, average rate of production, and standard industrial classification of the operation(s) carried out by such industrial user, including a list of all raw materials and chemicals used or stored at the facility which are or could accidentally or intentionally be discharged to the POTW; a review of the categorical industrial user criteria and analysis of whether the user falls into one or more categories, number and type of employees; hours of operation; each product produced by type, amount, process or processes, and rate of production; the on- or off-site storage capacity for wastewater; any planned process changes for the next three (3) years; type and amount of raw materials processed (average and maximum per day) and the time and duration of discharges. This description should also include a schematic process diagram which indicates points of discharge to the POTW from the regulated or manufacturing processes; site plans; floor plans; mechanical and plumbing plans; and details to show all sewers, sewer connections, inspection manholes, sampling chambers and appurtenances by size, location and elevation.
- D. Flow Measurement:
 - 1. Categorical industrial user: Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from each of the following:

- a. Regulated or manufacturing process streams; and
 - b. Other streams as necessary to allow use of the combined wastestream formula pursuant to 40 CFR 403.6(e), or any superseding amendments thereto.
2. Non-categorical industrial user: Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from each of the following:
- a. Total process flow, wastewater treatment plant flow, total plant flow or individual manufacturing process flow as required by the Director. Verifiable estimates of these flows may be allowed where it is justified by cost or feasibility considerations.
- E. Measurements Of Pollutants:
1. Categorical Industrial User:
 - a. Identify the applicable pretreatment standards for each regulated or manufacturing process.
 - b. The results of sampling and analysis identifying the nature and concentration (or mass where required by the categorical pretreatment standard or as required by the City) of regulated pollutants (including standards contained in sections 13.20.050 through 13.20.080 of this chapter, as appropriate) in the discharge from each regulated or manufacturing process. Both daily maximum and average concentration (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall conform to sampling and analytical procedures in sections 13.20.380 and 13.20.390 of this chapter.
 - c. A minimum of one representative sample shall be taken to compile that data necessary to comply with the requirements of this paragraph. Additional samples may be required by the City as necessary to accurately characterize the waste stream.
 - d. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e), or any superseding amendment thereto, for a categorical industrial user, this adjusted limit along with supporting data shall be submitted as part of the application.
 2. Non-Categorical Industrial User:
 - a. Identify the applicable pretreatment standards for its wastewater discharge.
 - b. Submit the results of sampling and analysis identifying the nature and concentration in the discharge (or mass where required by the City) of regulated pollutants contained in sections 13.20.050 through 13.20.080 of this chapter, as appropriate. Both daily maximum and average concentration (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall conform to sampling and analytical procedures outlined in sections 13.20.380 and 13.20.390 of this chapter.
 - c. The industrial user shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.
 - d. Where the Director developed alternate concentration or mass limits because of dilution, this adjusted limit along with supporting data shall be submitted as part of the application.
- F. Ability To Meet Pretreatment Standards: Submit a statement indicating whether the applicable pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the industrial user to meet the applicable pretreatment standards and requirements.

G. Compliance Schedule: If additional pretreatment and/or operations and maintenance (O&M) will be required to meet the applicable pretreatment standards, the industrial user shall submit the shortest schedule by which the industrial user will provide such additional pretreatment and/or O&M. The industrial user's schedule shall conform to the requirements of section 13.20.300 of this chapter. The completion date in this schedule shall not be later than the compliance date established pursuant to section 13.20.120 of this chapter.

1. Where the industrial user's categorical pretreatment standard has been modified by a removal allowance (40 CFR 403.7 or any superseding amendments thereto), the combined wastestream formula (40 CFR 403.6(e) or any superseding amendments thereto), and/or a fundamentally different factors variance (40 CFR 403.13 or any superseding amendments thereto) at the time the industrial user submits the report required by this paragraph, the information required by subsections F and G of this section shall pertain to the modified limits.

2. If the categorical pretreatment standard is modified by a removal allowance, the combined wastestream formula, and/or a fundamentally different factors variance after the industrial user submits the report required by subsections F and G of this section, then a report containing modified information shall be submitted by the industrial user within sixty (60) days after the new limit is approved.

Incomplete or inaccurate applications will not be processed and will be returned to the industrial user for revision.

H. Any requests for a monitoring waiver (or renewal of an approved monitoring waiver) for a pollutant neither present nor expected to be present in the discharge based on Section 13.20.290 B [40 CFR 403.12(e)(2)].

(Ord. 1361, 2019)

13.20.200: SIGNATORY AND CERTIFICATION REQUIREMENT:

All wastewater discharge permit applications and industrial user reports must be signed by a responsible officer or manager, or sole proprietor or general partner as applicable, or duly authorized representative.

A. For the purpose of this section, a responsible officer or manager means:

1. A president, vice-president, secretary, or treasurer of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or

2. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. This authorization must be made in

writing by the principal executive officer or ranking elected official and submitted to the City prior to or together with the report being submitted of the industrial user.

B. A duly authorized representative is an individual designated by the responsible officer, manager, sole proprietor or general partner in writing. The written authorization must be submitted to the City and also specifies either an individual or a position having the responsibility of the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company. If an authorization in this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of this section must be submitted to the City prior to or together with any reports to be signed by an authorized representative.

