



**CITY COUNCIL
MEETING AGENDA**

**December 6, 2022
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

Topic: Planning and Zoning – Revenue Per Square Foot

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

1. CONSENT CALENDAR

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

ACTION ITEMS:

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

- h. Cash and Investment Report for September 2022
- i. Jacklin Highway 41 Project Construction Improvement Agreement

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Update to Fee Resolution FY 2023

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

- a. Ordinance – Hydrilla Estates Zone Change to R1
- b. Tertiary Treatment Upgrade – Amendment 7 to the Professional Services Agreement with JUB Engineers
- c. Tertiary Treatment Upgrade – Panhandle Area Council, Request for Increase of Contract Amount

4. NEW BUSINESS

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

ACTION ITEMS:

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

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEM (To enter into executive session only):

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

RETURN TO REGULAR SESSION

ADJOURNMENT

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

Mayor Ronald G. Jacobson

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

Mission

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

Vision

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

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

Calendar of Meetings & Events

Dec 2	6:00 pm	Winterfest – City Hall Plaza
Dec 6	5:00 pm	<u>City Council Workshop</u> – Revenue Per Square Foot
Dec 6	6:00 pm	<u>City Council</u>
Dec 13	5:30 pm	Planning and Zoning Commission
Dec 15	8:00 am	Urban Renewal Agency
Dec 20	6:00 pm	<u>City Council</u>
Dec 24		Christmas Eve
Dec 25		Christmas Day
Dec 26		City business offices will be closed in Observance of Christmas Day
Dec 27	6:00 pm	Parks and Recreation Commission
Dec 31		New Year’s Eve
Jan 1		New Year’s Day
Jan 2		City Business Offices will be closed in Observance of New Year’s Day
Jan 3	6:00 pm	City Council
Jan 9	5:30 pm	Planning and Zoning Commission
Jan 16		City business offices will be closed in Observance of Martin Luther King Jr. Day
Jan 17	5:00 pm	Council Workshop
Jan 17	6:00 pm	City Council
Jan 19	8:00 am	Urban Renewal Agency
Jan 24	6:00 pm	Parks and Recreation Commission
Feb 7	6:00 pm	City Council
Feb 14		Valentine’s Day
Feb 14	5:30 pm	Planning and Zoning Commission
Feb 16	8:00 am	Urban Renewal Agency
Feb 20		City Business offices will be closed in Observance of Presidents’ Day
Feb 21	5:00 pm	City Council Workshop
Feb 21	6:00 pm	City Council
Feb 28	6:00 pm	Parks and Recreation Commission

Post Falls City Council Meeting

December 6th, 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

5:00pm Workshop - Planning and Zoning Revenue Per Square Foot

1. Consent Calendar

- d. Hydrilla Estates Master Development Agreement – The Planning Division requests approval of the MDA for the abovementioned project. The applicant has requested to subdivide 5.37 acres into 15 Single-Family (R-1) lots. The Planning and Zoning Commission approved the request at their June 29th, 2022, hearing. If approved, the Mayor will sign the agreement.
- e. Frontage Improvement Waiver Request for 513 W. 14th Ave – The Engineering Division recommends approval of the frontage improvement waiver at the abovementioned address. There are generally not existing improvements in the vicinity. Upon approval of the consent agenda, the waiver will be approved.
- f. Disposal of a 2013 John Deere Mower – The Fleet Division requests approval to surplus a 2013 John Deere 54” Mulching Mower. The mower has been replaced and is beyond its useful life. Upon approval to surplus, the mower will be sent to auction.
- g. Revised Schedule 1 Agreement with Gunnerson Consulting and Communications Site Services – Utility Manager Craig Borrenpohl requests approval of the Agreement with Gunnerson Consulting and Communications Site Services LLC (GCCSS). The City has consulted with GCCSS since August of 2021 for management of leases for cellular and wireless services. This and the previous agreements reduce City Staff management burden and protects the City’s interests and infrastructure. The revised Schedule 1 adjusts GCCSS’s hourly rate from \$200 to \$225. If approved, the Mayor shall sign the agreement.
- h. Cash and Investment Report for September 2022 – The Finance Department presents the September 2022 cash and investment balances in compliance with Idaho Code.

- i. Jacklin Highway 41 Project 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 will sign the documents.

2. Public Hearings

- a. Update to Fee Resolution FY 2023 – Opportunity for public comment is given on the proposed changes to the Fee Resolution for FY 2023. Proposed changes include water shut off fees, recreation fees, facility use fees, and Fire/EMS impact fees. After comment and discussion, council should either approve or deny the changes as presented. If approved, a resolution formalizing the changes will return to a future Council meeting.

3. Unfinished Business

- a. Ordinance: Hydrilla Estates Zone Change File No. ZC-22-2 – This ordinance formalizes the zone change approved at the September 6, 2022, Council public hearing. Council may adopt the ordinance or take no action.
- b. Tertiary Treatment Upgrade: Amendment 7 to the Professional Services Agreement with JUB Engineers – Projects Division Manager Andrew Arbini requests approval of an amendment to the agreement with JUB Engineers that provides an increase to the Construction Management Services (CMS) task for construction oversight and support services of the Tertiary Treatment Facility Upgrades. Supply chain issues and lead time for generators related to the change in power feed have contributed to delays in construction of the Tertiary Treatment Facility. As a result of the delays, there is a need for an extension of the CMS with JUB. This extension is for an additional 308 days to the original construction contract. Work performed by JUB will be billed as outlined in the original agreement and this amendment not to exceed \$1,756,060. The additional cost will be funded through the \$1M of federal funds that were allocated to Wastewater Projects as a contingency. The balance of the additional costs will be through capacity fees. If approved, the Mayor will sign the amendment.
- c. Tertiary Treatment Upgrade: Panhandle Area Council Request for Increase of Contract Amount – Projects Division Manager Andrew Arbini requests approval of an increase in the contract value with Panhandle Area Council (PAC) for the Tertiary Treatment Upgrade project. Supply chain issues and lead time for generators related to the change in power feed have contributed to delays in construction of the Tertiary Treatment Facility. The City received a loan offer in 2017 from the Idaho Water Pollution Control State Revolving Loan Fund (SRF) for Tertiary Improvement upgrades at the Water Reclamation Facility. This loan includes Davis Bacon wage requirements and carries wage compliance guidelines that will require wage interviews and payroll tracking of the contractor's employees throughout the duration of the project. As a result of the delays in construction, staff is requesting an increase to the City's contract with PAC to complete the necessary and required Wage Compliance reporting through the remainder of the project construction. The increase in Amendment 1 will add \$28, 813.40 which includes a 10% contingency to the original contract. If approved, the Mayor will sign the amendment.

4. New Business

- a. Pursuit of Ordinance to Maintain Protections of Sensitive Resource Aquifer – Utility Manager Craig Borrenpohl requests a recommendation from Council on whether to pursue a conversion of the rules for Critical Materials at Fixed Facilities Over Sensitive Resource Aquifers to a City Ordinance. The Rathdrum Prairie Aquifer (RPA) is the only sole source aquifer categorized as a sensitive resource aquifer in the state of Idaho. The geophysical characteristics of the region are what make the aquifer incredibly productive but also less protected from potential contamination. The Critical Materials Program rules, currently administered by the Idaho Public Health District #1 (Panhandle Health District), are one example of the ongoing protections for the RPA. The intent of the program is to aid in protection of sensitive resource aquifers from potential sources of contamination from materials handling and storage at facilities located over or adjacent to the aquifer. City staff believe adoption of similar rules via City ordinance would maintain the existing aquifer protections which benefit Post Falls water users. Conversely, degradation of the RPA would likely have direct negative consequences to Post Falls water users. Widespread contamination would require installation of treatment technologies at each well house at great capital and operational cost.

6. Administrative / Staff Reports

8. Executive Session

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



**CITY COUNCIL
MEETING MINUTES**

**November 15, 2022
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

ROLL CALL OF CITY COUNCIL MEMBERS

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

Topic: Workforce Planning and Funding Options

Jason Faulkner, Finance Director presenting: Discussion was had on staffing projections for the next 10 years and what that looks like in terms of money in the budget.

Workshop ended at 5:50 pm.

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

- a. City Hall and city business offices will be closed Thursday, November 24th and Friday, November 25th in observance of Thanksgiving. Police, Fire and Rescue services for life-threatening or in-progress emergencies may be reached by calling 911. The Police Department will be open for walk-in emergencies. For Water Department emergencies call 208-773-3517.
- b. The annual Winterfest and Plaza Market is Friday, December 2nd from 4 to 8 pm here at City Hall. The plaza will be bustling with holiday festivities for all ages including the lighting of the community Christmas tree and a visit from Santa. For more information, visit the city's website, postfalls.gov.

AMENDMENTS TO THE AGENDA

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DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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1. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes – November 1, 2022, City Council Meeting
- b. Payables – October 25, 2022 – November 7, 2022
- c. Farmdale Avenue and Fennecus Street Grants of Easement and Rights-of-Way
- d. Millworx Phase 1 Construction Improvement Agreement Addendum
- e. Farwest Steel Annexation Reasoned Decision
- f. Reallocation of Opioid Settlement Funds
- g. Gabourie Annexation Reasoned Decision
- h. Request to Surplus One Digital Intelligence “FRED” Computer by the Police Department
- i. Hargrave-Hathaway Annexation Reasoned Decision
- j. Ashford Place Annexation Decision
- k. Cybersecurity Contract for the Police Department (this is for all departments)

Motion by Thoreson to approve the Consent Calendar as presented.

Second by Borders.

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

None

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

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

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

Second by Malloy/Borders.

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

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR A CHANGE IN ZONING CLASSIFICATION FOR THE LAND DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM SINGLE-FAMILY RESIDENTIAL (R1) TO MEDIUM-DENSITY RESIDENTIAL (R2); PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT THE CHANGE. PROVIDING THAT ALL PRIOR ZONES APPLICABLE TO LANDS DESCRIBED IN SECTION 1 ARE HEREBY SUBERSEDED; AND PROVIDING AN EFFECTIVE DATE

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

Second by Malloy/Borders.

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

Motion Carried

4. NEW BUSINESS

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ACTION ITEMS:

- a. 2023 Legislative Session Priorities

Shelly Enderud, City Administrator presenting: For the Idaho Legislative Session scheduled to begin January 9th, 2023, City staff has summarized the issues that will most affect the City of Post Falls and its citizens. We are seeking Council input and direction on these priorities.

1. Effective property tax relief for residents and affordable housing.
2. Retaining penalties and interest on delinquent property taxes.
3. Supporting legislation limiting the period of time we are required to retain police audio and video recordings.
4. Area of City Impact (ACI) and annexations.

Motion by Borders to support staff working on these issues.

Second by Malloy.

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

Motion Carried

- b. Renaming of the Community Garden

Dave Fair, Parks and Recreation Director presenting: The Parks and Recreation Commission has made a recommendation to City Council to rename the Post Falls Community Garden to the Rich Noordam Community Garden. Staff is in support of this recommendation. Rick Noordam was heavily involved with many civic groups within the community, his church, Rotary, the Community Volunteers, etc. Rick served on the Park and Recreation Commission for over twenty years and was

the chair for five. Rick was instrumental in making the garden become a reality. Rick was involved in many park and recreation endeavors over the years, but the garden was a labor of love for him.

Motion by Malloy to approve the renaming of the Community Garden.

Second by Ziegler.

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

Motion Carried

5. CITIZEN ISSUES

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None

6. ADMINISTRATIVE / STAFF REPORTS

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

Enderud: We might need a Special Meeting for a Public Works contract timeline.

7. MAYOR AND COUNCIL COMMENTS

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Mayor: Please keep the citizens and student in Moscow in your thoughts and prayers. There was a ribbon cutting for the new veteran's home. Have a happy and safe Thanksgiving.

8. EXECUTIVE SESSION

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

ACTION ITEM (To enter into executive session only):

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

Motion by Thoreson to enter into Executive Session pursuant to Idaho Code 74-206(1)(c), to acquire and interest in real property which is not owned by a public agency, further that no action will be taken during the session and the session will last no longer than 15 minutes.

Second by Malloy.

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

Motion Carried

Entered Executive Session at 6:23 pm.

RETURN TO REGULAR SESSION 6:32 PM

ADJOURNMENT 6:32 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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Mayor Ronald G. Jacobson

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

Mission

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**CITY COUNCIL
SPECIAL MEETING MINUTES**

**November 22, 2022
9:00 AM**

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

SPECIAL MEETING – 9:00 am City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Kerri Thoreson, Joe Malloy (Zoom/Phone), Nathan Ziegler, Lynn Borders, Kenny Shove - **Present**
Josh Walker – **Absent**

AMENDMENTS TO THE AGENDA

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None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Idaho Department of Environmental Quality – Compliance Schedule

John Beacham, Public Works Director presenting: The City's permit with the Idaho Department of Environmental Quality to discharge treated effluent into the Spokane River, interim requirement number five requires the city to provide the EPA and DEQ with a written notice by November 30, 2022, that construction has been completed on the treatment facilities needed to achieve the final effluent limits. The construction referenced in the permit is the ongoing tertiary improvements project. Materials availability, labor shortages, and other discussed construction challenges have delayed progress on the project. Formal requests to extend the deadline were submitted in July and

September 2022. This document was negotiated between the City and DEQ staff and provides regulatory relief from DEQ enforcement action while the city continues to make good faith efforts to complete construction as soon as practicable. This will move the completion date to November 30, 2023.

Motion by Thoreson to approve the Idaho Department of Environmental Quality Compliance Agreement Schedule.

Second by Borders.

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

Motion Carried

ADJOURNMENT 9:09 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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

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Post Falls Check Approval



City of Post Falls

Packet: APPKT09849 - Check run 12/7/22
 Vendor Set: 01 - Vendor Set 01

Check Date: 11/29/2022

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN14500	Ashley Johnson				
APMWB	Check	66978	Refund Community Garden Performance Depc	001-22080	25.00
VEN09640	Colleen Aldrich				
APMWB	Check	67265	Damage Deposit Refund	001-22080	250.00
VEN14304	Greenview Cond Owners Assoc.				
APMWB	Check	67036	Damage Deposit Refund	001-22080	250.00
VEN14693	Nate Grosslauser				
APMWB	Check	BOND RELEASE - G	BOND RELEASE - GABRIO ESTATES	001-22115	39,192.36
Balance Sheet Accounts Total:					39,717.36
Dept: 411 Mayor & Council					
A510	AIC - Association of Id Cities				
APMWB	Check	11338	FY 2023 Membership Dues	001-411.0000.62060	15,394.00
A293	Allwest Testing & Engin., LLC				
APMWB	Check	26398	Chip Seal Quality Control Services	001-411.0000.62040	6,371.75
Dept 411 Total:					21,765.75
Dept: 412 Information Systems					
A017	A-Tec, Inc.				
APMWB	Check	5865	cabling	001-412.0000.66030	255.00
D070	Dell Marketing LP				
APMWB	Check	10626808797	Additional 10 O365 licenses	001-412.0000.66014	627.00
Dept 412 Total:					882.00
Dept: 414 Finance					
A4280	Anderson Bros. CPA's				
APMWB	Check	8155	Audit Progress Billnig for FY 2022	001-414.0000.62091	3,500.00
B091	BDS				
APMWB	Check	84983	Utility Billing & Delinquency Notices	001-414.1445.62170 001-414.1445.62190	5,552.17 3,194.43
C239	CMRS-FP				
APMWB	Check	11/23/2022	Postage for postage machine	001-414.0000.63070	2,000.00
V040	ODP Business Solutions				
APMWB	Check	277712342001	Office Supplies-Finance	001-414.0000.63060	448.85
		276253488001	Refund on surcharge from previous order	001-414.0000.63060	-0.51
		277712342001	Office Supplies-Finance	001-414.0000.63060	29.55
P230	Post Falls Press/CDA Press				
APMWB	Check	100547490-07292022	Notice of Public Hearing Budget FY 2023	001-414.0000.62000	612.80
		100530769-05062022	Budget Amend #2	001-414.0000.62000	161.70
P4835	ProPrint				
APMWB	Check	62259	Envelopes-Finance	001-414.0000.63050	186.00
VEN01968	Shannon Howard				
APMWB	Check	11.18.22	ICCTFOA Dist 1 dues- J Faulkenr, R Bain	001-414.0000.62060	20.00
VEN02035	Staples, Inc				
APMWB	Check	3521762718	Office Supplies-Cemetery	001-414.0000.63060	39.53
Dept 414 Total:					15,744.52
Dept: 415 City Clerk					
A4761	APS Inc				
APMWB	Check	86445	InkJet Cartridge for Postage Machine	001-415.0000.66080	72.00
C291	Coeur d' Alene Press				
APMWB	Check	100567858-10262022	Printing of Ordinance 1469	001-415.0000.62000	28.74