C. Every application, report and designation of responsible officer must contain the following certification statement signed and dated by the responsible officer:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

(Ord. 1361, 2019)

13.20.210: WASTEWATER DISCHARGE PERMIT DECISIONS:

The City will evaluate the data furnished by the industrial user and may require additional information needed to evaluate a complete application. Within ninety (90) days of receipt of a complete wastewater discharge permit application, the Director will determine whether or not to issue a wastewater discharge permit. If a permit is to be issued, it will be issued within the ninety (90) day window. The City may deny any application for a wastewater discharge permit or approve a permit subject to conditions. (Ord. 1361, 2019)

13.20.220: RECONSIDERATION OF WASTEWATER DISCHARGE PERMIT:

Any affected person, including the industrial user, may petition the Director to reconsider the terms of a wastewater discharge permit within ninety (90) days of its issuance.

A. Failure to submit a timely petition for reconsideration of permit shall be deemed to be a waiver of the administrative appeal pursuant to section 13.20.570 of this chapter.

B. In its petition, the requesting party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit.

C. The effectiveness of the wastewater discharge permit shall not be stayed pending the City's decision.

Failure of the Director to act within ninety (90) days on a request for reconsideration shall be deemed a denial of the request. (Ord. 1361, 2019)

13.20.230: WASTEWATER DISCHARGE PERMIT CONTENTS:

Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the City to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

A. Wastewater discharge permits will contain the following conditions:

1. A statement that indicates wastewater discharge permit duration, which in no event shall exceed five (5) years, and a specific date upon which the permit will expire.
2. A statement that the wastewater discharge permit is non-transferable without prior notification to and approval from the City, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
3. Applicable pretreatment standards (including local limits) and requirements, including effluent limits;
4. Self-monitoring, sampling, reporting, notification, submittal of technical reports, compliance schedules, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law;
5. Requirement to report the results of monitoring of any regulated pollutant that is conducted more frequently than required by the permit;
6. Requirement for immediate notification to the City where self-monitoring results indicate non-compliance;
7. Requirement to report a bypass or upset of a pretreatment facility;
8. Requirement to report immediately to the City all discharges, including slug loadings, that could cause problems to the POTW;
9. Requirement for the SIU who reports non-compliance to repeat the sampling and analysis and submit results to the City within thirty (30) days after becoming aware of the violation.
10. A statement of applicable civil, criminal, and administrative penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule.
11. Requirements to control slug discharges, if determined by the Director to be necessary.

[12. Any grant of monitoring waiver by the City \(Section 13.20.290 B\) must be included as a condition in the User's permit.](#)

B. Wastewater discharge permits may contain, but need not be limited to, the following conditions:

1. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
2. Requirements for the installation and proper operation and maintenance of pretreatment technology, pollution control, or construction of appropriate containment

devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

3. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or routine discharges;

4. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

5. The unit charge or schedule of industrial user charges and fees for the management of the wastewater discharged to the POTW;

6. Requirements for installation and maintenance of inspection and sampling facilities and equipment;

7. A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the wastewater discharge permit;

8. Any special agreements the City chooses to continue or develop between the City and industrial user;

9. Other conditions as deemed appropriate by the City to ensure compliance with this chapter, and State and Federal laws, rules, and regulations. (Ord. 1361, 2019)

13.20.240: WASTEWATER DISCHARGE PERMIT MODIFICATION:

The Director may modify the wastewater discharge permit for good cause including, but not limited to, the following:

A. To incorporate any new or revised Federal, State, or local pretreatment standards or requirements;

B. To address significant alterations or additions to the industrial user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;

C. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

D. Information indicating that the permitted discharge poses a threat to the City's POTW, City personnel, or the receiving waters;

E. Violation of any terms or conditions of the wastewater discharge permit;

F. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required report;

G. Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;

H. To correct typographical or other errors in the wastewater discharge permit; or

I. To reflect a transfer of the facility ownership and/or operation to a new owner/operator. (Ord. 1361, 2019)

13.20.250: WASTEWATER DISCHARGE PERMIT TRANSFER:

Wastewater discharge permits may be reassigned or transferred to a new owner and/or operator only if the permittee gives at least one hundred twenty (120) days' advance notice to the City and the City approves the wastewater discharge permit transfer. The notice to the City must include a written certification by the new owner and/or operator which:

- A. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
- B. Identifies the specific date on which the transfer is to occur; and
- C. Assumes full responsibility for complying with the existing wastewater discharge permit beginning on the date of the transfer.

Failure to provide advance notice of a transfer renders the wastewater discharge permit voidable as of the date of facility transfer.

Provided that the notice required above occurred and that there were no significant changes to the manufacturing operation or wastewater discharge, the new owner will be considered an existing industrial user and will be covered by the existing limits and requirements in the previous owner's permit. (Ord. 1361, 2019)

13.20.260: WASTEWATER DISCHARGE PERMIT REISSUANCE:

An industrial user who is required to have a wastewater discharge permit shall apply for wastewater discharge permit reissuance by submitting a complete wastewater discharge permit application, in accordance with section 13.20.190 of this chapter, a minimum of one hundred twenty (120) days prior to the expiration of the industrial user's existing wastewater discharge permit. An industrial user whose existing wastewater discharge permit has expired and who failed to submit its re-application in the time period specified herein will be deemed to be discharging without a wastewater discharge permit. An existing wastewater discharge permit issued to a particular industrial user is void upon the issuance of a new wastewater discharge permit to that industrial user. (Ord. 1361, 2019)

13.20.270: BASELINE MONITORING REPORTS:

A. Within either one hundred eighty (180) days after the effective date of a categorical pretreatment standard or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), or any superseding amendment thereto, (whichever is later) existing categorical industrial users currently discharging to or scheduled to discharge to the POTW, shall be required to submit to the City a report which contains the information listed in subsection B of this section. At least ninety (90) days prior to commencement of their discharge, new sources, and sources that become categorical industrial users subsequent to the promulgation of an applicable categorical standard, shall be required to submit to the City a report which contains the information listed in subsection B of this section. A new source shall also be required to report the method of pretreatment it intends to use to meet applicable categorical standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants discharged.

B. Industrial users described above shall submit the information set forth below.

1. Identifying Information: The name and address of the facility, including the name of the operator and owner.

2. Environmental Permits: A list of any environmental control permits held by or for the facility.

3. Description Of Operations: A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such industrial user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.

4. Flow Measurement: Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR 403.6(e), or any superseding amendment thereto.

5. Measurement Of Pollutants:

a. The categorical pretreatment standards applicable to each regulated process.

b. The results of sampling and analysis identifying the nature and concentration (and/or mass, where required by the standard or by the City) of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long term average concentrations (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in section 13.20.390 of this chapter.

6. Certification: A statement, reviewed by the industrial user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment, is required to meet the pretreatment standards and requirements.

7. Compliance Schedule: If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the industrial user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in section 13.20.300 of this chapter.

8. Signature And Certification: All baseline monitoring reports must be signed and certified in accordance with section 13.20.200 of this chapter.

9. Sampling And Analyses: Sampling and analyses must be performed in accordance with procedures set out in sections 13.20.380 and 13.20.390 of this chapter. (Ord. 1361, 2019)

13.20.280: FINAL COMPLIANCE REPORT (INITIAL COMPLIANCE REPORT):

A. Within ninety (90) days following the date for final compliance of an existing significant industrial user with applicable pretreatment standards and requirements set forth in this chapter, in Federal categorical standards, or in a wastewater discharge permit, or, in the case of a new source or a new SIU, within ninety (90) days following commencement of the introduction of wastewater into the POTW, the affected industrial user shall submit to the City a report containing the information outlined in subsections 13.20.190D through F of this chapter.

B. For industrial users subject to equivalent mass or concentration limits established by the City in accordance with procedures established in 40 CFR 403.6(c), or any superseding amendments thereto, this report shall contain a reasonable measure of the industrial user's long term production rate. For all other industrial users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the industrial user's actual production during the appropriate sampling period. (Ord. 1361, 2019)

13.20.290: PERIODIC COMPLIANCE REPORT:

A. Except as specified in 13.20.290.C, all significant industrial users must, at a frequency determined by the City submit no less than twice per year, on dates specified to the user, reports indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the user must submit documentation as stipulated by the City or the Pretreatment Standard necessary to determine the compliance status of the user.

~~Any industrial user that is required to have an industrial waste discharge permit and performs self-monitoring shall comply with all applicable requirements under 40 CFR 403.12, or any superseding amendments thereto, and submit to the City during the months specified in the permit, unless required on other dates or more frequently by the City, a report indicating the nature of the effluent over the previous reporting period. The frequency of monitoring shall be as prescribed within the industrial waste discharge permit. At a minimum, industrial users shall sample their discharge at least twice per year.~~

B. The City may authorize an industrial user subject to a categorical Pretreatment Standard to forego sampling of a pollutant regulated by a categorical Pretreatment Standard if the industrial user has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the discharge, or is present ~~only~~ at background levels from intake water and without any increase in the pollutant due to activities of the industrial user. [see 40 CFR 403.12(e)(2)] This authorization is subject to the following conditions:

- (1) The waiver may be authorized where a pollutant is determined to be present solely due to sanitary wastewater discharged from the facility provided that the sanitary wastewater is not regulated by an applicable categorical Standard and otherwise includes no process wastewater.
- (2) The monitoring waiver is valid only for the duration of the effective period of the individual wastewater discharge permit, but in no case longer than 5 years. The User must submit a new request for the waiver before the waiver can be granted for each subsequent individual wastewater discharge permit. See Section 13.20.190 H.
- (3) In making a demonstration that a pollutant is not present, the industrial user must provide data from at least one sampling of the facility's process wastewater prior to

any treatment present at the facility that is representative of all wastewater from all processes.

- (4) The request for a monitoring waiver must be signed in accordance with Section 13.20.030 Authorized Representative of the Industrial User and include the certification statement in Section 13.20.200 (40 CFR 403.6(a)(2)(ii)).
- (5) Non-detectable sample results may be used only as a demonstration that a pollutant is not present if the EPA approved method from 40 CFR Part 136 with the lowest minimum detection level for that pollutant was used in the analysis.
- (6) Any grant of the monitoring waiver by the City must be included as a condition in the user's permit. The reasons supporting the waiver and any information submitted by the user in its request for the waiver must be maintained by the City for 3 years after expiration of the waiver.
- (7) Upon approval of the monitoring waiver and revision of the User's permit by the City, the industrial user must certify on each report with the statement in 13.20.290C below, that there has been no increase in the pollutant in its waste stream due to activities of the industrial user.
- (8) In the event that a waived pollutant is found to be present or is expected to be present because of changes that occur in the user's operations, the user must immediately: Comply with the monitoring requirements of Section 13.20.290 A, or other more frequent monitoring requirements imposed by the City, and notify the City.
- (9) This provision does not supersede certification processes and requirements established in categorical Pretreatment Standards, except as otherwise specified in the categorical Pretreatment Standard.