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN01968	Shannon Howard				
APMWB	Check	110922 0 O'Niell	ICCTFOA District 1 Dues for Clerk Group	001-415.0000.62060	10.00
		110922 - Howard	Dues for ICCTFOA District 1 Clerk Group	001-415.0000.62060	10.00
Dept 415 Total:					120.74
Dept: 418 Human Resources					
A1190	A Drug Free Alliance				
APMWB	Check	72825	Mandatory Drug Testing	001-418.4000.72070	790.00
V040	ODP Business Solutions				
APMWB	Check	269396003001	Office Supplies-Finance	001-418.0000.63060	1,196.00
R251	Serights Ace Hardware				
APMWB	Check	336577/1	misc supplies	001-418.0000.63060	3.41
		336449/1	misc.supplies	001-418.0000.63060	9.83
		336510/1	misc supplies	001-418.0000.63060	29.56
		336358/1	Supplies	001-418.0000.63060	27.66
Dept 418 Total:					2,056.46
Dept: 421 Police					
N276	Access Information Protected				
APMWB	Check	9769724	Shredding services	001-421.0000.68010	58.00
A254	Allegra Print & Imaging				
APMWB	Check	200482	Vehicle impound notifications	001-421.0000.63210	264.99
A550	Audiology Research Associates				
APMWB	Check	78447	Hearing test - Lockhart	001-421.0000.62260	26.00
VEN14696	Bay Tech Label, Inc				
APMWB	Check	177216	Evidence printer labels	001-421.0000.63920	156.60
VEN01301	Bratwear				
APMWB	Check	202208SU182	Jumpsuit - Morozumi	001-421.4000.72000	495.00
		202207SU184	Jumpsuit - Rosenau	001-421.4000.72000	495.00
		202209SU062	Jumpsuit - Sanicola	001-421.4000.72000	495.00
		202207SU185	Jumpsuit - Helmuth	001-421.4000.72000	503.00
		202209SU063	Jumpsuit - Bowne	001-421.4000.72000	457.00
		202208SU123	Jumpsuit - Koontz	001-421.4000.72000	503.00
		202208SU125	Jumpsuit - Zibli	001-421.4000.72000	515.00
		202207SU092	Jumpsuit - Boyle	001-421.4000.72000	525.00
		202208SU124	Jumpsuit - Dalke	001-421.4000.72000	525.00
		202207SU144	Jumpsuit - Eismann	001-421.4000.72000	500.00
		202207SU270	Jumpsuit - Christensen	001-421.4000.72000	495.00
C05100	Car Wash Plazas, Inc				
APMWB	Check	4935	Patrol car wash services	001-421.0000.67170	100.00
C220	Coleman Oil Co				
APMWB	Check	CL30879	Fuel	001-421.0000.64030	6,096.66
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	15346	Volunteer vehicle wrap	001-421.0000.67170	1,535.00
		15206	Car 136 wrap	001-421.0000.67170	804.00
		15346	Volunteer vehicle wrap	001-421.0000.67170	75.00
S55000	Division of Occupational and Professional Licenses				
APMWB	Check	H000943-2022	Annual elevator certification	001-421.0000.68060	125.00
G020	Galls, LLC				
APMWB	Check	022468025	Mace holder - Allen	001-421.0000.67020	39.40
		022602004	Uniform pants - Flood	001-421.4000.72000	79.20
		022577453	Patrol shirts - Putnam	001-421.4000.72000	124.36
		022619690	Uniform Pants - Putnam	001-421.4000.72000	79.20
		022521888	Uniform pants - Putnam	001-421.4000.72000	79.20
		022577452	Uniform SRT jacket - Flood	001-421.4000.72000	66.75
		022539783	Uniform shirts - Detectives	001-421.4000.72000	131.34
VEN14687	General Fire Apparatus				
APMWB	Check	15711	Light bar replacement parts - PFPD132	001-421.0000.67100	691.42
VEN09941	Jacque Panza				
APMWB	Check	111822	Chaplain stipend - Two weeks in October	001-421.0000.62370	50.00
VEN07726	Jon Dekeles				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	111822	Chaplain stipend - two weeks in October	001-421.0000.62370	50.00
L0195	Language Line Services						
		APMWB	Check	10676183	Interpreter services	001-421.0000.65030	90.00
N001	Napa Auto Parts						
		APMWB	Check	3688-194461	CV Boot kit - PFPD97	001-421.0000.67100	18.15
				3688-196885	Battery - PFPD95	001-421.0000.67100	159.68
				3688-196963	Batteries - Stock	001-421.0000.67100	274.29
				3688-196108	Battery terminals - stock	001-421.0000.67100	17.94
				3688-195666	Fuse - stock	001-421.0000.67100	16.82
				3688-196929	Wire wheels - stock	001-421.0000.67100	9.48
				3688-196284	Credit for return	001-421.0000.67100	-7.00
				3688-197289		001-421.0000.67100	-60.99
				3688-194748	Core credits	001-421.0000.67100	-108.00
				3688-197038	Credit for return	001-421.0000.67100	-145.74
				3688-196313	Warranty return	001-421.0000.67100	-177.87
				3688-195048	Credits for cores and returns	001-421.0000.67100	-747.87
				3688-198522	4WD Selector - PFPD93	001-421.0000.67100	38.40
				3688-198448	Coolant - Stock	001-421.0000.67100	59.58
				3688-195548	Connectors and cleaners - stock	001-421.0000.67100	63.20
				3688-197018	Windshield wash - stock	001-421.0000.67100	65.88
				3688-194841	Oil for stock	001-421.0000.67100	76.74
				3688-198446	Light bulbs - stock	001-421.0000.67100	94.94
				3688-196282	Primer and paint - stock	001-421.0000.67100	110.68
				3688-198811	Wiper blades - Stock	001-421.0000.67100	125.28
				3688-195655	Car battery - PFPD1	001-421.0000.67100	128.55
				3688-197235	Tie rod end, control arm assembly - PFPD90	001-421.0000.67100	145.74
				3688-195473	Electric throttle body - PFPD1	001-421.0000.67100	177.87
				3688-197234	Brake pads, control arm assembly, tie rod - PFI	001-421.0000.67100	206.73
				3688-196884	Rotors - PFPD90	001-421.0000.67100	215.73
				3688-197515	Rotors and brake pads - PFPD124	001-421.0000.67100	220.35
				3688-197516	Brakes and rotors - PFPD124	001-421.0000.67100	288.70
				3688-197013	Battery - PFPD102	001-421.0000.67100	159.68
				3688-198795	Solenoid - PFPD101	001-421.0000.67100	35.10
V040	ODP Business Solutions						
		APMWB	Check	277753206001	Office Supplies-Police	001-421.0000.63060	13.99
				277751546001		001-421.0000.63060	75.19
				277753200001		001-421.0000.63060	136.30
P180	Perfection Tire						
		APMWB	Check	1048228	Alignment - PFPD90	001-421.0000.67170	89.95
				1047614	Alignment - PFPD99	001-421.0000.67170	70.00
				1046815	Tires - PFPD108	001-421.0000.67190	810.00
				1047611	Tires - PFPD99	001-421.0000.67190	568.80
				1048870	TPS sensor - PFPD93	001-421.0000.67190	55.00
VEN04390	Personnel Evaluation, Inc.						
		APMWB	Check	45939	Applicant testing	001-421.0000.64020	100.00
VEN14697	Professional Development Academy						
		APMWB	Check	112127	Leadership Training	001-421.0000.64020	1,399.00
P4384	Proforce Law Enforcement						
		APMWB	Check	499063	Foregrip	001-421.0000.67020	464.54
VEN08246	Public Agency Training Council						
		APMWB	Check	265166	Class registration - Mackabee/Casey	001-421.0000.64020	850.00
R060	Ragan Equipment Co.						
		APMWB	Check	01-119193	Carburetor for snowblower - PDM400	001-421.0000.67100	137.75
R251	Serights Ace Hardware						
		APMWB	Check	336455/1	Paint thinner	001-421.0000.67100	6.29
VEN09093	Shireen Inc						
		APMWB	Check	46542	Shireen 2.4 5 gig amplifier for New Veh Builds	001-421.0000.90020	2,809.60
VEN12205	SpectraSite Communications, LLC						
		APMWB	Check	4077713	Herborn Tower lease	001-421.0000.62040	631.13
VEN14564	Threads						
		APMWB	Check	9	Uniform alterations	001-421.4000.72000	84.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14328	ZaccWorks				
APMWB	Check	2022-1121B	Server maintenance	001-421.0000.66043	135.00
		2022-1121A	Website maintenance	001-421.0000.66043	125.00
Dept 421 Total:					26,253.70
Dept: 423 Oasis					
VEN02102	Stevens, Randi M.				
APMWB	Check	710	VSU Group counseling	001-423.1153.68400	552.00
Dept 423 Total:					552.00
Dept: 424 Legal					
VEN14697	Professional Development Academy				
APMWB	Check	112127	Leadership Training	001-424.0000.64020	1,399.00
Dept 424 Total:					1,399.00
Dept: 427 Animal Control					
VEN14369	Better Together Animal Alliance				
APMWB	Check	PF29	Animal shelter vaccines	001-427.0000.63000	553.72
C220	Coleman Oil Co				
APMWB	Check	CL30879	Fuel	001-427.0000.64030	185.98
VEN04236	Ramey's Yard Care				
APMWB	Check	156181	Insect control at animal shelter	001-427.0000.68010	80.00
Dept 427 Total:					819.70
Dept: 431 Streets					
T096	3M				
APMWB	Check	9419716687	Black 1178C	001-431.0000.63260	563.87
A293	Allwest Testing & Engin., LLC				
APMWB	Check	27569	122-346T Salt Shed	001-431.0000.93010	361.25
A497	Arrow Construction Supply, Inc				
APMWB	Check	355870	Safety Vests	001-431.0000.63110	31.60
		355925	Cold mix 50# bags	001-431.0000.68090	1,342.32
VEN05261	CDA PAVING				
APMWB	Check	78692C	Credit for Dumped Asphalt - Oct 22	001-431.0000.68130	-281.78
		79301	Crushed Base/Concrete Dump	001-431.0000.68130	113.70
		79300	Aggregate Mix	001-431.0000.68150	199.24
		79865	Coarse Sand-SL	001-431.0000.68150	189.88
VEN14467	CDA Redi Mix & Precast, Inc				
APMWB	Check	59802	Cast Iron ADA Dome	001-431.0000.68130	233.90
VEN13187	Checkr Inc				
APMWB	Check	City-of-Post-Falls-Q4 Fees		001-431.0000.62080	259.95
		City-of Post-Falls-Q4 Background Screenings		001-431.0000.62080	9.00
C38421	Coral Sales Company				
APMWB	Check	INV-74182	Rotary Club School Safety	001-431.0000.63260	7,920.00
VEN14063	Custom Salt Solutions LLC				
APMWB	Check	11361a	Type C road salt	001-431.0000.68080	2,149.34
VEN09289	Emerald Services, Inc				
APMWB	Check	90425292	Vacuum service	001-431.0000.68010	4,685.28
F020	Fastenal Company				
APMWB	Check	IDCOE170230	Gloves	001-431.0000.63110	146.80
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1145017	Sweeper tires	001-431.0000.63520	1,296.31
VEN01373	Intermountain Sign & Safety				
APMWB	Check	16244	12th Ave RRFB	001-431.0000.63260	337.00
		16234	Type C Breakout	001-431.0000.63260	310.00
		16204	24x12 & 30x30 Aluminum blanks	001-431.0000.63260	297.00
		16252	24x6 aluminum blanks	001-431.0000.63260	42.00
		16203	24x30 Aluminum Blank - Post Caps	001-431.0000.63260	408.00
L071	Local Highway Technical Assistance Council-		LHTAC		
APMWB	Check	T2102522FC-1	ATSSA Flagger Certification	001-431.0000.64020	160.00
VEN01774	M.S. Industries Inc				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount	
	APMWB	Check	309264	18"Pro Laser Weld 12mm	001-431.0000.67090	754.50
N001	Napa Auto Parts					
	APMWB	Check	3688-198649	Gauges	001-431.0000.63525	100.03
VEN14697	Professional Development Academy					
	APMWB	Check	112127	Leadership Training	001-431.0000.64020	1,399.00
R251	Serights Ace Hardware					
	APMWB	Check	337083/1	Xylene	001-431.0000.63260	23.39
			336867/1	Tarp Strap & Sprayer	001-431.0000.63260	24.82
			337375/1	Xylene solvent & Stripper Blades	001-431.0000.63260	27.70
			337198/1	Vacuum hose & clamps	001-431.0000.63525	24.24
			337157/1	Clevis pins	001-431.0000.63525	6.25
			337107/1	valve parts	001-431.0000.63525	13.08
			337146/1	Hitch/Clevis pins	001-431.0000.63525	5.68
			337126/1	Ball Valve	001-431.0000.63525	11.31
			337398/1	Clamps, sprayers & ball valves	001-431.0000.63525	81.19
			336897/1	Extension cords	001-431.0000.63525	40.49
			337112/1	Valve parts	001-431.0000.63525	38.83
			337105/1	key cuts	001-431.0000.67090	22.93
			335229/1	price adjustment	001-431.0000.67090	-12.00
			337420/1	Multimed Surge	001-431.0000.67090	44.99
			336906/1	Snow Pusher	001-431.0000.68010	68.39
			337082/1	Propane	001-431.0000.68090	46.72
			331459/1	100' UF/UL wire	001-431.0000.68140	58.48
S460	Spray Center Electronics, Inc.					
	APMWB	Check	264750	Rubber Diaphragm & End cap	001-431.0000.63525	106.86
			264862	Parts for Mag truck	001-431.0000.63525	332.48
			264784	Mag Chloride	001-431.0000.63525	1,402.51
			264861	Mag truck repair	001-431.0000.63525	166.88
VEN13988	Tacoma Screw Products, Inc					
	APMWB	Check	240052749-00	Hex Cap Screws	001-431.0000.63260	56.75
T118	TPI Embroidery					
	APMWB	Check	18685	Uniform items - Jesse Mulkins	001-431.4000.72000	131.88
T1195	Traffic Safety Supply Co, Inc.					
	APMWB	Check	INV054586	30 "stop signs	001-431.0000.63260	4,902.80
U140	UpScale Mail					
	APMWB	Check	321547	Lamination	001-431.0000.63060	72.98
W090	Welch Comer & Associates, Inc.					
	APMWB	Check	41354110-006	Engineering and Design services for Spokane	001-431.0000.68130	2,650.00
			41354110-005	Engineering and Design Services for Spokane	001-431.0000.68130	1,395.00
Dept 431 Total:					34,772.82	
Dept: 433 Facility Maintenance						
P310	Platt Electric Supply					
	APMWB	Check	2Z44516	light bulbs	001-433.0000.63720	1,275.24
			2z42538	Batteries	001-433.0000.63730	309.03
			2z44181	HVAC	001-433.0000.68030	234.86
VEN04236	Ramey's Yard Care					
	APMWB	Check	154054	Pest Control	001-433.0000.68010	105.00
S0760	Seltice Laundry					
	APMWB	Check	2201	Rag cleaning service	001-433.0000.63160	40.91
			2181	Rag Cleaning	001-433.0000.63160	35.85
			2192		001-433.0000.63160	34.00
			2198		001-433.0000.63160	29.57
			2195		001-433.0000.63160	22.18
R251	Serights Ace Hardware					
	APMWB	Check	337209/1	cleaner, bulbs, gloves	001-433.0000.63730	68.96
T118	TPI Embroidery					
	APMWB	Check	18666	uniforms	001-433.4000.72000	173.16
W0226	Walter E Nelson Co					
	APMWB	Check	484685	paper supplies CH and PD	001-433.0000.63140	137.34
			484429		001-433.0000.63140	363.78

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	481975	Paper supplies CH and PD	001-433.0000.63140	679.61
		480785	cleaning supplies CH and PD	001-433.0000.63150	392.44
		484686		001-433.0000.63150	44.76
		481976	Cleaning Supplies CH and PD	001-433.0000.63150	473.92
		484432	cleaning supplies CH and PD	001-433.0000.63150	452.56
Dept 433 Total:					4,873.17
Dept: 434 Fleet Maintenance					
VEN07171	208Tools				
APMWB	Check	10132282897	Spark plugs	001-434.0000.63011	376.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	89880	Manuli mult-fit	001-434.0000.63011	68.96
A0001	Alsco				
APMWB	Check	LSPO2576231	Uniforms & Rugs	001-434.0000.63160	137.49
		LSPO2578384		001-434.0000.63160	73.77
		LSPO2582677		001-434.0000.63160	73.77
		LSPO2571898		001-434.0000.63160	137.49
		LSPO2580525		001-434.0000.63160	137.49
		LSPO2569723		001-434.0000.63160	73.77
B250	Brown Bearing Company, Inc.				
APMWB	Check	9502789272	Dichtomatik	001-434.0000.63011	40.21
VEN04219	DSI Recycling Systems Inc				
APMWB	Check	61945	Waste Oil Burner Cleanout	001-434.0000.68010	1,369.00
VEN03826	FMI Equipment				
APMWB	Check	SPK-1003368	Cutter Deck Belt	001-434.0000.63012	357.04
		SPK-1003330		001-434.0000.63012	84.26
		SPK-1003470	Brake Caliper/wheel hub	001-434.0000.63012	307.95
F145	Freightliner Northwest- Spokane				
APMWB	Check	PC001564614 01	Tubes & Hoses	001-434.0000.63011	203.16
G098	Grainger				
APMWB	Check	9524290989	Battery Charger	001-434.0000.67020	142.23
N001	Napa Auto Parts				
APMWB	Check	3688-198655	Trans oil cool hose	001-434.0000.63011	16.10
		3688-198656	Warranty Battery	001-434.0000.63011	43.68
		3688-200306	Power Steering Fluid	001-434.0000.63012	20.82
N0991	Norco Inc				
APMWB	Check	36160794	Markers & Welding gloves	001-434.0000.67120	39.53
VEN08121	PacWest Machinery LLC				
APMWB	Check	30410584	Urethane Transi	001-434.0000.63011	872.43
P180	Perfection Tire				
APMWB	Check	1049362	Vehicle B114	001-434.0000.63013	714.40
R251	Serights Ace Hardware				
APMWB	Check	336898/1	Nails Bolts Nuts	001-434.0000.63011	2.61
		337243/1	nails bolts nuts	001-434.0000.63011	7.18
		336925/1	Hitch pins	001-434.0000.63012	9.67
		336898/1	Nails Bolts Nuts	001-434.0000.63012	2.61
				001-434.0000.63013	2.62
S390	Spokane House of Hose Inc.				
APMWB	Check	970194	Constant Torque	001-434.0000.63011	129.56
T118	TPI Embroidery				
APMWB	Check	18670	Tim Dewitt Hoodie	001-434.4000.72000	65.00
Dept 434 Total:					5,508.80
Dept: 441 Urban Forestry					
T106	Titan Truck Equipment				
APMWB	Check	1328239	Contractor body for Urban Forestry	001-441.0000.90040	20,273.21
Dept 441 Total:					20,273.21
Dept: 442 Cemetery					
VEN07745	Memorial Monuments & Vaults Inc				
APMWB	Check	97557	October Headstones	001-442.0000.63760	5,769.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN05363	North 40 Outfitters				
APMWB	Check	041194/E	Winter bibs	001-442.0000.67020	29.99
				001-442.4000.72000	109.99
S050	Saturday Night Inc.				
APMWB	Check	103309	uniforms for cemetery	001-442.4000.72000	461.45
VEN02035	Staples, Inc				
APMWB	Check	3521762718	Office Supplies-Cemetery	001-442.0000.63060	10.78
VEN14710	Vicky Knight				
APMWB	Check	11-23-22	Cemetery Lot Buy Back	001-442.1670.33307	112.50
Dept 442 Total:					6,493.71
Dept: 443 Parks					
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003007617	Acetylene for Welder	001-443.0000.64030	9.08
A365	American On-Site Services				
APMWB	Check	486820	Warren Portable Restroom	001-443.0000.65050	4.17
		486859	Upper Corbin Portable	001-443.0000.65050	4.67
C3818	Cooper Fabrication, Inc.				
APMWB	Check	24546	White Pine Playground Repair	001-443.0000.68013	125.00
F020	Fastenal Company				
APMWB	Check	IDCOE169944	Hardware for stock	001-443.0000.63110	211.60
		IDCOE169473	Noise Protection	001-443.0000.63110	69.28
		IDCOE169944	Hardware for stock	001-443.0000.63110	79.28
		IDCOE169474	Strap for Mow Crew	001-443.0000.66190	5.81
		IDCOE170649	Hardware for stock	001-443.0000.67030	182.49
		IDCOE169637		001-443.0000.67030	36.00
		IDCOE169638	Bungee Cords	001-443.0000.67030	21.20
		IDCOE169637	Hardware for stock	001-443.0000.67030	3.00
		IDCOE169819	Hardware for Stock	001-443.0000.67030	36.24
		IDCOE170818	Hardware for stock	001-443.0000.67030	29.43
		IDCOE169637		001-443.0000.67030	3.75
		IDCOE169477	Hardware for Stock	001-443.0000.67030	8.98
G098	Grainger				
APMWB	Check	9508290625	Safety - Leather Gloves Med	001-443.0000.63110	79.00
H002	H & E Equipment Services Inc				
APMWB	Check	96860631	Grease for Boom	001-443.0000.66190	50.97
		96916472	Compressor Rental for Park Winterization	001-443.0000.67020	1,733.41
		96869331	Air Compressor Rental for Winterization	001-443.0000.67070	2,164.32
H1957	Horizon				
APMWB	Check	2S181073	Christmas Lights	001-443.0000.63080	1,882.92
		2S181172		001-443.0000.63080	20.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	814163	Gravel for the Parks Yard	001-443.0000.68170	456.07
L071	Local Highway Technical Assistance Council-		LHTAC		
APMWB	Check	T2102522FC-1	ATSSA Flagger Certification	001-443.0000.64020	200.00
N001	Napa Auto Parts				
APMWB	Check	3688-199810	Cleaning & valve stems	001-443.0000.63150	42.68
		3688-201123	lights for trailer	001-443.0000.67030	8.20
		3688-201283	Chemicals for De-icing	001-443.0000.68220	22.62
VEN05363	North 40 Outfitters				
APMWB	Check	041125/E	Tool and Christmas Lights	001-443.0000.67090	39.99
VEN14698	Northern Pump & Electric				
APMWB	Check	1452	City Hall Water Feature Repair	001-443.0000.67050	2,637.98
R251	Serights Ace Hardware				
APMWB	Check	337381/1	Grill Cover	001-443.0000.63080	35.69
		336747/1	Glass Cleaner	001-443.0000.63150	9.15
		336935/1	Brooms for Construction	001-443.0000.63150	57.46
		337141/1	Hardware for Construction	001-443.0000.67030	24.15
		337458/1	Angle Cup	001-443.0000.67030	11.69
		337490/1	Blades for Dugouts	001-443.0000.67090	28.79
		336702/1	Irrigation parts for winterization	001-443.0000.68230	41.43