~~report shall include a record of the concentrations (and mass if specified in the wastewater discharge permit) of the pollutants listed in the wastewater discharge permit that were measured and a record of all flow measurements (average and maximum) taken at the designated sampling locations and shall also include any additional information required by this chapter or the wastewater discharge permit. Production data shall be reported if required by the wastewater discharge permit. Both daily maximum and average concentration (or mass, where required) shall be reported. If an industrial user sampled and analyzed more frequently than what was required by the City or by this chapter, using methodologies in 40 CFR part 136, it must submit all results of sampling and analysis of the discharge during the reporting period.~~

~~C. —C.—The City pay reduce the requirement for periodic compliance reports [see Section 13.20.290 A (40 CFR 403.12(e)(1))] to a requirement to report no less frequently than ones a year, unless required more frequently in the Pretreatment Standard or by the [EPA Approval Authority](#), where the industrial user's total categorical wastewater flow does not exceed any of the following:~~

- (1) 0.01 percent of the design dry weather hydraulic capacity of the POTW, or five thousand (5,000) gallons per day, whichever is smaller, as measured by a

continuous effluent flow monitoring device unless the industrial discharges in batches.

(2) 0.01 percent of the design dry weather organic treatment capacity of the POTW; and

(3) 0.01 percent of the maximum allowable headworks loading for any pollutant regulated by the applicable categorical Pretreatment Standard for which approved local limits were developed by the POTW in accordance with 40 CFR 403.15(c) and paragraph D. of this section.

Reduced reporting is not available to Industrial Users that have in the last two (2) years been in Significant Noncompliance as defined in Section 9 of this ordinance. In addition, reduced reporting is not available to an Industrial User with daily flow rates, production levels, or pollutant levels that vary so significantly that, in the opinion of the City, decreasing the reporting requirement for this Industrial User would result in data that are not representative of conditions occurring during the reporting period.

D. Any industrial user subject to equivalent mass or concentration limits established by the City or by unit production limits specified in the applicable categorical standards shall report production data as outlined in subsection 13.20.280_B of this chapter.

~~D.—I~~

E. ~~D.~~ If the City calculated limits to factor out dilution flows or non-regulated flows, the industrial user will be responsible for providing flows from the regulated process flows, dilution flows and non-regulated flows.

~~E.—F~~

F. ~~E.~~ Flows shall be reported on the basis of actual measurement, provided, however, that the City may accept reports of average and maximum flows estimated by verifiable techniques if the City determines that an actual measurement is not feasible.

~~F.—D~~

G. ~~F.~~ Discharges sampled shall be representative of the industrial user's daily operations and samples shall be taken in accordance with the requirements specified in section 13.20.380 of this chapter.

~~G.—T~~

H. ~~G.~~ The City may require reporting by industrial users that are not required to have an industrial wastewater discharge permit if information or data is needed to establish a sewer charge, determine the treatability of the effluent, or determine any other factor which is related to the operation and maintenance of the sewer system.

I. All periodic compliance reports must be signed and certified in accordance with section 13.20.200 of this chapter.

~~H.—~~

I. ~~H.~~ The City may require self-monitoring by the industrial user or, if requested by the industrial user, may agree to perform the periodic compliance monitoring needed to prepare the periodic compliance report required under this section. If the City agrees to perform such periodic compliance monitoring, it may charge the industrial

user for such monitoring, based upon the costs incurred by the City for the sampling and analyses. Any such charges shall be added to the normal sewer charge and shall be payable as part of the sewer bills. The City is under no obligation to perform periodic compliance monitoring for an industrial user.

K. All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

L. If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sample location more frequently than required by the City, using procedures prescribed in Section 13.20.380 of this ordinance, the results of this monitoring shall be included in the report.

(Ord. 1361, 2019)

13.20.300: COMPLIANCE SCHEDULES FOR MEETING APPLICABLE PRETREATMENT STANDARDS:

A. The schedule shall contain increments of progress in the form of dates for the commencement and completion of milestones leading to the construction and operation of additional pretreatment required for the industrial user to meet the applicable pretreatment standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).

B. No increment referred to in subsection A of this section shall exceed nine (9) months, unless an alternate schedule has been approved in writing by the Director.

C. Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the industrial user shall submit a progress report to the City including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the industrial user to return the construction to the schedule established. In no event shall more than one hundred eighty (180) days elapse between such progress reports. (Ord. 1361, 2019)

13.20.310: HAZARDOUS WASTE NOTIFICATION:

Any industrial user that is discharging more than fifteen kilograms (15 kg) of hazardous wastes as defined in 40 CFR 261 (listed or characteristic wastes) in a calendar month or any facility discharging any amount of acutely hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), or any superseding amendments thereto, is required to provide written notification to the City, to the EPA Region 10 Office of Air, Waste, and Toxics Director, and to the Idaho Department of Environmental Quality Division of Waste Management. Any existing industrial user exempt from this notification shall comply with the requirements contained herein within thirty (30) days of becoming aware of a discharge of fifteen kilograms (15 kg) of hazardous wastes in a calendar month or any discharge of acutely hazardous wastes to the City sewer system.

Such notification shall include:

- A. The name of the hazardous waste as set forth in 40 CFR part 261, or any superseding amendments thereto,
- B. The EPA hazardous waste number, and
- C. The type of discharge (continuous, batch, or other).
- D. If an industrial user discharges more than one hundred kilograms (100 kg) of such waste per calendar month to the sewer system, the notification shall also contain the following information to the extent it is known or readily available to the industrial user:
 1. An identification of the hazardous constituents contained in the wastes,
 2. An estimation of the mass and concentration of such constituents in the wastestreams discharged during that calendar month, and
 3. An estimation of the mass of constituents in the wastestreams expected to be discharged during the following twelve (12) months.

These notification requirements do not apply to pollutants already reported under the self-monitoring requirements.

Whenever the EPA publishes final rules identifying additional hazardous wastes or new characteristics of hazardous waste, an industrial user shall notify the City of the discharge of such a substance within ninety (90) days of the effective date of such regulations.

In the case of any notification made under this paragraph, an industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical. (Ord. 1361, 2019)

13.20.320: NOTICE OF POTENTIAL PROBLEMS, INCLUDING ACCIDENTAL SPILLS, SLUG LOADS:

- A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, or Slug Load, as defined in section 13.20.030 of this chapter, that might cause potential problems for the POTW, the User shall immediately telephone and notify the City of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.
- B. Within five (5) days following such discharge, the User shall, unless waived by the City, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this ordinance.
- C. A notice shall be permanently posted on the User's bulletin board or other prominent place advising employees who to call in the event of a discharge described in paragraph A, above. Employers shall ensure that all employees, who

could cause such a discharge to occur, are advised of the emergency notification procedure.

D. Significant Industrial Users are required to notify the City immediately of any changes at its facility affecting the potential for a Slug Discharge.

E. Any industrial user who discharges a slug load of pollutants shall be liable for any expense, loss, or damage to the POTW, in addition to the amount of any fines imposed on the City under State or Federal law.

~~Any user shall notify the POTW immediately of all discharges that could cause problems to the POTW, including any slug loads, as defined in section 13.20.030 of this chapter. The notification shall include the concentration and volume, and the corrective actions and steps being taken by the industrial user to reduce any adverse impact to the POTW. Any industrial user who discharges a slug load of pollutants shall be liable for any expense, loss, or damage to the POTW, in addition to the amount of any fines imposed on the City under State or Federal law. (Ord. 1361, 2019)~~

13.20.330: BYPASS:

A. Terms: For the purposes of this section:

BYPASS: Means the intentional diversion of wastestreams from any portion of an industrial user's treatment facility.

SEVERE PROPERTY DAMAGE: Means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

B. Permissible Bypasses: An industrial user may allow any bypass to occur which does not cause applicable pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of subsections C and D of this section.

C. Notice Of Bypass:

1. If an industrial user knows in advance of the need for a bypass, it shall submit prior notice to the POTW at least ten (10) days before the date of the bypass, if possible.

2. An industrial user shall submit oral notice to the City of an unanticipated bypass that exceeds applicable pretreatment standards within twenty four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the industrial user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass. The POTW may waive the written report on a case-by-case basis if the oral report has been received within twenty four (24) hours.

D. Bypass Conditions:

1. Bypass is prohibited, and the POTW may take an enforcement action against an industrial user for a bypass, unless:

a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

c. The industrial user submitted notices as required under subsection C of this section.

2. The POTW may approve an anticipated bypass, after considering its adverse effects, if the POTW determines that it will meet the three (3) conditions listed in subsection D1 of this section. (Ord. 1361, 2019)

13.20.340: NON-COMPLIANCE REPORTING:

If sampling performed by an industrial user indicates a violation, the industrial user shall notify the POTW within twenty four (24) hours of becoming aware of the violation. The industrial user shall also repeat the sampling within five (5) days and submit the results of the repeat analysis to the POTW within thirty (30) days after becoming aware of the violation. Where the POTW has performed the sampling and analysis in lieu of the industrial user, the POTW must perform the repeat sampling and analysis unless it notifies the industrial user of the violation and requires the industrial user to perform the repeat analysis. Resampling is not required if:

A. The POTW performs sampling at the industrial user at a frequency of at least once per month, or

B. The POTW performs sampling at the industrial user between the time when the initial sampling was conducted and the time when the industrial user or the POTW receives the results of this sampling. (Ord. 1361, 2019)

13.20.350: NOTIFICATION OF CHANGED DISCHARGE:

A. All significant industrial users shall promptly notify the POTW in advance of a change in the average monthly volume greater than twenty percent (20%) or a significant change in the character of pollutants in their discharge, including significant manufacturing process changes, pretreatment modifications, and the listed or characteristic hazardous wastes for which the industrial user has submitted initial notification under 40 CFR 403.12(p).

B. Any industrial user operating under a wastewater discharge permit incorporating equivalent mass or concentration limits shall notify the City within two (2) business days after the industrial user has a reasonable basis to know that the production level will significantly change within the next calendar month. Any industrial user not providing a notice of such anticipated change will be required to comply with the existing limits contained in its wastewater discharge permit. (Ord. 1361, 2019)

13.20.360: REPORTS FROM UN-PERMITTED INDUSTRIAL USERS:

All industrial users not required to obtain a wastewater discharge permit shall provide appropriate reports to the City as the City may require. (Ord. 1361, 2019)

13.20.370: RECORD KEEPING:

Industrial users subject to the reporting requirements of this chapter shall retain and make available for inspection and copying all records of information obtained pursuant to any monitoring activities required by this chapter and any additional records of information obtained pursuant to monitoring activities undertaken by the industrial user independent of such requirements. Records shall include the chain-of-custody forms and the date, exact place, method, and time of sampling and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses including documentation associated with Best Management Practices. These records shall remain available for a period of at least five (5) years. This period shall be automatically extended for the duration of any litigation concerning the industrial user or POTW, or where the industrial user has been specifically notified of a longer retention period by the Director. (Ord. 1361, 2019)

13.20.380: SAMPLING REQUIREMENTS FOR INDUSTRIAL USERS:

A. Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. For all other pollutants, twenty four (24) hour composite samples must be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the POTW, the samples must be representative of the discharge and the decision to allow the alternative sampling must be documented in the industrial user file for that facility or facilities. Using protocols (including appropriate preservation) specified in 40 CFR part 136 and appropriate EPA guidance, multiple grab samples collected during the twenty four (24) hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory. Composite samples for other parameters unaffected by compositing procedures as documented in approved EPA methodologies may be authorized by the POTW, as appropriate.