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>S135</u>	Shenango Signs and Designs				
APMWB	Check	<u>1953</u>	Parking signs for White Pine	001-443.0000.63260	274.75
<u>W1360</u>	West Coast Cash Register				
APMWB	Check	<u>110234</u>	Service call to fix the cash register	001-443.0000.66061	138.40
<u>VEN03968</u>	Wilbur-Ellis Company - Spokane				
APMWB	Check	<u>15440807</u>	Defoamer for Water Features	001-443.0000.68220	683.40
<u>Z026</u>	Ziegler Lumber Co #017				
APMWB	Check	<u>357926</u>	Hardware for construction	001-443.0000.67030	76.37
		<u>364667</u>	Hardware for stock	001-443.0000.67030	14.97
Dept 443 Total:					11,564.39
Dept: 445 Recreation					
<u>A549</u>	A to Z Rentals				
APMWB	Check	<u>505207-6</u>	Dunk tank	001-445.0000.63080	168.00
<u>VEN14706</u>	Alex Horning				
APMWB	Check	<u>11-22-22</u>	Contractual Referee	001-445.0000.62040	330.00
		<u>11/22/22</u>		001-445.0000.62040	220.00
<u>VEN12915</u>	Andrew Heisel				
APMWB	Check	<u>11-22-22</u>	Contractual Referee	001-445.0000.62040	154.00
		<u>11/22/22</u>		001-445.0000.62040	88.00
<u>VEN14703</u>	Andrew Neilson				
APMWB	Check	<u>11/22/22</u>	Contractual Referee	001-445.0000.62040	88.00
<u>VEN14512</u>	Angelica Curry				
APMWB	Check	<u>11-22-22</u>	Contractual Supervisor	001-445.0000.62040	200.00
<u>VEN14301</u>	Brett Davis				
APMWB	Check	<u>11/19/22</u>	Contractual Referee	001-445.0000.62040	110.00
<u>C175</u>	Century Publishing Co, Inc.				
APMWB	Check	<u>73707</u>	Winter Activities Guide	001-445.0000.63210	4,544.47
<u>VEN01020</u>	Cindy Jacobs				
APMWB	Check	<u>11/16/22</u>	November Contractual	001-445.0000.62040	33.60
<u>N2332</u>	Collins, Tom				
APMWB	Check	<u>11/16/22</u>	Instructor November	001-445.0000.62040	354.20
<u>VEN14522</u>	Corliss Smidt				
APMWB	Check	<u>11/19/22</u>	Contractual Referee	001-445.0000.62040	264.00
		<u>11-22-22</u>		001-445.0000.62040	220.00
<u>VEN14701</u>	Damon Taggart				
APMWB	Check	<u>11-22-22</u>	Contractual Referee	001-445.0000.62040	132.00
		<u>11/22/22</u>		001-445.0000.62040	150.00
<u>VEN12751</u>	David Mallrie				
APMWB	Check	<u>11/22/22</u>	Contractual Referee	001-445.0000.62040	132.00
		<u>11-22-22</u>		001-445.0000.62040	220.00
<u>VEN14708</u>	David McDowell				
APMWB	Check	<u>11-22-22</u>	Contractual Supervisor	001-445.0000.62040	85.00
<u>VEN14549</u>	DaySmart Recreation				
APMWB	Check	<u>INV00745020</u>	Dash subscription	001-445.1445.62190	2,132.69
		<u>INV00802743</u>	Daysmart Subscription	001-445.1445.62190	2,699.02
<u>VEN14261</u>	Jacklin Arts & Cultural Center				
APMWB	Check	<u>11.16.22</u>	Contractual art classes	001-445.0000.62040	672.70
<u>VEN14537</u>	Jaxon Lysne				
APMWB	Check	<u>11/22/22</u>	Contractual Referee	001-445.0000.62040	44.00
<u>VEN14513</u>	Jeffrey Sheffield				
APMWB	Check	<u>11-22-22</u>	Contractual Referee	001-445.0000.62040	242.00
<u>VEN14709</u>	Josh Neilson				
APMWB	Check	<u>11-22-22</u>	Contractual Referee	001-445.0000.62040	132.00
<u>VEN14029</u>	Lamont Miles				
APMWB	Check	<u>11-22-22</u>	Contractual Referee	001-445.0000.62040	110.00
<u>VEN14705</u>	Lars Horning				
APMWB	Check	<u>11/22/22</u>	Contractual Referee	001-445.0000.62040	88.00
<u>VEN07852</u>	Leanna Brenner				
APMWB	Check	<u>11/22/22</u>	Contractual Referee	001-445.0000.62040	44.00
		<u>11-22-22</u>		001-445.0000.62040	330.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN11585	Mathew R. Colwell				
APMWB	Check	11/19/22	Contractual Referee	001-445.0000.62040	220.00
		11-22-22		001-445.0000.62040	176.00
VEN09700	Michael Bull				
APMWB	Check	11-22-22	Contractual Referee	001-445.0000.62040	242.00
VEN09553	Michael E Buratto				
APMWB	Check	11/22/22	Contractual referee	001-445.0000.62040	220.00
		11-22-22	Contractual Referee	001-445.0000.62040	286.00
VEN14017	Neal Bishop				
APMWB	Check	11/22/22	Contractual Referee	001-445.0000.62040	88.00
		11-22-22		001-445.0000.62040	154.00
V040	ODP Business Solutions				
APMWB	Check	276208662001	Office Supplies- REC	001-445.0000.63060	67.05
VEN14697	Professional Development Academy				
APMWB	Check	112127	Leadership Training	001-445.0000.64020	1,399.00
VEN09552	Randall Scott Brown				
APMWB	Check	11-22-22	Contractual Referee	001-445.0000.62040	286.00
		11/19/22		001-445.0000.62040	220.00
VEN14521	Russell Wallace				
APMWB	Check	11/19/22	Contractual Referee	001-445.0000.62040	44.00
R251	Serights Ace Hardware				
APMWB	Check	333487/1	Electrical tape	001-445.0000.63080	2.86
		334990/1	Screwdriver	001-445.0000.63080	2.51
		331875/1	Bus Keys	001-445.0000.63080	12.86
		333200/1	Flex hose	001-445.0000.63080	71.08
		333158/1	Clear Poly Film	001-445.0000.63080	62.99
		333110/1	Grade stake	001-445.0000.63080	61.18
		333784/1	Respirator	001-445.0000.63080	43.16
VEN02035	Staples, Inc				
APMWB	Check	3521762719	Office Supplies-Recreation	001-445.0000.63060	39.02
VEN12753	Todd Bitterman				
APMWB	Check	11-22-22	Contractual Referee	001-445.0000.62040	242.00
		11/22/22		001-445.0000.62040	88.00
VEN06548	Tom Neilson				
APMWB	Check	11-22-22	Contractual Referee	001-445.0000.62040	132.00
		11/22/22		001-445.0000.62040	88.00
Dept 445 Total:					18,235.39
Dept: 451 Planning & Zoning					
VEN02035	Staples, Inc				
APMWB	Check	3521762720	Office Supplies- Community Development	001-451.0000.63060	13.74
Dept 451 Total:					13.74
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	84983	Utility Billing & Delinquency Notices	001-452.0000.62040	50.00
VEN02035	Staples, Inc				
APMWB	Check	3521762722	Office Supplies- Community Development	001-452.0000.63060	82.32
		3521762720		001-452.0000.63060	69.33
		3521762721		001-452.0000.63060	20.58
		3521762720		001-452.0000.63060	10.59
Dept 452 Total:					232.82
Dept: 454 Community Development Admin					
VEN14697	Professional Development Academy				
APMWB	Check	112127	Leadership Training	001-454.0000.64020	1,399.00
Dept 454 Total:					1,399.00
Dept: 481 Capital Improvements/Contracts					
VEN03694	Otis Elevator Company				
APMWB	Check	F10000047873	Service fee	001-481.0000.68060	250.00

Dept 481 Total: 250.00

Fund 001 Total: 212,928.28

Packet: APPKT09849 - Check run 12/7/22
Vendor Set: 01 - Vendor Set 01

Check Date: 11/29/2022

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
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Fund: 003 - PERSONNEL BENEFIT POOL

Dept: 482 Personnel Pool

VEN07938	Crystal Balback	APMWB	Check	46	Wellness class	003-482.4000.73000	240.00
Y0180	Yoga By Cindy	APMWB	Check	00056	Wellness Classes	003-482.4000.73000	400.00
Dept 482 Total:							640.00
Fund 003 Total:							640.00

Fund: 007 - DRUG SEIZURE PROGRAM

Dept: 425 Drug Seizure Program

VEN14469	Magnet Forensics USA, Inc	APMWB	Check	SIN054865	Magnet Forensics Axiom Core	007-425.0000.67020	3,730.00
Dept 425 Total:							3,730.00
Fund 007 Total:							3,730.00

Fund: 008 - 911 SUPPORT

Dept: 426 911 Support

C140	CDW Government Inc.	APMWB	Check	DW36182	Netmotion Annual maintenance and support re	008-426.0000.67295	11,844.00
D070	Dell Marketing LP	APMWB	Check	10626032109	Dell EMC 5090 SAN maint/support renewal	008-426.0000.67295	6,928.53
Dept 426 Total:							18,772.53
Fund 008 Total:							18,772.53

Fund: 023 - SPECIAL EVENTS

Dept: 446 Special Events

H1957	Horizon	APMWB	Check	2S181198	Christmas Lights	023-446.1603.63000	387.66
VEN05363	North 40 Outfitters	APMWB	Check	041125/E	Tool and Christmas Lights	023-446.1603.63000	107.88
Dept 446 Total:							495.54
Fund 023 Total:							495.54

Fund: 029 - CEMETERY CAPITAL IMPROVEMENT

Dept: 442 Cemetery

VEN14710	Vicky Knight	APMWB	Check	11-23-22	Cemetery Lot Buy Back	029-442.1670.90015	112.50
Dept 442 Total:							112.50
Fund 029 Total:							112.50

Fund: 038 - PARKS IMPACT FEES

Dept: 443 Parks

VEN14676	Selland Construction Inc	APMWB	Check	220016 11.15.22	Sports Complex Phase 1/Bid 1 Work	038-443.0000.94165	158,421.64
Dept 443 Total:							158,421.64
Fund 038 Total:							158,421.64

Fund: 650 - RECLAIMED WATER OPERATING

Dept: 463 Wastewater Operating

A090	Accurate Testing Labs LLC
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Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	128034	Monthly comps	650-463.0000.68360	610.00
				127464	Composites Tests	650-463.0000.68360	1,010.00
A1395	Advanced Compressor & Hose Inc	APMWB	Check	89764	PVC Suction 2", Razor Blade, Band-It	650-463.0000.68025	134.89
				89714	Hydraulic Hose, Fitting, Razor Blade	650-463.0000.68025	42.16
A410	Analytical Laboratories, Inc.	APMWB	Check	95067	Lab Testing	650-463.0000.68360	1,209.68
A424	Anatek Labs, Inc.	APMWB	Check	2219835	Surface Water Sampling	650-463.0000.68360	480.00
				2219834		650-463.0000.68360	480.00
				2221021	BLM @ Corbin Park	650-463.0000.68360	330.00
				2219385	ALK Yearly Sampling	650-463.0000.68360	670.00
VEN03129	Barr Tech LLC	APMWB	Check	8509	Oct 2022 Bio Solids	650-463.0000.62150	35,789.00
C1170	CDA Metals	APMWB	Check	22202269	Flat 3/8 x12"	650-463.0000.68025	21.50
				22202268	Flat 3/8x4 Bar	650-463.0000.68025	48.50
C140	CDW Government Inc.	APMWB	Check	DM07384	Server licensing for H2E	650-463.0000.66012	656.08
C220	Coleman Oil Co	APMWB	Check	INV-063112	diesel fuel	650-463.0000.67221	5,202.99
C3090	Columbia Electric Supply	APMWB	Check	1120-1009136	Motor Fan	650-463.0000.68025	970.48
G098	Grainger	APMWB	Check	9497402231	Safety Vest	650-463.0000.63110	54.66
				9496806697	sampler fridge	650-463.0000.63400	1,769.05
				9495354913	Extension Cord	650-463.0000.68025	35.46
				9498337063	Extension Cord	650-463.0000.68025	53.50
				9495354905	Heating Cord	650-463.0000.68025	380.68
				9521474115	Absorb Pad, Oil Based	650-463.0000.68025	170.97
VEN06984	Gravity Consulting, LLC	APMWB	Check	22179	May 2022 Surface Water Sampling	650-463.0000.68360	1,816.33
H030	Hach Company	APMWB	Check	13326720	PH Standard	650-463.0000.63400	58.52
				13326717		650-463.0000.63400	58.52
				13343706	Sensor Cap Replacement, Phosphorus Tests	650-463.0000.63400	617.95
				13314828	Ammonia, Nitrate, Pipet Tip, Standard	650-463.0000.63400	689.41
				13307421	Standard PH	650-463.0000.63400	146.68
H1957	Horizon	APMWB	Check	2S179583	1" QCV YELL TOP TWO PIECE, 2" BRASS G/	650-463.0000.68010	451.97
I2731	Inland Environmental Resources	APMWB	Check	2022-1400	Mag 11/2022	650-463.0000.63008	7,999.40
				2022-1396	poly 10/19/22	650-463.0000.63480	9,460.00
K0037	K & N Electric Motors Inc.	APMWB	Check	0137024	ditch 2 motor repair	650-463.0000.68025	5,987.76
				0137139	ditch 5 gearbox (new)	650-463.3122.68400	39,403.44
M113	Midpoint Bearing	APMWB	Check	96716855	Seals & O-Rings	650-463.0000.68025	102.34
N001	Napa Auto Parts	APMWB	Check	3688-197475	Battery & Core Deposit	650-463.0000.68025	198.54
N040	NCL of Wisconsin, Inc.	APMWB	Check	478221	Lab Supplies	650-463.0000.63400	545.45
N0991	Norco Inc	APMWB	Check	36357616	Gloves	650-463.0000.63110	319.12
				36357619	Orange Winter Gloves	650-463.0000.63110	6.25
VEN05363	North 40 Outfitters	APMWB	Check	040904/E	Bibs, Boots, Coat	650-463.4000.72000	269.97
VEN04172	Northwest Scientific, Inc.	APMWB	Check	5162792	Phosphorus Test Tubes	650-463.0000.63400	279.66
				5162291	Glass Microfiber Filters	650-463.0000.63400	254.34
				5162822	AquaPro Rugged Bulb	650-463.0000.63400	408.96

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	5162391	Agar Plates, Cuvette	650-463.0000.63400	579.02
		5162063	Chemfluor Duality Tubing	650-463.0000.63400	526.50
		5162449	Tubing Silicone Pump	650-463.0000.63400	378.24
V040	ODP Business Solutions				
APMWB	Check	279328915001	Office Supplies- WW	650-463.0000.63060	271.70
VEN02451	Parker Toyota				
APMWB	Check	480860	PM100 2022 Toyota Corolla Cross SUV	650-463.0000.95520	25,918.00
P310	Platt Electric Supply				
APMWB	Check	3J72226	Flu Fluke	650-463.0000.67090	1,153.99
VEN02385	Prairie Transfer Station				
APMWB	Check	06-77927	Washing Machine	650-463.0000.68025	5.85
VEN12936	Rocky Mountain Valve & Automation, Inc				
APMWB	Check	15868-20857	1.5" Bonomi Ball Valve	650-463.0000.68025	709.83
R251	Serights Ace Hardware				
APMWB	Check	337354/1	Tube, Rubbing Alcohol, Cream, Super Glue	650-463.0000.63400	36.12
		336814/1	Shower Liner & Rings	650-463.0000.68010	15.71
		336956/1	Shower Head	650-463.0000.68010	26.09
		336902/1	Metal Repair Tape	650-463.0000.68025	19.78
		336590/1	Trap & Tie Down	650-463.0000.68025	42.28
		336848/1	O-ring	650-463.0000.68025	5.34
		336485/1	Floor Squeegee and Handle	650-463.0000.68025	83.66
		336846/1	Tie Downs, Metal Repair Tape, Tarp	650-463.0000.68025	60.26
		337308/1	Grind & Mason Wheel, Caster Plate	650-463.0000.68025	44.99
T106	Titan Truck Equipment				
APMWB	Check	1331701	Pack Rat Drawer for T119	650-463.0000.67170	1,793.06
		1330708	Hitch install T119	650-463.0000.67170	1,426.18
T118	TPI Embroidery				
APMWB	Check	18539	Shirts	650-463.4000.72000	1,222.43
VEN11958	Ultra-Lawn, LLC				
APMWB	Check	85418	WRF Lawn Care for 2022	650-463.0000.62180	153.00
		84657		650-463.0000.62180	4,145.40
W0226	Walter E Nelson Co				
APMWB	Check	484981	Batteries & Lab Supplies	650-463.0000.63400	372.92
VEN13163	Wapiti Consulting, LLC				
APMWB	Check	339	headworks comm loss	650-463.0000.68025	1,640.00
		334	Sludge hopper VFD	650-463.3122.68400	8,312.50
Dept 463 Total:					168,137.06
Dept: 466 Wastewater - Collections					
A497	Arrow Construction Supply, Inc				
APMWB	Check	355501	Green Marking Paint	650-466.0000.63330	108.00
B120	Big Country Communications				
APMWB	Check	20382	Antenna, Cable, Connections	650-466.0000.63006	475.80
C1170	CDA Metals				
APMWB	Check	22201954	1/2 Round	650-466.0000.63330	40.00
C280	Coeur d'Alene Power Tool				
APMWB	Check	2-225162	1/2" Impact Wrench off of Service Truck	650-466.0000.67090	151.74
N001	Napa Auto Parts				
APMWB	Check	3688-199779	Brake Cleaner, Penlight for Plant	650-466.0000.63330	143.94
N0991	Norco Inc				
APMWB	Check	36357617	Winter Gloves	650-466.0000.63110	75.00
		36357618	Knit Liner Gloves	650-466.0000.63110	106.20
P310	Platt Electric Supply				
APMWB	Check	3L21999	3M 33+Super	650-466.0000.63006	182.15
P4900	Pumpstech, Inc				
APMWB	Check	0185785-IN	Air Pump for Greensferry LS	650-466.3104.68400	1,110.35
R251	Serights Ace Hardware				
APMWB	Check	336752/1	Bathroom Heater, Bolts	650-466.0000.63006	137.07
		336836/1	Lock Deicer, Dishwasher Rack, Snow Broom	650-466.0000.63006	172.85
		336523/1	Earplugs	650-466.0000.63110	6.74
		336765/1	Snowbroom, Tiedown	650-466.0000.63330	51.27

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
S390	Spokane House of Hose Inc.						
APMWB	Check		965786	8" hose	650-466.0000.63060		2,734.68
T118	TPI Embroidery						
APMWB	Check		18539	Shirts	650-466.4000.72000		814.96
W2066	Whitney Equipment Co. Inc.						
APMWB	Check		96481	Guy rd. pump repair	650-466.3104.68400		9,079.88
Dept 466 Total:							15,390.63

Dept: 468 Wastewater - Surface Water

A090	Accurate Testing Labs LLC						
APMWB	Check		127807	Stormwater Monitoring	650-468.0000.68360		260.00
VEN05363	North 40 Outfitters						
APMWB	Check		041144/E	Work Bibs	650-468.4000.72000		139.99
R251	Serights Ace Hardware						
APMWB	Check		336896/1	Deck Screw	650-468.0000.68380		13.49
Dept 468 Total:							413.48
Fund 650 Total:							183,941.17

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating

A293	Allwest Testing & Engin., LLC						
APMWB	Check		27423	Tertiary Upgrade Allwest Testing Invoice Oct 2	651-463.3213.90015		4,333.20
C18750	CityServiceValcon, LLC						
APMWB	Check		0607610	Ditch oil	651-463.3213.90015		2,833.88
J105	J-U-B Engineers, Inc.						
APMWB	Check		0157532	Tertiary J-U-B Invoice October 2022	651-463.3213.90015		152,162.54
			157629	Outfall Replacement JUB Invoice October 2022	651-463.6505.95520		22,731.40
P050	Panhandle Area Council						
APMWB	Check		30-PFLM	PAC Invoice #30 Tertiary Project	651-463.3213.90015		1,870.36
Dept 463 Total:							183,931.38
Fund 651 Total:							183,931.38

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating

VEN14614	Strider Construction Co, Inc						
APMWB	Check		200143 10.28.22	Strider Construction Pay Application #5 Ponde	652-463.3214.95520		267,094.50
W090	Welch Comer & Associates, Inc.						
APMWB	Check		41354120-007	Engineering and design services for the Corbin	652-463.3234.95520		21,072.22
			41354120-007 FY22	Engineering & Design Services Corbin Lift Stat	652-463.3234.95520		12,255.28
			41354120-006	Engineering and Design Services for Corbin L	652-463.3234.95520		6,105.00
			41354120-004	Engineering and Design services for Corbin LS	652-463.3234.95520		3,675.00
			41354120-005		652-463.3234.95520		5,135.00
Dept 463 Total:							315,337.00
Fund 652 Total:							315,337.00

Fund: 700 - SANITATION

Dept: 461 Sanitation

VEN04268	Coeur d'Alene Garbage Service						
APMWB	Check		1700730	Dumpsters at Q'emiln	700-461.0000.65050		877.83
VEN02385	Prairie Transfer Station						
APMWB	Check		06-82894	Wood waste	700-461.0000.65050		7.20
Dept 461 Total:							885.03
Fund 700 Total:							885.03