B. For sampling required in support of baseline monitoring and 90-day compliance reports, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the POTW may authorize a lower minimum. For the reports required by 40 CFR 403.12(e) and (h), or any superseding amendment thereto, the POTW shall require the number of grab samples necessary to assess and assure compliance by industrial users with applicable pretreatment standards and requirements.

C. Samples shall be taken immediately downstream from pretreatment facilities if such exist, immediately downstream from the regulated or manufacturing process if no pretreatment exists, or at a location determined by the City and specified in the industrial user's wastewater discharge permit. For categorical industrial users, if other wastewaters are mixed with the regulated wastewater prior to pretreatment, the industrial user shall measure the flows and concentrations necessary to allow use of the combined wastestream formula of 40 CFR 403.6(e), or any superseding amendment thereto, in order to evaluate

compliance with the applicable categorical pretreatment standards. For other SIUs, for which the City has adjusted its local limits to factor out dilution flows, the industrial user shall measure the flows and concentrations necessary to evaluate compliance with the adjusted pretreatment standard(s).

D. All sample results shall indicate the time, date and exact place of sampling, and methods of analysis and shall certify that the wastestream sampled is representative of normal work cycles and expected pollutant discharges from the industrial user. If an industrial user sampled and analyzed more frequently than what was required in its wastewater discharge permit, using methodologies in 40 CFR part 136, or any superseding amendment thereto, it must submit all results of sampling and analysis of the discharge as part of its self-monitoring report. (Ord. 1361, 2019)

13.20.390: ANALYTICAL REQUIREMENTS:

All pollutant analyses, including sampling techniques, shall be performed in accordance with the techniques prescribed in 40 CFR part 136 unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by the EPA. (Ord. 1361, 2019)

13.20.400: CITY MONITORING OF INDUSTRIAL USER'S WASTEWATER:

The City will follow the same procedures as outlined in sections 13.20.380 and 13.20.390 of this chapter. (Ord. 1361, 2019)

13.20.410: INSPECTION AND SAMPLING:

Industrial users shall allow the Director ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties necessary to ascertain whether the industrial user complies with this chapter.

A. Where an industrial user has security measures in force which require proper identification and clearance before entry into its premises, the industrial user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Director will be permitted to enter without delay for the purposes of performing specific responsibilities.

B. Industrial users shall allow the Director to set up on the industrial user's property, and the Director is authorized to require installation of such devices as are necessary to conduct sampling and/or metering of the industrial user's operations.

C. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the industrial user at the written or verbal request of the Director and shall not be replaced. The costs of clearing such access shall be borne by the industrial user.

D. Unreasonable delays in allowing the Director access to the industrial user's premises shall be a violation of this chapter. (Ord. 1361, 2019)

13.20.420: MONITORING FACILITIES:

Each industrial user shall provide and operate at its own expense a monitoring facility to allow inspection, sampling, and flow measurements of each sewer discharge to the City. Each monitoring facility shall be situated on the industrial user's premises, except, where such a location would be impractical or cause undue hardship on the industrial user, the City may concur with the facility being constructed in the public street or sidewalk area, providing that the facility is located so that it will not be obstructed by landscaping or parked vehicles. The Director, whenever applicable, may require the construction and maintenance of sampling facilities at other locations (for example, at the end of a manufacturing line or a wastewater treatment system).

There shall be ample room in or near such sampling facility to allow accurate sampling and preparation of samples for analysis. The facility, including the sampling and measuring equipment, shall be maintained at all times in a safe and proper operating condition at the expense of the industrial user.

The Director may require the industrial user to install monitoring equipment as necessary. All monitoring facilities shall be constructed and maintained in accordance with all applicable local construction standards and specifications. All devices used to measure wastewater flow and quality shall be calibrated to ensure their accuracy. (Ord. 1361, 2019)

13.20.430: SEARCH WARRANTS:

If the Director has been refused access to a building, structure or property, or any part thereof and is able to demonstrate probable cause to believe that there may be a violation of this chapter, or that there is a need to inspect as part of a routine inspection program of the City designed to verify compliance with this chapter or any wastewater discharge permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the Director is authorized to seek issuance of a search and/or seizure warrant. (Ord. 1361, 2019)

13.20.440: CONFIDENTIAL INFORMATION:

A. Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from City inspections and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the City, that the methods of production are entitled to protection as trade secrets under applicable State law.

B. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made immediately upon request to governmental agencies for uses related to the Idaho Pollution Discharge Elimination System (IPDES) program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data as defined by Federal regulations will not be recognized as confidential information and will be available to the public without restriction. Any information and data submitted by the industrial user which is

desired to be considered a trade secret shall have the words "Confidential Business Information" stamped on each page containing such information. (Ord. 1361, 2019)

13.20.450: PUBLICATION OF INDUSTRIAL USERS IN SIGNIFICANT NON- COMPLIANCE:

A list of industrial users determined by the City to be in significant non-compliance will be published annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW. The list will include the industrial users which, during the previous twelve (12) months, were in significant non-compliance with applicable pretreatment standards and requirements. For the purposes of this provision, a significant industrial user is in significant noncompliance if its violation meets one or more of the following criteria, and a permitted industrial user that is not a significant industrial user is in significant noncompliance if its violation meets one or more of criteria in subsection C, D or H of this section:

A. Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent (66%) or more of wastewater measurements taken for the same pollutant parameter during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l);