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

A090	Accurate Testing Labs LLC						
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Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	128046	Coliform Presence/Absence	750-462.0000.68360	100.00
		128063		750-462.0000.68360	200.00
		128029		750-462.0000.68360	125.00
		128122		750-462.0000.68360	100.00
VEN05261	CDA PAVING				
APMWB	Check	79559	3/4" Curshed Base	750-462.0000.63280	61.26
C220	Coleman Oil Co				
APMWB	Check	INV-060741	GENSET SEASONAL FUELING	750-462.0000.64030	2,175.61
G098	Grainger				
APMWB	Check	9498618470	Digital Multimeter & Holster	750-462.0000.67020	764.53
N001	Napa Auto Parts				
APMWB	Check	3688-201078	Windshield Washer Fluid	750-462.0000.63280	43.92
N0991	Norco Inc				
APMWB	Check	35975441	REPLACEMENT WELDER	750-462.0000.67020	4,593.80
VEN08557	Pollardwater				
APMWB	Check	WP033461	LOCATORS	750-462.0000.80240	1,518.00
R251	Serights Ace Hardware				
APMWB	Check	336980/1	Streach Film, AAA Battery	750-462.0000.63280	64.78
		336769/1	Shop Supplies	750-462.0000.63280	107.20
		336856/1	Propane & Drill Bit	750-462.0000.63280	20.77
		336767/1	Bags, Window Scraper & Handle	750-462.0000.63280	45.35
		337227/1	Well House Keys	750-462.0000.68025	4.66
Dept 462 Total:					9,924.88
Fund 750 Total:					9,924.88
Report Total:					1,089,119.95



Fund	Account	Amount
001 - GENERAL FUND		
	001-22080	525.00
	001-22115	39,192.36
	001-411.0000.62040	6,371.75
	001-411.0000.62060	15,394.00
	001-412.0000.66014	627.00
	001-412.0000.66030	255.00
	001-414.0000.62000	774.50
	001-414.0000.62060	20.00
	001-414.0000.62091	3,500.00
	001-414.0000.63050	186.00
	001-414.0000.63060	517.42
	001-414.0000.63070	2,000.00
	001-414.1445.62170	5,552.17
	001-414.1445.62190	3,194.43
	001-415.0000.62000	28.74
	001-415.0000.62060	20.00
	001-415.0000.66080	72.00
	001-418.0000.63060	1,266.46
	001-418.4000.72070	790.00
	001-421.0000.62040	631.13
	001-421.0000.62260	26.00
	001-421.0000.62370	100.00
	001-421.0000.63060	225.48
	001-421.0000.63210	264.99
	001-421.0000.63920	156.60
	001-421.0000.64020	2,349.00
	001-421.0000.64030	6,096.66
	001-421.0000.65030	90.00
	001-421.0000.66043	260.00
	001-421.0000.67020	503.94
	001-421.0000.67100	2,297.50
	001-421.0000.67170	2,673.95
	001-421.0000.67190	1,433.80
	001-421.0000.68010	58.00
	001-421.0000.68060	125.00
	001-421.0000.90020	2,809.60
	001-421.4000.72000	6,152.05
	001-423.1153.68400	552.00
	001-424.0000.64020	1,399.00
	001-427.0000.63000	553.72
	001-427.0000.64030	185.98
	001-427.0000.68010	80.00
	001-431.0000.62080	268.95
	001-431.0000.63060	72.98
	001-431.0000.63110	178.40
	001-431.0000.63260	14,913.33
	001-431.0000.63520	1,296.31
	001-431.0000.63525	2,329.83
	001-431.0000.64020	1,559.00
	001-431.0000.67090	810.42
	001-431.0000.68010	4,753.67
	001-431.0000.68080	2,149.34
	001-431.0000.68090	1,389.04
	001-431.0000.68130	4,110.82
	001-431.0000.68140	58.48
	001-431.0000.68150	389.12

001-431.0000.93010	361.25
001-431.4000.72000	131.88
001-433.0000.63140	1,180.73
001-433.0000.63150	1,363.68
001-433.0000.63160	162.51
001-433.0000.63720	1,275.24
001-433.0000.63730	377.99
001-433.0000.68010	105.00
001-433.0000.68030	234.86
001-433.4000.72000	173.16
001-434.0000.63011	1,759.89
001-434.0000.63012	782.35
001-434.0000.63013	717.02
001-434.0000.63160	633.78
001-434.0000.67020	142.23
001-434.0000.67120	39.53
001-434.0000.68010	1,369.00
001-434.4000.72000	65.00
001-441.0000.90040	20,273.21
001-442.0000.63060	10.78
001-442.0000.63760	5,769.00
001-442.0000.67020	29.99
001-442.1670.33307	112.50
001-442.4000.72000	571.44
001-443.0000.63080	1,938.61
001-443.0000.63110	439.16
001-443.0000.63150	109.29
001-443.0000.63260	274.75
001-443.0000.64020	200.00
001-443.0000.64030	9.08
001-443.0000.65050	8.84
001-443.0000.66061	138.40
001-443.0000.66190	56.78
001-443.0000.67020	1,733.41
001-443.0000.67030	456.47
001-443.0000.67050	2,637.98
001-443.0000.67070	2,164.32
001-443.0000.67090	68.78
001-443.0000.68013	125.00
001-443.0000.68170	456.07
001-443.0000.68220	706.02
001-443.0000.68230	41.43
001-445.0000.62040	6,929.50
001-445.0000.63060	106.07
001-445.0000.63080	424.64
001-445.0000.63210	4,544.47
001-445.0000.64020	1,399.00
001-445.1445.62190	4,831.71
001-451.0000.63060	13.74
001-452.0000.62040	50.00
001-452.0000.63060	182.82
001-454.0000.64020	1,399.00
001-481.0000.68060	250.00
Fund 001 Total:	212,928.28
003 - PERSONNEL BENEFIT POOL	
003-482.4000.73000	640.00
Fund 003 Total:	640.00
007 - DRUG SEIZURE PROGRAM	
007-425.0000.67020	3,730.00
Fund 007 Total:	3,730.00
008 - 911 SUPPORT	
008-426.0000.67295	18,772.53
Fund 008 Total:	18,772.53
023 - SPECIAL EVENTS	
023-446.1603.63000	495.54
Fund 023 Total:	495.54

029 - CEMETERY CAPITAL IMPROVEMENT		
029-442.1670.90015		112.50
	Fund 029 Total:	112.50
038 - PARKS IMPACT FEES		
038-443.0000.94165		158,421.64
	Fund 038 Total:	158,421.64
650 - RECLAIMED WATER OPERATING		
650-463.0000.62150		35,789.00
650-463.0000.62180		4,298.40
650-463.0000.63008		7,999.40
650-463.0000.63060		271.70
650-463.0000.63110		380.03
650-463.0000.63400		6,721.34
650-463.0000.63480		9,460.00
650-463.0000.66012		656.08
650-463.0000.67090		1,153.99
650-463.0000.67170		3,219.24
650-463.0000.67221		5,202.99
650-463.0000.68010		493.77
650-463.0000.68025		10,758.77
650-463.0000.68360		6,606.01
650-463.0000.95520		25,918.00
650-463.3122.68400		47,715.94
650-463.4000.72000		1,492.40
650-466.0000.63006		967.87
650-466.0000.63060		2,734.68
650-466.0000.63110		187.94
650-466.0000.63330		343.21
650-466.0000.67090		151.74
650-466.3104.68400		10,190.23
650-466.4000.72000		814.96
650-468.0000.68360		260.00
650-468.0000.68380		13.49
650-468.4000.72000		139.99
	Fund 650 Total:	183,941.17
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3213.90015		161,199.98
651-463.6505.95520		22,731.40
	Fund 651 Total:	183,931.38
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3214.95520		267,094.50
652-463.3234.95520		48,242.50
	Fund 652 Total:	315,337.00
700 - SANITATION		
700-461.0000.65050		885.03
	Fund 700 Total:	885.03
750 - WATER OPERATING		
750-462.0000.63280		343.28
750-462.0000.64030		2,175.61
750-462.0000.67020		5,358.33
750-462.0000.68025		4.66
750-462.0000.68360		525.00
750-462.0000.80240		1,518.00
	Fund 750 Total:	9,924.88
	Report Total:	1,089,119.95

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 12.7.22

11/14/2022	46.64	90007	AT&T- Long Distance	Pay Before Due Date	001-445.0000.65030
11/14/2022	80066.80	90010	AVISTA Utilities	Pay Before Due Date	Various
11/14/2022	31837.00	90011	Kootenai Electric	Pay Before Due Date	Various
11/14/2022	2130.00	90013	Lake City Law Group PLLC	Past Due	001-424.0000.62040
11/14/2022	245.74	90014	Ricoh USA Inc	Pay Before Due Date	001-421.0000.66050
11/14/2022	697.07	90021	AT&T Mobility	Pay Before Due Date	650-466.0000.65030
11/14/2022	495.48	90022	AT&T Mobility	Pay Before Due Date	650-463.0000.65030
11/14/2022	195.22	90023	Verizon Wireless	Pay Before Due Date	001-443.0000.65030
11/14/2022	215.19	90024	Verizon Wireless	Pay Before Due Date	Various
11/14/2022	80.02	90025	Verizon Wireless	Pay Before Due Date	001-452.0000.65030
11/14/2022	120.03	90026	Verizon Wireless	Pay Before Due Date	001-424.0000.65030
11/14/2022	456.77	90027	Verizon Wireless	Pay Before Due Date	Various
11/14/2022	120.03	90028	Verizon Wireless	Pay Before Due Date	001-453.0000.65030
11/17/2022	284.55	90029	H&H Buisness Systems	Pay Before Due Date	Various
11/17/2022	200.00	90030	Bureau of Occupational Licenses	Pay Before Due Date	650-463.0000.64020
11/17/2022	2010.52	90031	One Call Concepts	Pay Before Due Date	Various
11/17/2022	125.14	90032	Ziplay Fiber	Pay Before Due Date	650-463.0000.65030
11/17/2022	75.06	90033	Ziplay Fiber	Pay Before Due Date	650-463.0000.65030
11/17/2022	122.00	90034	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
11/17/2022	122.00	90035	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
11/17/2022	1326.88	90036	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
11/17/2022	43.40	90037	AT&T- Long Distance	Pay Before Due Date	Various
11/17/2022	1962.54	90038	AT&T Mobility	Pay Before Due Date	001-421.0000.65030
11/17/2022	13950.45	90039	AVISTA Utilities	Pay Before Due Date	Various
11/17/2022	16.94	90040	Charter Communications	Pay Before Due Date	001-417.0000.63080
11/17/2022	286.16	90041	Kootenai Electric	Pay Before Due Date	001-421.0000.65021
11/17/2022	163.50	90042	Ziplay Fiber	Pay Before Due Date	001-421.0000.65030
11/17/2022	616.00	90043	Ziplay Fiber	Pay Before Due Date	001-421.0000.65030
11/17/2022	122.00	90044	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
11/18/2022	103.89	90056	Logan Clark	Pay Before Due Date	001-21050
11/23/2022	281.39	90060	Fedex	Past Due	Various
11/23/2022	87.19	90061	H&H Buisness Systems	Pay Before Due Date	Various
11/23/2022	2005.25	90062	Kootenai County Solid Waste	Pay Before Due Date	Various
11/23/2022	288121.92	90063	Northwest Waste and Recycling	Pay Before Due Date	700-461.0000.62042
	428732.77				

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 12/06/2022

DATE: 11/30/2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Hydrilla Estates Master Development Agreement (MDA) File No. SUBD-22-8

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, City Council authorizes the mayor's signature on the MDA for the Hydrilla Estates Subdivision.

DISCUSSION:

The applicant, Wild Horse Investments LLC, requested to subdivide approximately 5.37-acres into 15 Single-Family (R1) lots. This project is generally located on the northeast corner of the intersection of W. Fisher Ave. and N. Howell Rd.

On June 29, 2022, a public hearing was held before the Planning and Zoning Commission. After hearing the staff report and public testimony the Commission moved to approve the requested subdivision as it met the review criteria.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

Planning and Zoning Commission moved to approve the subdivision request.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**MASTER DEVELOPMENT AGREEMENT
FOR
HYDRILLA ESTATES SUBDIVISION
(File No. SUBD-22-8)**

THE CITY OF POST FALLS, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and *Wild Horse Investments, LLC, an Idaho Limited Liability Company, 14899 W. Stub Ave., Rathdrum, ID 83858*; hereinafter the "Developer", enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

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

- A. Developer owns approximately 5.37 acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a residential subdivision, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Hydrilla Estates Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, Exhibit A-4, File # SUBD-22-8, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit No.1**.
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code §50-301.
- C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.

- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- E. City acknowledges that the Developer, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop **Hydrilla Estates Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning and Zoning Commission held a public hearing on **June 29, 2022** and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of Hydrilla Estates Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit No. 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision were prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City, and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The

factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

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

1. Property and Term.

1.1 Property Subject to this Agreement

The Land is described as follows:

THAT PORTION OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACT 77, GREENACRES IRRIGATION DISTRICT PLAT NO. 4, ACCORDING TO THE PLAT RECORDED IN BOOK "B" OF PLATS AT PAGE 55, RECORDS OF KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LYMAN ESTATES, ACCORDING TO THE PLAT RECORDED IN BOOK "G" OF PLATS, PAGE 216; THENCE

ALONG THE SOUTH LINE OF LYMAN ESTATES, SOUTH 89°58'49" WEST A DISTANCE OF 280.96 FEET TO THE POINT OF BEGINNING; THENCE

LEAVING SAID SOUTH LINE OF LYMAN ESTATES, SOUTH 00°38'02" EAST A DISTANCE OF 646.37 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF FISHER AVENUE; THENCE

ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 89°57'26" WEST, A DISTANCE OF 362.37 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF HOWELL ROAD; THENCE

ALONG SAID EAST RIGHT OF WAY, NORTH 00°33'32" WEST A DISTANCE OF 646.51 FEET; THENCE

NORTH 89°58'49" EAST A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LYMAN ESTATES; THENCE

ALONG THE SOUTH LINE OF LYMAN ESTATES NORTH 89°58'49" EAST 351.53 FEET TO THE POINT OF BEGINNING.

1.2 Term

The term of this Agreement shall commence upon the execution of this Agreement by all parties to this Agreement and shall continue for three years thereafter or until all lands described in 1.1 are subdivided or otherwise developed in accordance with the terms of this Agreement, unless earlier terminated as provided herein. If construction of the approved

development is not commenced with sustained effort within one (1) year after approval, the city may give notice to the developer of the intent to terminate the agreement for non-performance. Upon such notice, the Developer shall be allowed a public hearing concerning the City's intent to terminate, if requested. After hearing from the Developer, in addition to comments from the public, city's governing board may finally decide the status of the agreement. Section 9.2 shall continue in effect after the term of this agreement and shall be an ongoing obligation of the property owners.

2. Project Regulations and Policies

2.1. Project Development

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

2.1.1. Existing Approvals

Development of the Property shall be subject to all of the conditions and standards as set forth in the Reasoned Decision and in the Annexation Agreement between the parties. The development of the Property shall be consistent with adopted rules, regulations and ordinances of the City except where such rules, regulations and ordinances are expressly modified by the approvals accorded the project.

2.1.2. Future Application

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

2.1.3 Fees

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

2.2. Project is a Private Undertaking

It is specifically understood and agreed by the parties that the Project contemplated by this Agreement is a private development; that the City has no interest in or responsibility for or duty to third persons concerning any of said improvements; that Developer shall have full power over, and exclusive control of the Project herein described subject only to the limitations and obligations of the Developer under this Agreement and applicable provisions of law. The only relationship between City and Developer is that of a governmental entity regulating the development of private property pursuant to the laws of the City and the State of Idaho.

2.3 Hold Harmless

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

3. City's Good Faith in Processing

3.1 Processing

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

3.2 Permits

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

4. Notices, Demands and Communications Among the Parties

4.1 Notice

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

DEVELOPER
Wild Horse Investments, LLC
14899 W. Stub Ave
Rathdrum, ID 83858

CITY
Mayor
408 Spokane Street
Post Falls, Idaho 83854

5. Default, Remedies, Termination, and Review

5.1 General Provisions

Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days' notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such thirty-day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, or without commencement of cure within such period and diligent effort to effect cure thereafter, the other party to this Agreement, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to this Section 5.1 shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is allowed to withhold approval of issuance of building or construction permits when a material condition of default exists.

5.2 Applicable Law/Attorneys' Fees.

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

5.3 Termination for Unforeseen Circumstances

These provisions provide a mechanism for the identification of those circumstances, which justify the modification, termination, or suspension of this Agreement. If, as a result of facts, events or circumstances presently unknown, unforeseeable and which could not have been known to the parties to this Agreement, City determines that the health, safety and general welfare of the City or its residents requires the modification, suspension or termination of this Agreement, the City shall (1) notify Developer in writing of the City's determination that such circumstances exist, the reasons for the City's determination and all facts upon which such reasons are based, and forward to Developer (a minimum of ten (10) days prior to the hearing) all documents relating to such determination and reasons therefore; (2) notify Developer, in writing, at least fourteen (14) days prior to the date, the time and place of the hearing; and (3) hold a hearing on the determination at which hearing

Developer shall have the right to offer evidence to the contrary. City shall have the obligation, based upon clear and convincing evidence, of establishing that (1) the circumstances were unknown, unforeseeable and could not have been known; (2) the health, safety and general welfare of the community require the suspension, modification or termination of the Agreement as opposed to any other alternative; and (3) the City, to the extent feasible, has provided Developer with an equitable program to reimburse to Developer unused fees, and provided equitable reimbursement for dedications or improvements not required by the extent of development as of the date of such suspension, modification or termination. In the event the City Council should fail to make such findings, then this Agreement shall not be so terminated, modified or suspended. The unforeseen circumstances, which shall cause the operation of this provision, shall not be the result of changes in state or federal law. The procedures described herein shall apply to circumstances, which threaten the health, safety and welfare of the public. If such threat is immediate and substantial, the City may suspend project development immediately in order to protect the public interest.

6. Subsequent Laws as Superseding Terms

6.1. Supersedure by Subsequent Laws

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

7. Mortgagee Protection; Certain Rights of Cure

7.1 Mortgagee Protection

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

7.2 Mortgagee Not Obligated

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

improvements thereon other than those uses, or improvements provided for or authorized by this Agreement.

7.3 Notice of Default to Mortgagee

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

8. Transfers and Assignments

8.1 Right to Assign

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

8.2 Release Upon Transfer

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

9. Covenants Run with The Land

9.1

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

9.2 Maintenance of Common Area Landscaping

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

10. General Provisions

10.1 No Joint Venture or Partnership

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

10.2 Severability

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

10.3. Entire Agreement

This Agreement is executed in one original and consists of **twenty-one (21)** pages, including the Recitals and 2 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

Exhibit 1: General Site Plan of Record (Exhibit A-3, File No. SUBD-22-8, Post Falls Community Development Department records)

Exhibit 2: Reasoned Decision, Hydrilla Estates Subdivision

10.3 Completion of Performance

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

10.5 Force Majeure

Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions) or other causes beyond such party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years.

10.6 Estoppel Certificate

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

10.7 Duty to Record

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

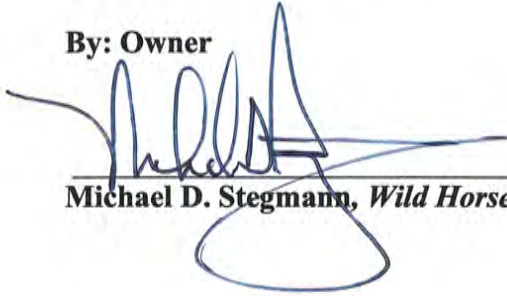
Executed this ____ day of _____, 20__.

By: CITY OF POST FALLS, a Municipal Corporation

Ronald G Jacobson, Mayor

Shannon Howard, City Clerk

By: Owner



Michael D. Stegmann, *Wild Horse Investments, LLC*

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.

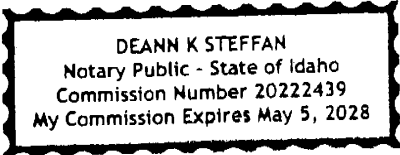
Notary Public for the state of Idaho
Residing at: _____
Commission Expires: _____

ACKNOWLEDGMENT

STATE OF ID)
 :SS
County of Kootenai)

On this 14 day of November , 20 22 , before me, a Notary for the State of _____, personally appeared **Michael D. Stegmann, Wild Horse Investments, LLC**, known, or identified to me to be the company whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

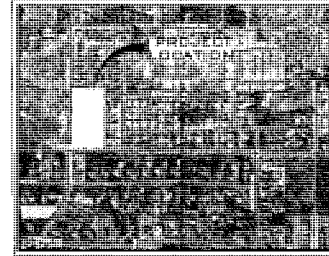
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.