B. Technical review criteria (TRC) violations, defined here as those in which thirty three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the TRC (TRC = 1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

C. Any other discharge violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(l), (daily maximum, longer-term average, instantaneous limit, or narrative standard) that the POTW determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);

D. Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the City's exercise of its emergency authority to halt or prevent such a discharge;

E. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

F. Failure to provide within thirty (30) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

G. Failure to accurately report non-compliance; or

H. Any other violation or group of violations, which may include a violation of Best Management Practices, which the POTW determines will adversely affect the operation or implementation of the local pretreatment program. (Ord. 1361, 2019)

13.20.460: WASTEWATER DISCHARGE PERMIT REVOCATION:

Wastewater discharge permits may be revoked for, but not limited to, the following reasons:

- A. Failure to notify the City of significant changes to the wastewater prior to the changed discharge;
- B. Failure to provide prior notification to the City of changed conditions;
- C. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- D. Falsifying self-monitoring reports;
- E. Tampering with monitoring equipment;
- F. Refusing to allow the City timely access to the facility premises and records for the purposes of inspection, monitoring or sampling;
- G. Failure to meet discharge limitations;
- H. Failure to pay fines;
- I. Failure to pay sewer charges;
- J. Failure to meet compliance schedules;
- K. Failure to complete a wastewater survey or the wastewater discharge permit application;
- L. Failure to provide advance notice of the transfer of a permitted facility;
- M. Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this chapter.

The City will notify industrial user of a proposed revocation of permit and offer an opportunity to show cause why the proposed action should not be taken. (Ord. 1361, 2019)

13.20.470: DISCHARGE SUSPENSION; EMERGENCY:

The City may immediately suspend a user's discharge (after informal notice to the user) whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health and welfare of persons or to the integrity of operation of the water reclamation system. The City may also immediately suspend a user's discharge that presents or may present a danger to the environment. Notice of suspension shall be provided by whatever effective means may be possible.

A. Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the City may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the water reclamation system, its receiving stream, or endangerment to any individuals. The City may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the City that the period of endangerment has passed, unless the termination proceedings for nonemergency set forth in this chapter are initiated against the user. Any costs of disconnection and reconnection shall be borne by the user.

B. A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the cause of the

harmful contribution and the measures taken to prevent any future occurrence, to the City prior to the date of any show cause or termination hearing provided for in this chapter. (Ord. 1361, 2019)

13.20.480: TERMINATION OF DISCHARGE (NON-EMERGENCY):

In addition to the provisions in section 13.20.460 of this chapter, any industrial user that violates the following conditions is subject to discharge and/or water service termination:

- A. Violation of wastewater discharge permit conditions;
- B. Failure to accurately report the wastewater constituents and characteristics of its discharge;
- C. Failure to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge;
- D. Refusal of reasonable access to the industrial user's premises for the purpose of inspection, monitoring or sampling; or
- E. Violation of the pretreatment standards in sections 13.20.050 through 13.20.080 of this chapter.

Such industrial user will be notified of the proposed termination of its discharge and/or water service and be offered an opportunity to show cause under section 13.20.510 of this chapter why the proposed action should not be taken. (Ord. 1361, 2019)

13.20.490: VIOLATIONS; NOTICE:

When the City finds that a user has violated (or continues to violate) any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the City may serve upon that user a written notice of violation (via personal service or certified mail, return receipt). Within thirty (30) days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to the City. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this chapter shall limit the authority of the City to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation. (Ord. 1361, 2019)

13.20.500: VIOLATIONS; CONSENT ORDERS:

The City may enter into consent orders, assurances or voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents will include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. (Ord. 1361, 2019)

13.20.510: VIOLATIONS; SHOW CAUSE HEARING:

The City may order a user which has violated or continues to violate any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other

pretreatment standard or requirement, to appear before the City Administrator and show cause why proposed enforcement action should not be taken. Notice shall be served for the hearing, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by regular and certified mail (return receipt requested) at least ten (10) working days prior to the hearing. Such notice may be served on any authorized representative of the user or left attached to the door at the entrance. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

A. The City Administrator may conduct the hearing and take the evidence, or may designate a Hearing Officer to issue in the name of the City Administrator notices of hearing requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing; take the evidence; transmit a report of the evidence and hearing; and, together with recommendations to the City Administrator for action thereon.

B. At any hearing held pursuant to this chapter, testimony taken must be under oath and recorded. The transcript, so recorded, may be made available to any member of the public or any party to the hearing upon payment of the usual charges therefor.

C. After the City Administrator has reviewed the evidence, testimony and recommendations, he may issue a compliance order to the user responsible for the discharge directing that, following a specified time period, sewer service will be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed or that existing treatment facilities, devices or other related appurtenances are properly operated. Compliance orders may also contain other requirements to address the compliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. (Ord. 1361, 2019)

13.20.520: VIOLATION; ADMINISTRATIVE FINES:

A. When the City finds that a user has violated or continues to violate any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the City may fine such user in an amount not to exceed one thousand dollars (\$1,000.00) per violation. Such fines may be assessed on a per violation, per day basis. In the case of the monthly or other long term average discharge limits, fines may be assessed for each day during the period of violation.

B. Unpaid charges, fines, and penalties shall, after thirty (30) calendar days, be assessed an additional penalty of twelve percent (12%) of the unpaid balance, and interest shall accrue thereafter at a rate of twelve percent (12%) per annum.