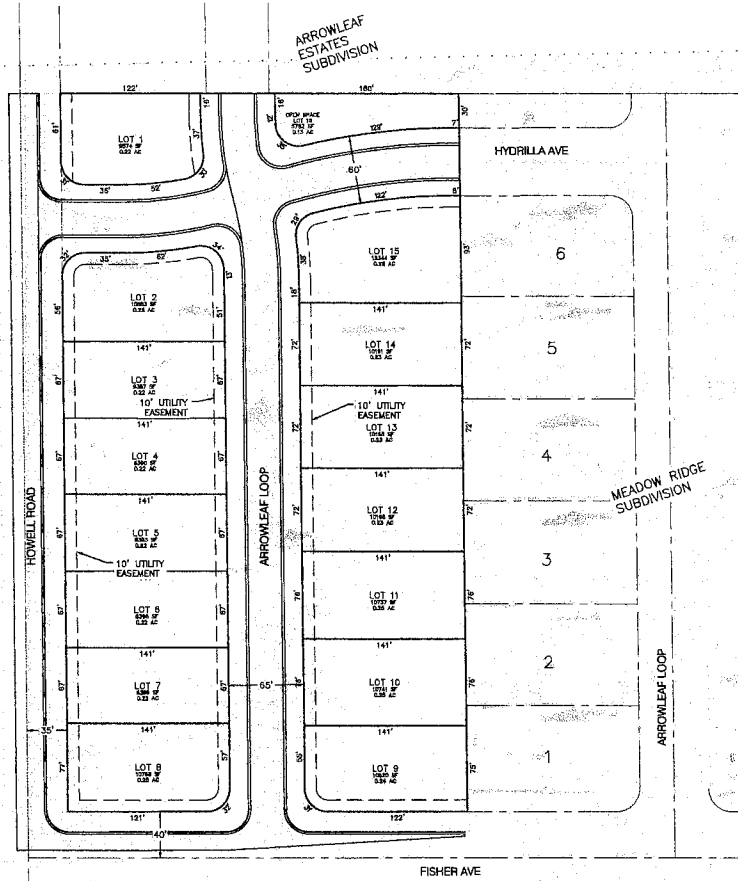
 [Signature]
Notary Public for the State of _____
Residing at: _____
Commission Expires: _____

PRELIMINARY SUBDIVISION PLAN HYDRILLA ESTATES POST FALLS, ID

NE 1/4 SECTION 28, T. 51 N., R. 5 W., B.M.



VICINITY MAP



SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	P-3850-28-077-AA
EXISTING ZONING	R-1-S
PROPOSED ZONING	R-1
PROJECT AREA	5.37 AC
LOT AREA	3.71 AC
RIGHT OF WAY AREA	1.53 AC
OPEN SPACE AREA	0.13 AC
NUMBER OF LOTS	15
MAXIMUM LOT AREA	12,344 SF
MINIMUM LOT AREA	9,987 SF
PROPERTY DENSITY	2.79 UNITS/AC
AVERAGE LOT AREA	10,804 SF
DOMESTIC WATER	EAST GREENACRES IRRIGATION DISTRICT
SANITARY SEWER DISPOSAL	CITY OF POST FALLS
FIRE DEPARTMENT	KOOTENAI COUNTY FIRE & RESCUE
DATUM	NAVD-88

LEGAL DESCRIPTION:

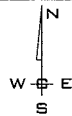
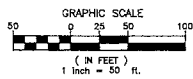
THE LAND IS DESCRIBED AS FOLLOWS:
 THAT PORTION OF TRACT 77, GREENACRES IRRIGATION DISTRICT PLAT NO. 4, ACCORDING TO THE PLAT RECORDED IN BOOK 78 OF PLATS AT PAGE 05, RECORDS OF KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHEAST CORNER OF LYMAN ESTATES, ACCORDING TO THE PLAT RECORDED IN BOOK 76 OF PLATS, PAGE 216; THENCE
 ALONG THE SOUTH LINE OF LYMAN ESTATES, SOUTH 80°06'49" WEST A DISTANCE OF 290.89 FEET TO THE POINT OF BEGINNING; THENCE
 LEAVING SAID SOUTH LINE OF LYMAN ESTATES, SOUTH 00°56'02" EAST A DISTANCE OF 846.37 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF FISHER AVENUE; THENCE
 ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 82°57'20" WEST, A DISTANCE OF 362.57 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF HOWELL ROAD; THENCE
 ALONG SAID EAST RIGHT OF WAY, NORTH 00°32'32" WEST A DISTANCE OF 648.01 FEET; THENCE
 NORTH 80°50'48" EAST A DISTANCE OF 110.00 FEET TO THE SOUTHWEST CORNER OF APPLICANT'S LYMAN ESTATES; THENCE
 ALONG THE SOUTH LINE OF LYMAN ESTATES NORTH 89°56'49" EAST 351.53 FEET TO THE POINT OF BEGINNING.

- NOTES:**
 1. ALL EXISTING STRUCTURES ARE TO BE REMOVED/DEMOLISHED.
 2. ALL UNDOCUMENTED FILL TO BE REMOVED AND REPLACED/RECOMPACTED.

SUBDIVISION PLAN

SCALE: 1" = 50'

NAVD - 88
BENCHMARK



THE MEADOWS
SUBDIVISION

NO.	DATE	BY	REVISIONS

SCALE:	
HORIZONTAL:	
VERTICAL:	
	N/A

PROJ. #:	21-2917
DATE:	2/22/22
DRAWN:	SLB
REVIEWED:	ROK

WCE
 WHIPPLE CONSULTING ENGINEERS
 8228 NORTH BULWAIN ROAD
 SPOKANE VALLEY, ID 83409
 PH: 509-883-2817 FAX: 509-888-0227

**HYDRILLA ESTATES
SUBDIVISION PLAN
3704 N. HOWELL
POST FALLS, ID**

City of Post Falls Approval		
Approved By: _____	City Engineer Date _____	
		SHEET 1 OF 2
		JOB NUMBER 21-2917

APPLICANT/ENGINEER
 WHIPPLE CONSULTING ENGINEERS
 21 S PINES ROAD
 SPOKANE VALLEY, WA 99208
 PHONE: 509-833-2817
 FAX: 509-888-0227
 CONTACT: RAY KIMBALL, P.E.

OWNER
 WILD HORSE INVESTMENTS, LLC
 14899 W. STUB AVE
 RATHORUM, ID 83856

**Hydrilla Estates Subdivision
File No. SUBD-22-8
Planning and Zoning Commission
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Whipple Consulting Engineers, Inc.

LOCATION: Generally located on the northeast corner of the intersection of W. Fisher Ave. and N. Howell Rd.

REQUEST: Subdividing approximately 5.37 acres into 15 Single-Family Residential Lots. As depicted Exhibit S-3.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Initial Preliminary Plan
4. A-4 Utility Plan
5. A-5 Will Serve
6. A-7 Auth Letter
7. A-8 Title Report
8. A-9 Warranty Deed
9. A-10 Finalized Preliminary Plan
10. S-1 Vicinity Map
11. S-2 Zoning Map
12. S-3 Future Land Use Map
13. PA-1 PFPD Comments
14. PA-2 KCFR Comments
15. PA-3 DEQ Comments
16. PA-4 PFSD Comments
17. PZ Staff Report
18. Testimony at the June 29, 2022, Planning and Zoning Commission ("Commission") hearing including:

The request was heard before the Planning and Zoning Commission (hereinafter "Commission") at the June 29, 2022, public hearing, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The request was for the Commission to review the request to subdivide approximately 5.37 acres into 15 lots within the Single-Family Residential (R-1) zoning designation (SUBD-22-8). The request is evaluated under the standards of Post Falls Municipal Code ("PFMC") § 17.12.060.

Jon Manley, Planning Manager

Mr. Manley presented the staff report to the Commission. He testified that the owner of the property is Wildhorse Investments, LLC represented by the Applicant, Ray Kimball, Whipple Consulting Engineers. He testified that the applicant is seeking to subdivide approximately 5.37 acres into 15

lots within the Single-Family Residential (R-1) zoning designation. He illustrated that the proposed location is at the northeast corner of Howell Rd. and W. Fisher Ave. He noted that to the south is the Prairie Meadows Subdivision which is larger estate homes, directly to the North and East is more akin to R-1 lots.

Mr. Manley testified that the current land use is large lot residential within the city of Post Falls. He noted that it is over the Rathdrum Prairie Aquifer and water would be provided by East Greenacres and wastewater would be provided by the city of Post Falls. He testified that the surrounding zoning is R-1-S but noted that you see structures and development patterns that are very unlike R-1-S and this is because of PUDs that occurred under a previous version of the municipal code. He explained that if those developments were to occur today, they would have to be rezoned as R-1 as PUDs must now match the underlying zoning. He noted that some newer developments in the nearby areas along Prairie do have R-1 zoning.

Mr. Manley testified that in this case there were some additional items that staff identified that needed to be adjusted from the initial subdivision plan. He explained that a modified subdivision plan is being presented to the Commission for consideration. He illustrated that the difference between the initial subdivision plan and the modified plan is the extension of Hydrilla Ave. to Howell to improve circulation and connectivity. Mr. Manley testified that the request is for 15 lots which meet the minimum lot size of 6,500 and minimum lot widths.

Mr. Manley testified regarding the first review criteria, stating that East Greenacres Irrigation District will provide water. As to the second criteria, he stated that the city of Post Falls will provide wastewater and has sufficient capacity for the proposed uses and it is in conformance with the city's water reclamation master plan. As to the third review criteria, he explained that the proposed streets are consistent with the transportation element of the comprehensive plan. He testified that direct access from residential lots onto Howell Rd. or Fisher Ave. would be prohibited.

Mr. Manley testified regarding the fourth review criteria, stating that the site is located over the Rathdrum prairie aquifer and at this time there are no known soil or topographical conditions that have been identified as hazards. As to the fifth review criteria, he attested that the subdivision is contingent on the zone change approval from City Council and if approved, the proposed lots comply with the bulk and placement standards for the relevant zoning designations. Finally, as to the last review criteria, he 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.

Mr. Manley in response to a question from the Commission regarding access onto Howell, noted that when they apply for a residential building permit they will need to utilize the interior roadway for their drive approaches to reduce traffic conflicts on Howell and Fisher. He noted that would also be the same regardless of any zoning.

Mr. Manley in response to a question from the Commission regarding lot sizes and how they relate to other lots in the area, stated that visually they look like about 80 to 85 percent of the size of the lots to the east and are closer and more like the lots to the east than to those lots south of the property. He noted that they are very similar to the lots to the north, perhaps even slightly larger.

Ray Kimball, Whipple Consulting Engineers, Applicant

Mr. Kimball testified that back in 2004-2005, he worked for the developers of the Craftsman at Meadow Ridge and designed the subdivision and was part of the annexation. He noted that in December of 2005 it was annexed in with 2 phases and they chose R1S because back then PUDs were an option, which allowed us to cut the lot sizes down and increase the density. He explained that 5-6 years ago, the city changed the code and are no longer allowed to increase density with a PUD. He testified that it was always the developers plan to build this as phase 2 and then the real-

estate plunged in the 2007 hit; the property was never developed and never purchased by a developer. He explained that his client purchased this last year and that is when we started running concepts.

Mr. Kimball testified that the Future Land Use Map designates this area as low-density residential this project fits in with that, R1 is a zone within the land use designation. He explained that the density is like a typical R1 subdivision which is typically 3.5 to 3.8 units per acre. He stated that these lots are significantly larger with a density of about 2.79 units per acre the same to the north and the lots to the east, which says it is about 2 however that includes the park which brings that subdivision to closer to 2.5 units per acre. He asserted that yes, the zoning fits the future land use map and complies with the City's transportation and sewer master plans.

Mr. Kimball testified that the R1 zoning is supported by the comprehensive plan as described in the narrative and in the staff report. He noted that if we were to develop this property as an R1S, there would not be any internal street connections all lots would front Howell. He indicated that the proposed R1 zoning is surrounded by residential uses and is over a mile away from any commercial zoning. He reiterated that the requested R1 zoning is in conformance with the Future Land Use Map.

Mr. Kimball testified that going into the subdivision plan, staff explained it well, our first submittal did not have Hydrilla pop out to Howell and so it was requested that we redesigned the layout to show it connected. He explained that they did have to bring the lot sizes down about 500 square feet however, the lot sizes are still over 10,000 square feet: nice large lots. He asserted that this proposal would allow the transportation network in the area to flow, it will allow the residents to north more than one way to travel outside of their neighborhood. He explained that this corner will also fill in the pedestrian pathway and bring that complete connection.

Mr. Kimball testified that this is within the boundaries of East Greenacres Irrigation District and they have provided a will serve letter. He noted that the sewer is a little different than normal, as it needs lift station improvements. He explained that the lift stations on Howell or on Fisher have limitation issues. He attested that the lift station handles majority of the northern area of Prairie Falls which is about 150 houses, a lift station is a concrete vault in the ground with pumps in it and the sewer flows into it and once it is full the pumps turn on and pumps up to another gravity manhole and it flows on its way down towards the plant. He explained that there are 2 current lift stations, one is at the corner of Idaho and Prairie, and another one at the corner of Spokane St. and Prairie which are being taken offline. He stated that the city is doing some sewer improvement projects, temporary lift stations and they are putting in a gravity main that will allow the sewer to flow the way it was intended within the Master Plan.

Mr. Kimball testified that the lift station on Fisher is being upgraded this year, just means it will get bigger pumps and new control wiring. He noted that typical wastewater systems have peak hours which is about 8 in the morning and drops off during the day and then a dinner peak happens, dishes, laundry, etc. and this is the natural cycles of what happens upstream of a lift station. He explained that it takes about an hour from the Prairie Falls area to get to the first lift station, on Guy Rd., when the pump is off there is zero flow and then the pump turns on when it fills up (50 gallons per minute) then the pump shuts off again. So, he expounded, that flow that is seen downstream of the Guy Rd lift station will go to the Fisher lift station after the others are taken offline.

Mr. Kimball explained that the reason he is talking about this is because of the criteria to have provisions made to supply adequate sewer. So, he submitted, we have a proposed modification to condition 11 Construction of the Subdivision cannot commence until the city of Post Falls completes reconstruction of the Fisher Ave. Lift Station, with an estimated completion 2025, unless the City verifies that the improvements being constructed in 2022 provide additional capacity to accommodate this development. He felt this gives flexibility to the city to be able to say yes, they can go and reevaluate the capacity after the improvements and if they have the capacity, we would be able to start construction sooner.

Mr. Kimball testified that the right of way will be dedicated for Fisher Ave. and Howell Rd. to City standards and provisions have been made to adequately provide connectivity to adjacent properties. He testified that there are no known hazards or topographical conditions that are incompatible with the proposed use and the proposal meets all the requirements of the R1 zoning.

Mr. Kimball testified that the idea for this project was because there was no middle product between and R1 and R1S, its either 1 acre or 6500 square feet, and we wanted to go with an R1 type product but were okay with some limitations. He explained that bigger lots were always the intent which is why we are bringing the subdivision forward at the same time to show that intent. In all honesty, he reminisced, it was a much different time when it came to the attitude of subdivision growth and planning. He storied those previous subdivisions like Fieldstone, the public hearings went until midnight and now we think it is a fantastic neighborhood. He noted that at the time R-1-S with a PUD was a path of least resistance and was a way to get to the same thing we are looking at today, that path is simply different now because the PUD option is gone.

Public Testimony:

The hearing was opened for public testimony.

Wade Jacklin (Brief Written Comment read into Record)

Mr. Jacklin testified in favor stating that it is a perfect location for small infill neighborhood to help alleviate housing needs in our town.

Questions for Staff

Rob Palus, Assistant City Engineer

Mr. Palus was called to give testimony on the proposed condition by applicant for sewer. He testified that Engineering has been working with the applicant in getting to this stage, the bulk of what the applicant presented was very much in line as to the entry some of the technical details of how sewage gets from one point to another. He noted that until such time as we improve the Fisher Lift Station there's a little bit of grayness as far as taking what the model shows because there are some levels of basically factors of safety we take into account, we don't look at everyone flushing their toilets at the same time, but we do look at what is a typical pattern of how sewage goes into an area.

Mr. Palus testified that they do consider what is the typical length of time it takes to get from the farthest reach to the lift station that is how it impacts but the reality is when you get to the ground not everyone follows that same exact pattern and it's an average. So, he explained, our water reclamation department will be making and getting those improvements in place at the Fisher Lift Station and the 2 existing lift stations that are going to be going offline within the next month and after those items are done we'll be able to go out there and reevaluate and see where in that gray zone do we really fall, were our estimates correct, were they over cautious or were we on the other side and from that we can make a determination. At that time, he testified that we can either say yes or we can determine that there still is not enough capacity, therefore staff would be comfortable with that revised condition.

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 East Greenacres Irrigation District and they have adequate capacity to provide service to the project as proposed. The applicant has provided a will serve letter.

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

The Commission determines that the City of Post Falls will provide sewer service and Sanitary Sewer for the location is located along the property's southern boundary within Fisher Avenue. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

The Commission finds that the City's Water Reclamation System currently does not have the capacity to provide service to the site neither under the current zoning nor under the proposed zoning. However, The City is scheduled to make improvements to the adjoining sewer system and downstream Fisher Lift Station in 2024, with improvements being available for use in 2025. The City would be willing to serve to the property with the existing or requested zoning classifications upon completion of the Fisher Lift Station Capacity improvements. Existing capacity is not a guarantee of future service

The Commission determines that based on the testimony of the Applicant and the Assistant city engineer, that as conditioned in this decision, adequate provisions have been made for the delivery of sanitary sewer services.

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

The Commission determines that: The subdivision and proposed layout show connection to existing Hydrilla Ave. and extension of Arrowleaf Loop to Fisher Ave. When Arrowleaf Estates was constructed, W. Chapel Meadow Tr. was provided as a "temporary" connection until such time that Hydrilla Ave. could be extended to Howell Rd. Provision of the extension of Hydrilla Ave. to Howell Rd. is needed to provide additional roadway circulation. With the extension of Hydrilla Ave., W. Chapel Meadow Tr. (which exists within an easement only and does not comply with City roadway standards) will need to be removed.

With the extension of Hydrilla Ave. to Howell Rd., the project 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 shall comply with City Standards.

Direct access from residential lots to Howell Rd. or Fisher Avenue will not be allowed.

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

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

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

The Commission determines that this subdivision request is conditioned upon the subsequent rezoning by the City Council. If the area is zoned within the City of Post Falls as proposed with Single-Family Residential (R-1) zoning. The proposed use will conform with the zoning and other requirements found in PFMC.

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

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

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

It is the decision of the Commission that the requested subdivision can meet the City's standards, however, to meet the criteria certain conditions will need to be met. Those conditions, 1-13 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 June 29, 2022, at a properly noticed public hearing, the record compiled in this matter, and the applicant must meet the following conditions:

1. This subdivision may only be approved subject to zone change 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.
8. Direct access from residential lots to Howell Rd. and/or Fisher Ave. 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 Howell Rd. and Fisher Ave., including all landscaping, irrigation, and removal of snow from sidewalks and trails.

REASONED DECISION

- 10. W. Hydrilla Ave. shall be extended to intersect with Howell Rd.
- 11. Construction of the Subdivision cannot commence until the City of Post Falls completes reconstruction of the Fisher Ave. Lift Station, estimated completion 2025, unless the City verified that the improvements being constructed in 2022 provide additional capacity to accommodate this development.
- 12. The geotechnical study referenced by the applicant in their narrative shall be supplied to the City for review for review and approval. Site mitigation shall be completed in conformance with the approved geotechnical study.
- 13. That the finalized preliminary plat, Exhibit A-10, is utilized for this 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-22-8: 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, Hydrilla Estates Subdivision, SUBD-22-8, 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

August 9, 2022

8/9/22
Date

[Signature]
Chairman

[Signature]
Attest

NOTICE OF RIGHTS:

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

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

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

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

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

MEETING DATE: December 6th, 2022

DATE: November 16th, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN – CITY ENGINEER
SUBJECT: FRONTAGE IMPROVEMENT WAIVER REQUEST – 513 W. 14TH AVE

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council approves the waiver of frontage improvements request for 513 W. 14th Ave.

DISCUSSION: Aleksandr & Larisa Slisenko have requested a waiver of frontage improvements (sidewalk, curb and gutter, etc.) in front of the property located at 513 W. 14th Ave.

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

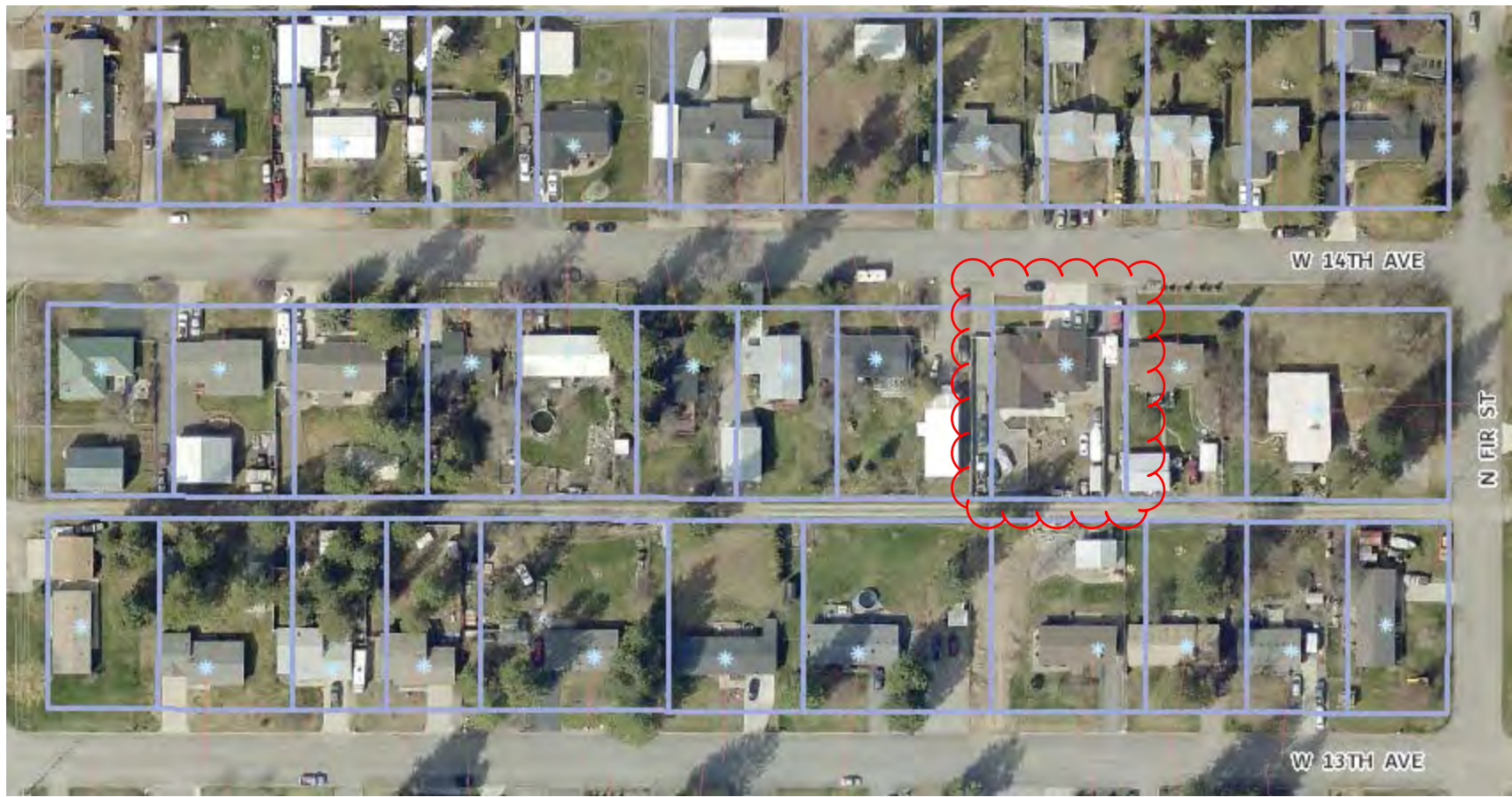
APPROVED OR DIRECTION GIVEN: Staff has reviewed the site and recommends that the waiver be approved as there are no existing improvements in the vicinity.

Staff commented that it would be more beneficial if these improvements were installed as a larger common project and that if these improvements were not waived it would make for varying implementations that lead to inconsistent applications throughout the area.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: Original request for waiver and map of location attached.



W 14TH AVE

N FIR ST

W 13TH AVE

**CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 12/06/2022**

DATE: 11/30/2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis
SUBJECT: Surplus of a 2013 John Deere Mower

ITEM AND RECOMMENDED ACTION:

The Cemetery has a 2013 John Deere 54" Mulching Mower that is an aged asset. It has been replaced and is no longer in use. Staff recommends the mover be sent to auction.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME _____ DEPT.# _____ DATE: _____
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

TAG# _____ SERIAL # _____ MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

- [] ABANDONED IN PLACE
- [] DESTROYED / DISPOSED
- [] SOLD AT AUCTION SELLING PRICE _____
- [] SOLD SELLING PRICE _____
- [] TRADED IN CASH VALUE/TRADE IN _____

[] OTHER: _____

- LOST
Please attach police report
- STOLEN
Please attach police report

REPLACED YES _____ NO _____
USEFUL LIFE OF ASSET INCREASED YES _____ NO _____

ESTIMATED REMAINING USEFUL LIFE _____

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

RAGAN EQUIPMENT

W 320 HANLEY • COEUR D'ALENE, ID 83815
TEL (208) 772-3374

Invoice No: 12481 Cust P.O: 10425
Date: 11/25/2013 Cust ID: CITYOFFFAL
Tel: 773-1722
Terms: DUE BY THE 20TH
Page No: 1 Salesperson: GENE

INVOICE

SOLD TO:

CITY OF POST FALLS
ACCTS PAYABLE
408 SPOKANE ST
POST FALLS, ID 83854

SHIP TO:

CITY OF POST FALLS
ACCTS PAYABLE
408 SPOKANE ST
POST FALLS, ID 83854

Items Sold

Serial/Description	Model	Tag	Tach	Retail	Discount	Amount
1TC920MVADT011910	Z920M	947762		9,599.00	2,008.00	7,591.00
				Warranty Date: 10/25/2013		
Z920M GAS 54" MID Z						

Parts

Qty	Part No	Description	Mfg	Tax	Price	Extend
3.00	M135334	BLADE	JD	N	20.00	60.00
1.00	TCB11469	Grass Mulching Attachment	JD	N	309.00	309.00

Sub Total	7,960.00
Total Tax	0.00
Sub Total	7,960.00
Down Payment	0.00
Total	7,960.00

Additional Information:
Z920M ZTrak w/options

Signature _____

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 12/06/2022

DATE: 11/30/2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Craig Borrenpohl
SUBJECT: Gunnerson Consulting Revised Schedule 1 Agreement

ITEM AND RECOMMENDED ACTION:

City Council authorizes the Mayor to sign the Revised Schedule 1 Agreement with Gunnerson Consulting and Communications Site Services, LLC (GCCSS).

DISCUSSION:

The City has consulted with GCCSS since August 2021 for management of leases for cellular and other wireless services. This partnership has proven valuable in reducing City staff management burden for these leases. GCCSS has also identified important items in leases which protect the City and our interests in both the leases and protecting City infrastructure. The revised Schedule 1 was submitted by Gunnerson Consulting to adjust their hourly rate from \$200 to \$225. Acceptance of this revised hourly rate is required to continue utilizing the services of GCCSS.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Services Agreement with GCCSS

APPROVED OR DIRECTION GIVEN:

Approved on 08/03/2021

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Contract is on call, rate increase will likely increase annual cost by approximately \$3,000

BUDGET CODE:

750-462.0000.62040

**REVISED SCHEDULE 1
TO THE SERVICES AGREEMENT**

This Revised Schedule 1 is effective as of the date last signed below, and is entered into pursuant to and subject to the terms of the Services Agreement entered into by and between Gunnerson Consulting and Communication Site Services, LLC (“GCCSS”) and Customer as identified below, (the “Agreement”). This Revised Schedule 1 is effective as of the date it is fully executed by the parties. In the event of any conflict or inconsistency between the terms of this Revised Schedule 1 and the Agreement, the terms of this Revised Schedule 1 shall govern and prevail.

Site Coordinates: 47.706780 N, 116.932356 W
47.731314 N, 116.947141 W
47.708814 N, 117.025437 W
47.713206 N, 116.971286W

Services:

- Review any leases/agreements, letters or offers.
 - Recommend, initiate discussions, prepare and/or send correspondence for any negotiations.
 - Prepare any notices, agreement revisions or other documents.
 - Other:
-
-

Term:

From the effective date of this Revised Schedule 1, until either completion of the Services provided for in this Revised Schedule 1, or termination of this Revised Schedule 1 in accordance with the terms of Section 3.1 or 3.2 of the Agreement.

Compensation:

- Pursuant to the terms on the face of the Agreement.
 - Other: **CURRENT GCCSS RATES: \$225/HR.**
-

Special Terms:

**GUNNERSON CONSULTING AND
COMMUNICATION
SITE SERVICES, LLC**

CUSTOMER: CITY OF POST FALLS

By: _____
Bryon Gunnerson, Member

By: _____
Print: _____

Date: _____

Title: _____
Date: _____

MEMORANDUM

To: Mayor and Council Members
From: Jason Faulkner, Finance Director
Date: 11/28/2022
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.

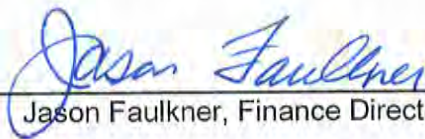
Fiscal Impact

None.

City of Post Falls
Cash and Investments
9/30/2022

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	69,247,912.74
LGIP Acct 1441	263,010.11
<u>First Financial Equity Corporation</u>	
General Accts Investments	22,571,814.31
Contingency Accts	5,814,606.73
Replacement & Reserve Accts	50,380,772.56
<u>Moreton Capital Investments</u>	
Moreton Securities	19,255,773.20
<u>Mountain West bank</u>	
Repurchase Sweep Account	1,080,844.89
Checking Account	75,000.65
<u>Cash on Hand</u>	
Finance	400.00
Animal Control	150.00
Police	525.00
Recreation	305.00
Park	203.00
Planning and Zoning	150.00
Total	<u>\$ 168,691,468.19</u>

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
 BUDGET STATUS REPORT
 FOR MONTH ENDED September 30, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 97,542.00	\$ 95,901.58	98.3%
	Personnel	<u>103,412.46</u>	<u>101,865.45</u>	98.5%
		200,954.46	197,767.03	98.4%
412 - INFORMATION SYSTEMS	Operating	114,868.00	185,910.22	161.8%
	Capital	-	-	0.0%
	Personnel	<u>302,007.25</u>	<u>302,677.76</u>	100.2%
		416,875.25	488,587.98	117.2%
413 - GENERAL SERVICES	Operating	14,950.00	12,731.62	85.2%
	Personnel	<u>262,043.22</u>	<u>263,878.84</u>	100.7%
		276,993.22	276,610.46	99.9%
414 - FINANCE	Operating	238,893.00	370,436.73	155.1%
	Personnel	<u>567,328.98</u>	<u>569,233.56</u>	100.3%
		806,221.98	939,670.29	116.6%
415 - CITY CLERK	Operating	10,450.00	14,355.81	137.4%
	Capital	-	-	0.0%
	Personnel	<u>72,137.91</u>	<u>73,046.79</u>	101.3%
		82,587.91	87,402.60	105.8%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	2,678.18	37.2%
	Capital	-	-	0.0%
	Personnel	<u>133,622.19</u>	<u>132,921.40</u>	99.5%
		140,822.19	135,599.58	96.3%
418 - HUMAN RESOURCES	Operating	7,950.00	8,860.51	111.5%
	Personnel	<u>239,077.70</u>	<u>242,450.02</u>	101.4%
		247,027.70	251,310.53	101.7%
419 - LIBRARY	Operating	<u>-</u>	<u>-</u>	
		-	-	
421 - POLICE	Operating	646,105.48	954,528.42	147.7%
	Capital	186,000.00	464,633.31	249.8%
	Personnel	<u>6,507,818.65</u>	<u>6,035,308.89</u>	92.7%
		7,339,924.13	7,454,470.62	101.6%
423 - OASIS	Operating	4,000.00	46,488.46	1162.2%
	Personnel	<u>124,978.71</u>	<u>145,424.32</u>	116.4%
		128,978.71	191,912.78	148.8%
424 - LEGAL (PROSECUTING)	Operating	56,750.00	41,100.49	72.4%
	Capital	25,000.00	-	0.0%
	Personnel	<u>736,149.10</u>	<u>741,468.89</u>	100.7%
		817,899.10	782,569.38	95.7%
427 - ANIMAL CONTROL	Operating	17,250.00	12,573.22	72.9%
	Personnel	<u>162,597.58</u>	<u>165,094.52</u>	101.5%
		179,847.58	177,667.74	98.8%
431 - STREETS	Operating	1,987,099.30	1,532,297.66	77.1%
	Capital	235,000.00	259,651.54	0.0%
	Personnel	<u>1,074,995.66</u>	<u>1,019,290.42</u>	94.8%
		3,297,094.96	2,811,239.62	85.3%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	8,850.00	7,853.28	88.7%
		<u>8,850.00</u>	<u>7,853.28</u>	88.7%
433 - FACILITY MAINTENANCE	Operating	33,650.00	38,602.65	114.7%
	Capital	2,000.00	-	0.0%
	Personnel	269,505.65	239,275.81	88.8%
		<u>305,155.65</u>	<u>277,878.46</u>	91.1%
434 - FLEET MAINTENANCE	Operating	165,812.00	202,174.89	121.9%
	Capital	690,000.00	417,495.39	60.5%
	Personnel	363,300.47	353,155.19	97.2%
		<u>1,219,112.47</u>	<u>972,825.47</u>	79.8%
435 - -GIS	Operating	44,734.00	44,657.10	99.8%
	Personnel	167,995.10	166,975.40	99.4%
		<u>212,729.10</u>	<u>211,632.50</u>	99.5%
441 - URBAN FORESTRY	Operating	45,530.00	51,316.38	112.7%
	Capital	151,300.00	50,240.80	0.0%
	Personnel	184,150.59	125,840.64	68.3%
		<u>380,980.59</u>	<u>227,397.82</u>	59.7%
442 - CEMETERY	Operating	109,395.00	146,062.29	133.5%
	Capital	16,650.00	1,225.00	0.0%
	Personnel	164,263.17	170,507.16	103.8%
		<u>290,308.17</u>	<u>317,794.45</u>	109.5%
443 - PARKS	Operating	690,894.74	772,875.80	111.9%
	Capital	545,700.00	303,763.92	0.0%
	Personnel	1,116,114.64	1,091,531.96	97.8%
		<u>2,352,709.38</u>	<u>2,168,171.68</u>	92.2%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	893,000.00	681,001.76	76.3%
		<u>893,000.00</u>	<u>681,001.76</u>	76.3%
445 - RECREATION	Operating	199,199.00	245,528.07	123.3%
	Personnel	859,831.75	723,094.37	84.1%
		<u>1,059,030.75</u>	<u>968,622.44</u>	91.5%
451 - PLANNING & ZONING	Operating	36,519.00	14,311.22	39.2%
	Personnel	303,384.37	304,509.78	100.4%
		<u>339,903.37</u>	<u>318,821.00</u>	93.8%
452 - BUILDING INSPECTOR	Operating	29,750.00	28,785.61	96.8%
	Personnel	618,701.99	628,629.25	101.6%
	Capital	-	23,867.60	
		<u>648,451.99</u>	<u>681,282.46</u>	105.1%
453 - ENGINEERING	Operating	40,800.00	56,930.17	139.5%
	Capital	-	-	0.0%
	Personnel	651,766.84	611,076.56	93.8%
		<u>692,566.84</u>	<u>668,006.73</u>	96.5%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	9,680.00	62,322.62	643.8%
	Personnel	<u>195,131.63</u>	<u>201,723.49</u>	103.4%
		204,811.63	264,046.11	128.9%
465 - STREET LIGHTS	Operating	<u>620,000.00</u>	<u>636,030.30</u>	102.6%
		620,000.00	636,030.30	102.6%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,826,447.92	503,023.44	27.5%
	Capital	<u>580,000.00</u>	<u>35,367.00</u>	0.0%
		2,406,447.92	538,390.44	22.4%
482 - PERSONNEL POOL	Operating	3,300,000.00	3,300,000.00	100.0%
	Personnel	<u>263,212.33</u>	<u>22,856.78</u>	8.7%
		3,563,212.33	3,322,856.78	93.3%
497 - TRANSFERS OUT	Operating	<u>375,000.00</u>	<u>375,000.00</u>	100.0%
		375,000.00	375,000.00	100.0%
TOTAL GENERAL FUND		<u>29,507,497.38</u>	<u>26,432,420.29</u>	89.6%
002 - INSURANCE FUND	Operating	<u>338,249.38</u>	<u>274,631.00</u>	81.2%
		338,249.38	274,631.00	81.2%
003 - PERSONNEL FUND	Operating	112,152.00	101,878.20	90.8%
	Capital	-	-	0.0%
	Personnel	<u>4,448,700.00</u>	<u>3,847,590.91</u>	86.5%
		4,560,852.00	3,949,469.11	86.6%
007 - DRUG SEIZURE FUND	Operating	<u>135,000.00</u>	<u>26,812.82</u>	19.9%
		135,000.00	26,812.82	19.9%
008 - 911 FUND	Operating	452,763.74	126,945.99	28.0%
	Capital	-	17,193.88	0.0%
	Personnel	<u>74,742.80</u>	<u>64,932.84</u>	86.9%
		527,506.54	209,072.71	39.6%
011 - FACILITY BUILDING RESERVE FUND	Operating	1,807,000.00	-	0.0%
	Capital	<u>-</u>	<u>10,000.00</u>	0.0%
		1,807,000.00	10,000.00	0.0%
017 - ANNEXATION FUND	Operating	1,900,000.00	91,646.72	4.8%
	Capital	<u>1,000,000.00</u>	<u>-</u>	0.0%
		2,900,000.00	91,646.72	3.2%
023 - SPECIAL EVENTS FUND	Operating	<u>46,248.00</u>	<u>21,028.16</u>	45.5%
		46,248.00	21,028.16	45.5%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	-	0.0%
	Capital	<u>-</u>	<u>-</u>	0.0%
		202,500.00	-	0.0%
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	1,463,000.00	36,302.70	2.5%
	Capital	<u>-</u>	<u>-</u>	0.0%
		1,463,000.00	36,302.70	2.5%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	475,000.00	3,948.00	0.0%
	Capital	<u>24,720,984.00</u>	<u>6,736,014.12</u>	
		25,195,984.00	6,739,962.12	0.0%
038 - PARK IMPACT FEE FUND	Operating	1,885,000.00	1,842.00	0.0%
	Capital	<u>2,375,000.00</u>	<u>1,350,558.57</u>	56.9%
		4,260,000.00	1,352,400.57	31.7%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		-	-	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		-	-	0.0%
410 - LID 2004	Operating	<u>528,000.00</u>	-	0.0%
		528,000.00	-	0.0%
450 - LID GUARANTEE FUND	Operating	<u>150.00</u>	<u>150.00</u>	100.0%
		150.00	150.00	100.0%
650 - RECLAIMED WATER OPERATING FUND Incl: wwo, collections, recycled, surface	Operating	11,305,311.52	28,306,460.64	250.4%
	Capital	215,000.00	114,239.00	53.1%
	Personnel	<u>1,853,787.83</u>	<u>1,665,878.17</u>	89.9%
		13,374,099.35	30,086,577.81	225.0%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	923,389.00	878,637.88	95.2%
	Capital	<u>22,620,000.00</u>	<u>13,212,265.57</u>	58.4%
		23,543,389.00	14,090,903.45	59.9%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	<u>1,800,000.00</u>	<u>2,864,498.16</u>	159.1%
		1,800,000.00	2,864,498.16	159.1%
700 - SANITATION FUND	Operating	<u>3,553,481.24</u>	<u>3,973,233.99</u>	111.8%
		3,553,481.24	3,973,233.99	111.8%
750 - WATER OPERATING FUND	Operating	1,943,076.31	1,798,937.06	92.6%
	Capital	424,316.00	192,076.03	
	Personnel	<u>720,293.80</u>	<u>730,113.91</u>	101.4%
		3,087,686.11	2,721,127.00	88.1%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	<u>1,100,000.00</u>	<u>114,265.73</u>	10.4%
		1,100,000.00	114,265.73	10.4%
GRAND TOTAL		<u>\$ 117,930,643.00</u>	<u>\$ 92,994,502.34</u>	78.9%

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
Treasurer's Report of Cash and Investment Transactions
As Of 9/30/2022

FUND	BALANCE 08/31/2022	RECEIPTS	DISBURSEMENTS	BALANCE 09/30/2022
001 - GENERAL FUND	\$ 46,848,674.75	\$ 14,930,820.41	\$ 16,246,076.35	\$ 45,533,418.81
002 - COMPREHENSIVE LIABILITY	259,312.16	\$ 34,230.49	\$ 140,539.50	153,003.15
003 - PERSONNEL BENEFIT POOL	(476,795.06)	\$ 301,630.17	\$ 355,748.65	(530,913.54)
004 - STREET LIGHTS	128,584.10	\$ 195.61	\$ -	128,779.71
007 - DRUG SEIZURE PROGRAM	164,915.40	\$ 14,944.10	\$ 3,771.98	176,087.52
008 - 911 SUPPORT	2,204,147.67	\$ 53,275.80	\$ 47,313.99	2,210,109.48
011 - FACILITY BUILDING RESERVE	2,027,904.03	\$ 32,295.95	\$ -	2,060,199.98
017 - ANNEXATION FEES	3,420,705.55	\$ 11,206.54	\$ 4,166.63	3,427,745.46
023 - SPECIAL EVENTS	279,230.57	\$ 3,368.46	\$ 519.90	282,079.13
029 - CEMETERY CAPITAL IMPROVEMENT	329,197.10	\$ 4,657.10	\$ -	333,854.20
035 - PUBLIC SAFETY IMPACT FEES	2,156,444.17	\$ 52,844.82	\$ 2,937.67	2,206,351.32
037 - STREETS IMPACT FEES	6,726,663.70	\$ 455,959.90	\$ 775,370.88	6,407,252.72
038 - PARKS IMPACT FEES	4,853,760.76	\$ 44,897.86	\$ 65,480.98	4,833,177.64
039 - STREETS CAPITAL PROJECTS	20,810.49	\$ 31.66	\$ -	20,842.15
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(95,994.67)	\$ 417.92	\$ -	(95,576.75)
450 - LID GUARANTEE	17,370.00	\$ 26.42	\$ -	17,396.42
650 - RECLAIMED WATER OPERATING	41,913,970.80	\$ 31,136,796.72	\$ 19,835,123.04	53,215,644.48
651 - RECLAIMED WATER CAPITAL - WWTP	15,326,420.64	\$ 406,327.91	\$ 876,228.69	14,856,519.86
652 - RECLAIMED WATER CAPITAL - COLLECTOR	7,549,773.02	\$ 91,391.47	\$ 972,609.79	6,668,554.70
700 - SANITATION	1,041,398.08	\$ 337,167.39	\$ 341,869.79	1,036,695.68
750 - WATER OPERATING	20,012,814.76	\$ 11,502,932.73	\$ 11,140,486.88	20,375,260.61
753 - WATER CAPITAL	5,220,276.54	\$ 199,023.16	\$ 13,334.36	5,405,965.34
GRAND TOTAL:	\$ 159,898,604.68	\$ 59,614,442.59	\$ 50,821,579.08	\$ 168,691,468.19

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
CONSENT AGENDA
MEETING DATE: DECEMBER 6TH, 2022**

DATE: NOVEMBER 30TH, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN, CITY ENGINEER
SUBJECT: JACKLIN HWY 41 PROJECT 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 project.