C. Users desiring to dispute such fines must file a written request for the City to reconsider the fine along with full payment of the fine amount within thirty (30) days of being notified of the fine. Where a reconsideration request has potential merit, the City Administrator may convene a hearing on the matter promptly after receiving the request from the user. In the event the user's reconsideration request is determined to have merit, the penalty payment, together with any interest accruing thereto, may be returned to the

user. The City may add the costs of preparing administrative enforcement actions, such as notices and order, to the civil fine. (Ord. 1361, 2019)

13.20.530: VIOLATION; INJUNCTIVE RELIEF:

When the City finds that a user has violated or continues to violate any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the City may petition the First Judicial District Court, through the City's Attorney, for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this chapter on activities of the user. The City may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. (Ord. 1361, 2019)

13.20.540: VIOLATIONS; CIVIL PENALTIES:

A. A user which has violated or continues to violate any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, may be assessed a maximum civil penalty to be paid to the City of one thousand dollars (\$1,000.00) per violation per day. Penalties may accrue for each day during the period of the violation.

B. In addition to civil penalties assessed by the court, the City may recover reasonable attorney fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.

C. In determining the amount of civil liability, the court shall take into account all relevant circumstances including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires. (Ord. 1361, 2019)

13.20.550: VIOLATIONS; CRIMINAL PROSECUTION:

A user which has willfully or negligently violated any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement; a user which has willfully or negligently introduced any substance into the water reclamation system which causes personal injury or property damage; or a user which, or employee who, knowingly made any false statements, representations or certifications in any application, record, report, plan or other documentation filed, or required to be maintained, pursuant to this chapter, a wastewater discharge permit or order issued hereunder, or who has falsified, tampered with or knowingly rendered inaccurate any monitoring device or method required under this chapter, shall, upon conviction, be guilty of a misdemeanor, punishable as provided in title 1, chapter 1.24 of this Code for each violation. (Ord. 1361, 2019)

13.20.560: VIOLATIONS; REMEDIES NONEXCLUSIVE:

The provisions of this chapter which provide a remedy or penalty for a violation are not exclusive. Enforcement of pretreatment violations will generally be in accordance with the City's enforcement response plan. The City reserves the right to take any, or all, or any combination of these actions against a noncompliant user when the circumstances warrant. Further the City is empowered to take more than one enforcement action against any noncompliant user. These actions may be taken concurrently. Pursuing one type of remedy shall not be a bar against, or a prerequisite for, taking any other action against the user. (Ord. 1361, 2019)

13.20.570: APPEAL PROCEDURE:

Any party affected by any decision, action, fine or other determination of the Director, may appeal that decision or action to the City Administrator by filing with the City Clerk an appeal within ten (10) business days of receipt of decision of the Director. The appeal shall be in writing and include a statement of the factual basis for the appeal. Upon timely receipt of the appeal, the City Administrator will schedule the appeal for hearing. The burden in the appeal shall be on the industrial user to show that the decision was made unlawfully or that the violation did not occur. The decision of the City Administrator shall be a final decision. (Ord. 1361, 2019)

13.20.580: PUBLIC NUISANCES:

In addition to any enforcement actions set out in this chapter, a violation of any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, is hereby declared a public nuisance and shall be corrected or abated as directed by the City. Any person(s) creating a public nuisance shall be subject to the provisions of this Code or State law governing public nuisances. (Ord. 1361, 2019)

13.20.590: AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS:

A. Upset:

1. For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary non-compliance with applicable pretreatment standards because of factors beyond the reasonable control of the industrial user. An upset does not include non-compliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

2. An upset shall constitute an affirmative defense to an action brought for non-compliance with applicable pretreatment standards if the requirements of subsection A3 of this section are met.

3. An industrial user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- a. An upset occurred and the industrial user can identify the cause(s) of the upset;
- b. The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures;

c. The industrial user controlled production of all discharges to the extent necessary to maintain compliance with applicable pretreatment standards upon reduction, loss, or failure of their treatment facility until the facility was restored or an alternative method of treatment was provided; and

d. The industrial user has submitted the following information to the POTW and treatment plant operator within twenty four (24) hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within 5 days):

- (1) A description of the indirect discharge and cause of non-compliance;
- (2) The period of non-compliance, including exact dates and times or, if not corrected, the anticipated time the non-compliance is expected to continue; and
- (3) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the non-compliance.

4. In any enforcement proceeding, the industrial user seeking to establish the occurrence of an upset shall have the burden of proof.

5. Industrial users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for non-compliance with applicable pretreatment standards.

B. Prohibited Discharge Standards: An industrial user shall have an affirmative defense to an enforcement action brought against it for non-compliance with the prohibitions in subsections 13.20.050A and B3 through B7 of this chapter, if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either: 1) a local limit exists for each pollutant discharged and the industrial user was in compliance with each limit directly prior to, and during, the pass through or interference; or 2) no local limit exists, but the discharge did not change substantially in nature or constituents from the industrial user's prior discharge when the City was regularly in compliance with its IPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements. (Ord. 1361, 2019)

13.20.600: PRETREATMENT CHARGES AND FEES:

The City may adopt by resolution of the City Council reasonable fees for reimbursement of costs of setting up and operating the City's Pretreatment Program which may include:

A. Fees for wastewater discharge permit applications including the cost of processing such applications;

B. Fees for monitoring, inspection, and surveillance procedures including the cost of collection and analyzing an industrial user's discharge, and reviewing monitoring reports submitted by industrial users;

C. Fees for reviewing and responding to accidental discharge procedures and construction;

D. Fees for filing appeals; and

E. Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this chapter and are separate from all other fees, fines, and penalties chargeable by the City. (Ord. 1361, 2019)