DISCUSSION: This Agreement reflects the construction phase of the Jacklin Hwy 41 Project. The Agreement sets forth the typical expectations of the Developer of the project, and sets forth the responsibilities of the Developer and the City of Post Falls.

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 FOR PUBLIC IMPROVEMENTS

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho, 83854 and **Jacklin Land Company LLLP** (hereinafter the "Developer"), enter into this Agreement effective the _____ day of _____ 20____, respecting the development of **Jacklin Hwy 41 Property** 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 dedication and construction of public improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with ordinances of the City of Post Falls

WHEREAS, the Developer is the Owner of the real property which is the subject of the 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 Agreement).

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 18, Zoning, of the Post Falls City Code requires certain 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, the City of Post Falls has adopted site development standards which require landowners to do work in the public rights of way in order to complete their site development work; and

WHEREAS, development of 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 Certificates of Occupancy shall be issued until all improvements as outlined in this agreement and necessary for public health and safety are constructed and substantially complete; and,

WHEREAS, the Owner is deemed to have satisfied the zoning requirements of the project when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or if allowed by the city thru 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 Developer seeks the City's agreement to enter in a Contract to construct and install the improvements listed in Attachment B in accordance with all terms, covenants and conditions of the 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.

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:

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, 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.

All work that is to be performed within the public rights-of-way or that is to be completed on items to be owned, operated or maintained by the City of Post Falls shall be done by a public works contractor licensed to perform said work on projects to comply with the City's ordinances; and

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 the work required to be completed by the Developer 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 that the City is a third party beneficiary. The Developer shall require the Engineer's duties to 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 the 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**

In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of 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 be paid at the time of execution of this Agreement and not be passed on to the city unless provided for otherwise within an appendix to this agreement.
- D. The Developer shall be responsible to pay either the sewer cap, water cap and hook-up fees or confirm that those fees have been paid by the previous property owner prior to connection to the City sewer or water system as part of the installation of the public improvements.

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 or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign 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 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. 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.A.2, 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.

2. Developer shall be liable to the City for any costs thus incurred. The City may deduct any cost 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 1.13A4.
3. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
4. 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 here in 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 owner’s association.
- C. “City” for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.

- D. "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.
- E. "Final Acceptance" by the City means that the City is satisfied that ***all*** improvements required by this Agreement and Title 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**

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.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 **RECORDING**

Developer shall be solely responsible for acquisitions of property, including the preparation and recordation of documents for any and all easements or rights-of-way necessary for the completion of improvements as outlined in this agreement.

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 2.03, 2.04 and 2.05. 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.

- 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 estimate, 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. 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 which accord with the requirements of ordinances of the City of Post Falls. Evidence of such surety shall be attached hereto and be labeled Attachment
- 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 issuing bank 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 letter of credit will not be renewed.
- 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 **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.

2.04 **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.

2.05 **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 the form approved by the City.

2.06 **PREREQUISITES OF 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 public works inspection fees have been paid as required by City ordinance or resolution. Appendix III to this Agreement is the Public Works Inspection Fee Summary.

2.07 **ENGINEER**

- A. The Developer shall retain an Engineer of Record, registered as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvement, 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 or 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.

2.08 **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.

2.09 **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.

2.10 **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 work schedule shall include a progress chart of a suitable scale, indicating 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.
- E. In case of an emergency affecting public health and safety, the City may provide to the Developer written notice to take immediate action to construct the improvements or correct deficiencies, setting a time frame in which those improvements must be completed. In the event that the Developer does not take action to construct those improvements within the time frame set by the City, the City may declare the Developer in default and without providing a time period to cure may complete the improvements and pursue reimbursement from the Developer or the security posted by the Developer.

2.11 **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 the City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.12 **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 Project not otherwise subject to this Agreement in accordance with applicable statutes, ordinances or specifications.

2.13 **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.

2.14 **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 coordinate 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.

2.15 **SURVEYOR**

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

2.16 **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 with the City's Engineering Project Certification and Quality Control provision.

2.17 **PROGRESS PAYMENTS**

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

2.18 **OBSERVANCE**

- A. The Engineer of record or their representative 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 2.16A.
- C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.16, 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.

2.19 **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 issued a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

2.20 **ACCESS**

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

2.21 **MAINTENANCE**

- A. Until the City accepts the improvements, the Developer shall maintain at his expense all public improvements associated with 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.

2.22 **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.

2.23 **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 registered 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 2.15F. 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 for work owned or maintained by the City or private utilities and no liens or other claims have been recorded, or that the Developer knows of no intent to file a claim or lien against 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. Documents for conveyance of any and all easements or rights-of-way shall be prepared in accordance with city policies. 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 from the date of final acceptance. 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 effect 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 Sections 2.03 through 2.05, 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 in Appendix V.
- 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.

3.12 **AUTHORITY**

The Developer accepts 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. It is understood that the person(s) who execute this Agreement on behalf of the Developer and Owner, and 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
Jacklin Land Company LLLP
Tag Jacklin, President
4752 W. Riverbend Ave
Post Falls, ID 83854
(208) 773-6745

CITY
City of Post Falls
Engineering Department
408 Spokane Street
Post Falls, ID 83854
(208) 773-8708

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

CITY OF POST FALLS

DEVELOPER

BY: _____

BY: _____

ATTEST:

WITNESS:

City Clerk

Print Name: _____

ATTACHMENT A:
ATTACHEMNT B:
ATTACHMENT C:
ATTACHMENT C-1:
ATTACHMENT D:

PROPERTY DESCRIPTION
DESCRIPTION OF IMPROVEMENTS
COST ESTIMATES
DETAILED COST ESTIMATES
EVIDENCE OF SURETY

APPENDIX I:
APPENDIX II:
APPENDIX III:
APPENDIX IV:
APPENDIX V:
APPENDIX VI:
APPENDIX VII:
APPENDIX VIII:
APPENDIX IX

CONSTRUCTION PLANS AND SPECIFICATIONS
CONSTRUCTION SCHEDULE
PUBLIC WORKS INSPECTION SUMMARY
ENGINEER OF RECORD DECLARATION
ENGINEER OF RECORD CERTIFICATION
CERTIFICATION OF PAYMENT OF CONTRACTORS & VENDORS
STREET LIGHT FEES (1 YEAR)
IRRIGATION SYSTEMS
STREET TREE CASH IN LIEU OF INSTALLATION

**DEVELOPER
ACKNOWLEDGMENT**

STATE OF _____)
) ss
County of _____)

On this ____ day of _____ 20____, before me, a Notary Public for the State of _____, personally appeared _____, the Developer of _____, known or identified to me to be the person(s), who executed the foregoing Commercial Construction Improvement Agreement and acknowledged to that they executed such Agreement.

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

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

CITY 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

Jacklin Hwy 41 Property

Developer to submit legal property description and reduced site plan.

ATTACHMENT "A"

Right of Way North of Abandoned Right of Way

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

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

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

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

thence South 00°57'53" West 50.00 feet;

thence North 89°06'42" West 714.98 feet;

thence along a tangent curve left with a radius of 20.00 feet, an arc length of 31.39 feet, a central angle of 89°55'27" and a long chord that bears South 45°55'35" West 28.27 feet;

thence South 00°57'51" West 71.90 feet;

thence along a tangent curve to the right with a radius of 540.00 feet, an arc length of 253.04 feet, a central angle of 26°50'55" and a long chord that bears South 14°23'19" West 250.73 feet;

thence along a reverse curve to the left with a radius of 460.00 feet, an arc length of 68.89 feet, a central angle of 08°34'52" and a long chord that bears South 23°31'21" West 68.83 feet to a point on the northerly line of the Abandoned UPRR Spur Line Right-of-Way;

thence along the northerly line of said Abandoned UPRR Spur Line Right-of-Way North 63°38'41" West 85.56 feet;

thence leaving the northerly line of said Abandoned UPRR Spur Line Right-of-Way along a non-tangent curve to the right with a radius of 545.00 feet, an arc length of 71.01 feet, a central angle of 07°27'56" and a long chord that bears North 24°04'49" East 70.96 feet;

thence along a reverse curve to the left with a radius of 455.00 feet, an arc length of 213.21 feet, a central angle of 26°50'55" and a long chord that bears North 14°23'19" East 211.27 feet;

thence North 00°57'51" East 166.90 feet;

thence South 72°37'35" East 28.65 feet to the **True Point of Beginning**;
said parcel containing 1.738 acres of land, more or less.

AND

Right of Way South of Abandoned Right of Way

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

Commencing at the South Quarter Corner of said Section 19 being a 2.5 inch zinc cap marked per CP&F Instrument Number 2550208000, Records of Kootenai County, from which the Southeast Section corner bears South 89°18'14" East 2648.35 feet; thence along the East line of the Southwest Quarter of said Section 19, North 00°57'58" East 55.00 feet to the North Right-of-Way of Prairie Avenue; thence along the North Right-of-Way of said Prairie Avenue, North 88°29'43" West 12.78 feet being the **True Point of Beginning**;

thence along said North Right-of-Way, North 88°29'43" West 87.84 feet;

thence leaving the northerly line of said Right-of-Way along a non-tangent curve to the right with a radius of 642.50 feet, an arc length of 127.56 feet, a central angle of 11°22'32" and a long chord that bears North 06°27'19" West 127.35 feet;

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

thence along a tangent curve to the right with a radius of 545.00 feet, an arc length of 98.69 feet, a central angle of 10°22'31" and a long chord that bears North 04°25'13" East 98.56 feet to a point on the southerly line of the Abandoned UPRR Spur Line Right-of-Way;

thence along the southerly line of said Abandoned Right-of-Way South 63°38'41" East 89.52 feet;

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

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

thence along a tangent curve to the left with a radius of 557.50 feet, an arc length of 126.35 feet, a central angle of 12°59'08" and a long chord that bears South 07°15'37" East 126.08 feet;

thence South 13°45'11" East 5.06 feet to a point on the Northerly Right-of-Way of said Prairie Avenue being the **True Point of Beginning**;

said parcel containing 1.563 acres of land, more or less.

RECORD OF SURVEY

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

COUNTY RECORDER

FILED FOR RECORDED AT THE REQUEST OF: XXXXXXXX

DATE: _____ O'CLOCK _____ M.
 TIME: _____ AT PAGE _____
 BOOK: _____
 INSTRUMENT NO. _____

KOOTENAI COUNTY RECORDER: _____

DEPUTY _____

FEE: _____

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS THE IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103-US SURVEY FEET). BEARINGS SHOWN ARE GRID BEARINGS AND DISTANCES SHOWN ARE GROUND DISTANCES. A CONVERGENCE ANGLE OF -00°50'19" AND A COMBINED AVERAGE FACTOR OF 0.99991171 WAS CALCULATED AT THE CENTER QUARTER CORNER OF SECTION 19. USING REFERENCE FRAME: ITRF2014 (EPOCH:2022.3444) USING THE FOLLOWING BASE STATIONS: DL686 LWST LEWISTON CORS ARP, DL7108 PO20 DRYLNDRSH_WA2004 CORS ARP, AND DL7272 P025 BNDRY_AIR_ID2007 CORS ARP.

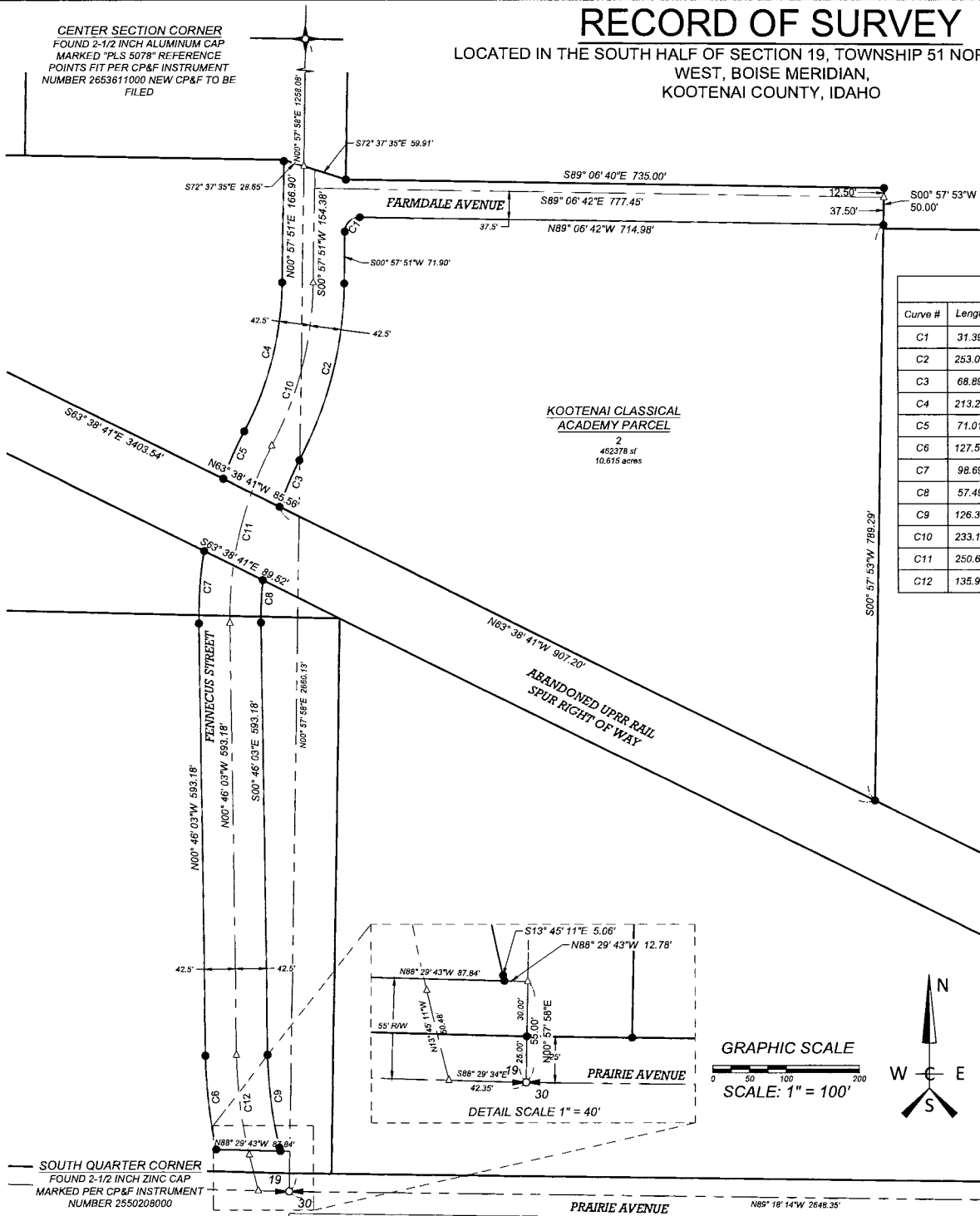
REFERENCES

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

LEGEND

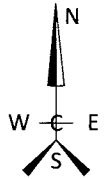
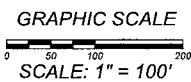
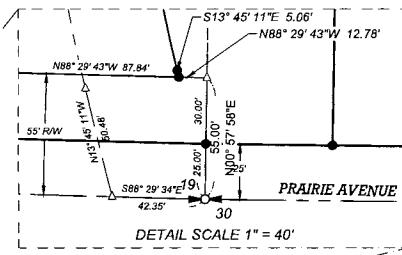
- SET 5/8" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS 20549"
- ⊙ SET 5/8" x 24" REBAR WITH "x" ALUMINUM CAP MARKED "PLS XXXX"
- SET 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS XXXX"
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "PLS XXXX"
- ⊙ FOUND "x" ALUMINUM CAP MARKED "PLS XXXX"
- △ CALCULATED POINT, NOTHING FOUND OR SET
- ADJUSTED BOUNDARY LINE
- ORIGINAL LOT LINE
- ADJACENT LOT LINE
- SECTION LINE

CENTER SECTION CORNER
 FOUND 2-1/2 INCH ALUMINUM CAP
 MARKED "PLS 5078" REFERENCE
 POINTS FIT PER CP&F INSTRUMENT
 NUMBER 2653611000 NEW CP&F TO BE
 FILED

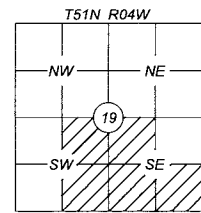


Curve Table					
Curve #	Length	Radius	Delta	Bearing	Chord
C1	31.39'	20.00'	89°55'27"	S45°55'35"W	28.27'
C2	253.04'	540.00'	26°50'55"	S14°23'19"W	250.73'
C3	68.89'	460.00'	8°34'52"	S23°31'21"W	68.83'
C4	213.21'	455.00'	26°50'55"	N14°23'19"E	211.27'
C5	71.01'	545.00'	7°27'56"	N24°04'49"E	70.96'
C6	127.56'	642.50'	11°22'32"	N06°27'19"W	127.35'
C7	98.69'	545.00'	10°22'31"	N04°25'13"E	98.56'
C8	57.49'	460.00'	7°09'38"	S02°48'47"W	57.45'
C9	126.35'	557.50'	12°59'08"	S07°15'37"E	126.08'
C10	233.13'	497.50'	26°50'55"	N14°23'19"E	231.00'
C11	250.66'	502.50'	28°34'49"	S13°31'22"W	248.07'
C12	135.98'	600.00'	12°59'08"	S07°15'37"E	135.69'

KOOTENAI CLASSICAL
 ACADEMY PARCEL
 2
 452378 sf
 10.615 acres



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



CIVIL	IWCE WHIPPLE CONSULTING ENGINEERS 21 S. PINES ROAD SPOKANE VALLEY, WA 99206 PH: 509-893-2617 FAX: 509-926-0227		
STRUCTURAL			
SURVEYING			
TRAFFIC			
PLANNING			
LANDSCAPE			
OTHER			
PROJ #:	22-3222	SHEET	1 OF 1
DATE:	08/09/2022	PREPARED BY:	RDK
REVIEWED BY:	WAL	JOB NUMBER	22-3222



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

ACI Northwest Inc.

FOR

Jacklin Hwy 41 Property

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

ATTACHMENT "C"
COST ESTIMATES FOR
Jacklin Hwy 41 Property

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: **\$ 1,206,677.23**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 951,784.55**
3. Other improvements for which bonding are required: **\$ _____ 0**
4. Street trees within public right-of-way: **\$ _____ 0**
5. Total cost of improvements: **\$ 2,158,461.78**
6. Warranty amount: **\$ 107,923.09**

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Jacklin Hwy 41 Property

Developer to submit detailed cost estimates. The cost estimate, unit quantities, and costs are provided for budgetary purposes. The Developer is required to construct the project in accordance with the approved construction drawings, regardless of variations in the cost estimate quantities and plan quantities.

PROJECT	Jacklin Hwy 41
	FENNECUS AND FARMDALE

Includes public roads, private roads, on-water, off-site water, sewer, drainage and eng. estimate.

ITEM NO	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
	GENERAL ITEMS				
1	MOBILIZATION	L.S.	1	\$52,038.15	\$52,038.15
	SUBTOTAL				\$52,038.15
	ON SITE SEWER				
11	SEWER PIPE, 8-INCH PVC	LF	1150	\$41.98	\$48,277.00
12	SEWER PIPE, 10-INCH PVC	LF	1300	\$51.13	\$66,469.00
13	SEWER PIPE, 15-INCH PVC	LF	1750	\$92.82	\$162,435.00
14	CONNECT TO EXISTING	EA	1	\$2,280.00	\$2,280.00
15	MANHOLE, TYPE I-48	EA	14	\$7,935.77	\$111,100.78
	ON SITE SEWER SUBTOTAL				\$390,561.78
	ONSITE/OFFSITE WATER				
21	WATER MAIN INCL. MISC. FITTINGS, 8" PVC	L.F.	0	\$28.00	\$0.00
22	WATER MAIN INCL. MISC. FITTINGS, 12" PVC	L.F.	9015	\$96.39	\$868,957.29
23	CONNECT TO EXISTING	EA	3	\$641.67	\$1,925.01
24	FIRE HYDRANTS	EA	13	\$6,223.25	\$80,902.25
	SUBTOTAL				\$951,784.55
	ONSITE STREETS				
301	ROAD PATCHING	CY	259	\$123.46	\$31,975.00
302	SUBGRADE	EA	1	\$93,770.00	\$93,770.00
303	CEMENT CONCRETE SIDEWALK (4")	LF	13241	\$5.50	\$72,825.50
304	CEMENT CONCRETE SIDEWALK (6")	SY	390	\$8.30	\$3,237.00
305	SWALES AND LANDSCAPING	EA	1	\$39,080.00	\$39,080.00
306	PED RAMPS	EA	6	\$2,050.00	\$12,300.00
307	CEMENT CONCRETE CURB	EA	3950	\$17.00	\$67,150.00
308	SIGNS & STRIPING	EA	1	\$50,480.00	\$50,480.00
309	2/4" PAVING TURN AROUND	SY	880	\$25.00	\$22,000.00
310	2/6" PAVING	SY	849	\$23.50	\$19,951.50
311	3/6" PAVING	SY	9979	\$24.50	\$244,485.50
312	2/4" PATHWAY PAVING	SY	1322	\$27.90	\$36,883.80
313	6" DRIVEWAY APPROACH	SY	2434	\$8.50	\$20,689.00
314	SCUPPERS	SY	40	\$210.00	\$8,400.00
315	SINGLE DEPTH DRYWELLS	EA	6	\$2,600.00	\$15,600.00
316	TRAFFIC CONTROL	EA	1	\$10,950.00	\$10,950.00
317	STREET LIGHTS	EA	13	\$1,100.00	\$14,300.00
	ONSITE STREETS SUBTOTAL				\$764,077.30
	CONSTRUCTION SUBTOTAL				\$2,158,461.78

**ATTACHMENT "D"
EVIDENCE OF SURETY
FOR**

Jacklin Hwy 41 Property

The Developer will be performing the majority of required improvements prior to Certificate of Occupancy. A surety company will post a performance guaranty acceptable to the City for the improvements per Section 2.02.

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

Jacklin Land Company LLLP

FOR

Jacklin Hwy 41 Property

CONSTRUCTION DRAWINGS

Plans Titled: **Jacklin Hwy 41 Property**

Dated: **11/14/22**

By: **Ray Kimball**

Sheets 1 through **23** .

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

Jacklin Land Company LLLP

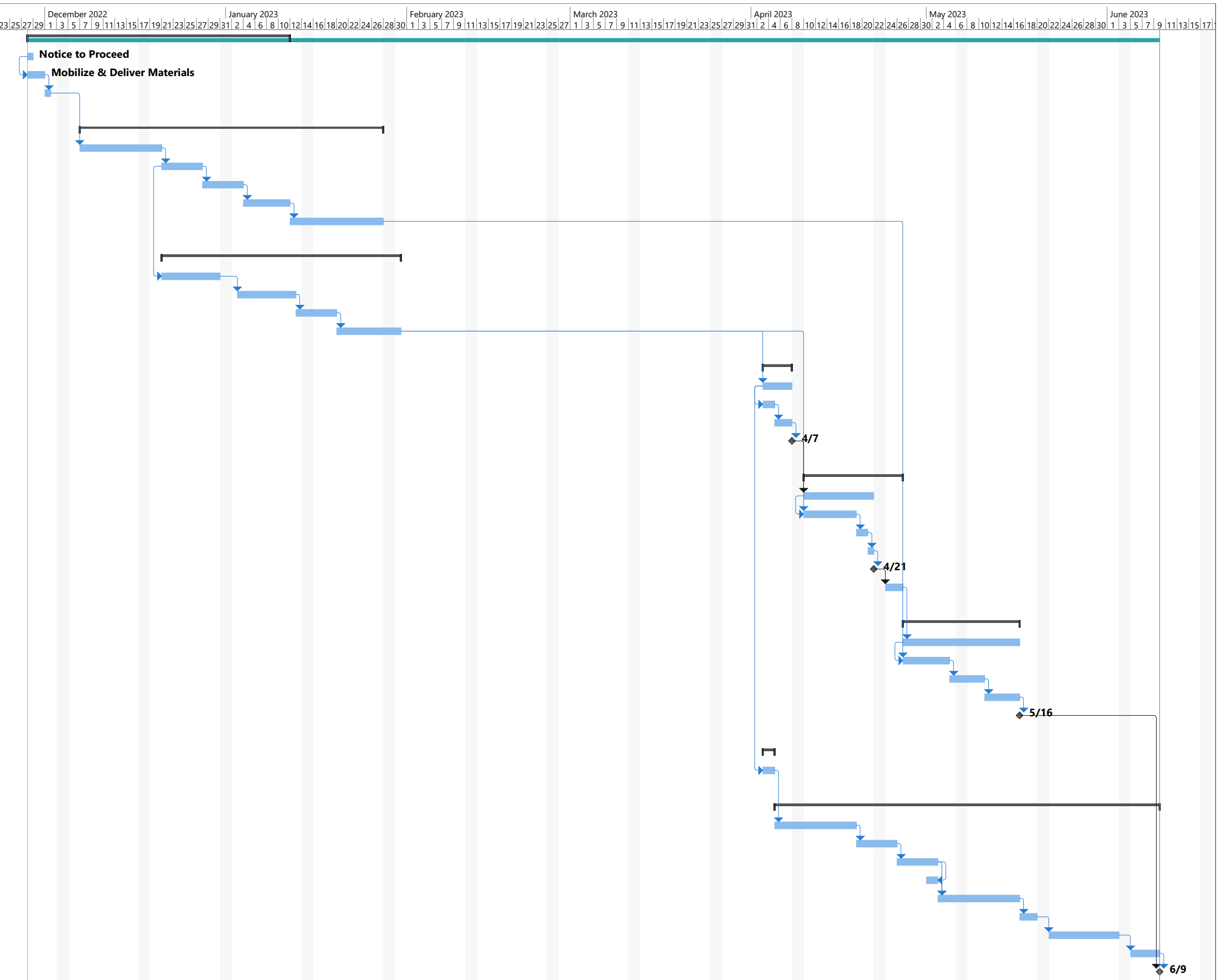
FOR

Jacklin Hwy 41 Property

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ID	Task Name	Duration	Start	Finish
1	Jacklin Highway 41 Property	33 days	Mon 11/28/22	Wed 1/11/23
2	Notice to Proceed	1 day	Mon 11/28/22	Mon 11/28/22
3	Mobilize & Deliver Materials	3 days	Mon 11/28/22	Wed 11/30/22
4	Construction Precon Meeting	1 day	Thu 12/1/22	Thu 12/1/22
5				
6	PVC Sanitary Sewer	38 days	Wed 12/7/22	Fri 1/27/23
7	15" PVC Sewer MH#2 - MH#14 - Fennecus	10 days	Wed 12/7/22	Tue 12/20/22
8	8" PVC Sewer MH#9 - MH#12 - Fennecus	5 days	Wed 12/21/22	Tue 12/27/22
9	8" PVC Sewer MH#9 - Cap - Fennecus	5 days	Wed 12/28/22	Tue 1/3/23
10	8" PVC Sewer MH#9 - MH #11 - Farmdale	6 days	Wed 1/4/23	Wed 1/11/23
11	10" PVC Sewer MH#9 - MH#5 - Farmdale W	12 days	Thu 1/12/23	Fri 1/27/23
12				
13	12" Waterline	29 days	Wed 12/21/22	Mon 1/30/23
14	12" Water 23+35.29 - ~35+00 Prairie	8 days	Wed 12/21/22	Fri 12/30/22
15	12" Water 23+73.51 - ~38+00 Fennecus	8 days	Tue 1/3/23	Thu 1/12/23
16	12" Water 23+25 - 31+00 Farmdale	5 days	Fri 1/13/23	Thu 1/19/23
17	12" Water ~36+25 - 56+50 School to Prairie	7 days	Fri 1/20/23	Mon 1/30/23
18				
19	12" Water Crossing Prairie East Crossing	5 days	Mon 4/3/23	Fri 4/7/23
20	Close Prairie - Meyer to Hwy 41	5 days	Mon 4/3/23	Fri 4/7/23
21	12" Water	2 days	Mon 4/3/23	Tue 4/4/23
22	Prep & Patch Back Asphalt	3 days	Wed 4/5/23	Fri 4/7/23
23	Re-Open Prairie - Meyer to Hwy 41	0 days	Fri 4/7/23	Fri 4/7/23
24				
25	12" Waterline - Prairie to Meyer POC	13 days	Mon 4/10/23	Wed 4/26/23
26	Close Meyer - Prairie to Nighthawk	10 days	Mon 4/10/23	Fri 4/21/23
27	12" Water	7 days	Mon 4/10/23	Tue 4/18/23
28	Connect 12" Water to Existing	2 days	Wed 4/19/23	Thu 4/20/23
29	Set-up Shoulder Closure @ POC	1 day	Fri 4/21/23	Fri 4/21/23
30	Re-Open Meyer - Prairie to Nighthawk	0 days	Fri 4/21/23	Fri 4/21/23
31	Prep & Patchback Asphalt	3 days	Mon 4/24/23	Wed 4/26/23
32				
33	Utility Crossing Prairie @ Fennecus	14 days	Thu 4/27/23	Tue 5/16/23
34	Close Prairie - Meyer to Hwy 41	14 days	Thu 4/27/23	Tue 5/16/23
35	15" PVC Sewer	6 days	Thu 4/27/23	Thu 5/4/23
36	12" Water	4 days	Fri 5/5/23	Wed 5/10/23
37	Prep & Patch Back Asphalt	4 days	Thu 5/11/23	Tue 5/16/23
38	Re-Open Prairie - Meyer to Hwy 41	0 days	Tue 5/16/23	Tue 5/16/23
39				
40	Storm Sewer Utilities	2 days	Mon 4/3/23	Tue 4/4/23
41	Install Single Depth Drywells	2 days	Mon 4/3/23	Tue 4/4/23
42				
43	Earthwork & Grading	48 days	Wed 4/5/23	Fri 6/9/23
44	Prep & Place Concrete Curb	10 days	Wed 4/5/23	Tue 4/18/23
45	Subgrade Roadway	5 days	Wed 4/19/23	Tue 4/25/23
46	Rock & Pave Fennecus & Farmdale	5 days	Wed 4/26/23	Tue 5/2/23
47	Rock & Pave Asphalt Turnaround	2 days	Mon 5/1/23	Tue 5/2/23
48	Prep & Place Sidewalks & Ped Ramps	10 days	Wed 5/3/23	Tue 5/16/23
49	Prep & Place Concrete Drive Approach(s)	3 days	Wed 5/17/23	Fri 5/19/23
50	Finish Roadside Swales	10 days	Mon 5/22/23	Fri 6/2/23
51	Punch Walk & Corrections	5 days	Mon 6/5/23	Fri 6/9/23
52	Final Completion	0 days	Fri 6/9/23	Fri 6/9/23



Project: 22030 Jacklin CPM_Init Date: Thu 11/17/22	Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
	Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
	Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

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

Jacklin Land Company LLLP

FOR

Jacklin Hwy 41 Property

ENGINEERING SERVICES FEE SUMMARY

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

Permit/Inspection		Fees	Unit	Base Rate	Quantity	Cost
Utility ROW		\$ 100.00	LS	\$ -		\$ -
Commercial ROW		\$ 350.00	LS	\$ -	1	\$ 350.00
Residential ROW		\$ 150.00	LS	\$ -		\$ -
Utility Trench	1-200'	\$ 250.00	LS	\$ -		\$ -
	201-400'	\$ 350.00	LS	\$ -		\$ -
	401-600'	\$ 400.00	LS	\$ -		\$ -
	601-800'	\$ 450.00	LS	\$ -		\$ -
	Over 800	\$ 0.85	per ft	\$ -	4200	\$ 3,570.00
C&G		\$ 0.60	per ft	\$ 150.00	3950	\$ 2,520.00
Sidewalk & Approaches		\$ 0.60	per ft	\$ 150.00	3916	\$ 2,499.60
Swales		\$ 0.20	per ft^2	\$ 150.00	39160	\$ 7,982.00
Drywells		\$ 60.00	Each	\$ -	6	\$ 360.00
Pavement		\$ 0.50	per yd ^2	\$ 150.00	11708	\$ 6,004.00
Water Pressure Test		\$ 120.00	per Test	\$ -		\$ -
Sewer Pressure Test		\$ 120.00	per Test	\$ -	14	\$ 1,680.00
Street Tree Inspection		\$ 40.00	per Tree	\$ -		\$ -
Total						\$ 24,965.60

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

Jacklin Land Company LLLP

FOR

Jacklin Hwy 41 Property

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

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

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

Jacklin Land Company LLLP

FOR

Jacklin Hwy 41 Property

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

Jacklin Land Company LLLP

FOR

Jacklin Hwy 41 Property

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of _____)
 ss
County of _____)

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 _____ Subdivision, 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 _____
Residing at: _____
Commission Expires: _____

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

Jacklin Land Company LLLP

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**

Street light type: **Cobra Head**

(**13**) lights X 12 months X \$ **13.18** per month = \$ **2,056.08**

Street light type: _____

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

TOTAL = \$ **2,056.08**

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

Jacklin Land Company LLLP

FOR

IRRIGATION SYSTEMS

Irrigation Meter Size & Service Line Size:

Irrigation Meter Size	\$ <u> </u> N/A
Capitalization Fee Based Upon Service Line Size	\$ <u> </u> N/A
Total Irrigation Connection Fee	\$ <u> </u> N/A

The Developer will be responsible for establishing an irrigation account with the City (\$10.00 fee), purchasing a meter, and paying all water capitalization fees associated with the project.

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

Jacklin Land Company LLLP

FOR

CASH IN LIEU OF PLANTING STREET TREES

N/A The Developer agrees to plant street trees approved in the Landscaping Plan and will not utilize the Cash In Lieu of Planting 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
Public Hearings
MEETING DATE: 12/06/2022 08:00:00

DATE: 11/30/2022 22:37:46
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner
SUBJECT: FY 2023 Fee Resolution Update

ITEM AND RECOMMENDED ACTION:

A few items on the current fee resolution need Council approval prior to charging the fees.

Approve, as presented, and instruct staff to return to a future Council meeting with the Fee Resolution for action.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

RESOLUTION NO. _____

RESOLUTION ADOPTING CITY OF POST FALLS' FEE SCHEDULE

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

WHEREAS, periodic revisions to fees may be necessary; and

WHEREAS, the City has fees already established; and

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

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

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

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

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

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

The revised fee schedule shall be effective beginning December 7th, 2022, unless another date is otherwise indicated in the resolution, and shall remain in force until revised by subsequent Resolution of the Post Falls City Council.

DATED this _____ day of _____, 2022.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

ATTACHMENT 1 - UTILITY FEES

WATER:

Capitalization Fees:

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

Use Fees:

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

A. BASE FEE FOR ALL USERS:

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

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

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

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

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

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

RECLAIMED WATER:

Capitalization Fees:

Basic Capitalization Fee

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

User Fees:

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

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

SOLID WASTE:

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

FL = Front Load
 RL = Rear Load

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

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

Roll Off Boxes:

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

Special Hauls:

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

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

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

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

Bin Placement or Removal:

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

Daily Rent:

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

Other Service Rates:

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

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

MINIMUM MONTHLY UTILITY CHARGE:

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

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

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

MISCELLANEOUS UTILITY FEES:

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

ATTACHMENT 2 - RECREATION FEES

Recreation Activities Fees:

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

	<u>Resident</u>		<u>Non-Resident</u>	
Youth Competitive Basketball	\$ 478.00	Team	\$ 495.00	Team, extra player \$36.00
Youth Rec. League Basketball	\$ 41.00	45.00	\$ 49.00	53.00
Men's Basketball League	\$ 427.00	Team	\$ 459.00	Team, extra player \$26.00
Pre K - Kind. Instructional Basketball	\$ 41.00	45.00	\$ 49.00	53.00
Youth T-Ball	\$ 41.00	45.00	\$ 49.00	53.00
Youth Soccer	\$ 41.00	45.00	\$ 49.00	53.00
Youth Flag Football	\$ 41.00	45.00	\$ 49.00	53.00
Smart Start Flag Football	\$ 49.00	55.00	\$ 53.00	59.00
Adult Flag Football	\$ 551.00	Team	\$ 592.00	Team, extra player \$30.00
Adult Volleyball Leagues	\$ 220.00	Team	\$ 240.00	Team, extra player \$30.00
Adult Co-ed 4 Volleyball	\$ 220.00	Team	\$ 240.00	Team
Youth Dance (3 - 9 yrs.) - 9 wks.	\$ 98.00		\$ 98.00	
Gymnastics (2 - 3 yrs.) - 5 wks.	\$ 48.00		\$ 48.00	
Gymnastics (4 - 6 yrs.) - 5 wks.	\$ 50.00		\$ 50.00	
Martial Arts Classes - 4 wks.	\$ 39.00	(1/2 hour)	\$ 50.00	(1 hr.)
Youth Triathlon Camp - wk.	\$ 117.00		\$ 117.00	
Youth Golf Camp - wk.	\$ 115.00	\$ 120.00	\$ 115.00	\$ 135.00
Youth Basketball Camp - wk.			\$ 87.00	Half Day
Youth Volleyball Camp - wk.	\$ 119.00		\$ 119.00	
Mini Hawk Camp	\$ 99.00		\$ 99.00	
Flag Football Camp	\$ 145.00		\$ 145.00	
Youth Soccer Camp - wk.	\$ 145.00		\$ 145.00	
Triathlon - Adult	\$ 85.00	\$ 80.00 Individual	\$ 160.00	\$ 165.00
Aerobic Cheerleading - 10 wks.	\$ 119.00		\$ 119.00	
Aerobics	\$ 22.00	x 1 wk.	\$ 22.00	x 1 wk.
	\$ 26.00	x 2 wk.	\$ 26.00	x 2 wk.
	\$ 30.00	x 3 wk.	\$ 30.00	
Basketball, Open Gym	\$ 5.00		\$ 5.00	
Cross Country Skiing	\$ 36.00	own gear	\$ 36.00	own gear
	\$ 52.00	rent gear	\$ 52.00	
Guitar, Intro. - 4 wks.	\$ 50.00		\$ 50.00	
Gym, Parent Tot - 4 wks.	\$ 30.00		\$ 35.00	
Landscaping Class/Gardening	\$ 22.00		\$ 22.00	
Running shoes & Microbrews - 5K	\$ 40.00	over 21	\$ 50.00	
Rock Climbing: outdoor	\$ 150.00	Plus Equip	\$ 150.00	Plus Equip

ATTACHMENT 2 - RECREATION FEES (Continued)

Rock Climbing: indoor	\$	31.00		\$	31.00
Tennis, Individual	\$	50.00	(1.5 hr.)	\$	60.00 (1.5 hr.)
Piano	\$	48.00		\$	48.00
Art in the Park	\$	34.00		\$	34.00
Summer Dance Camp	\$	50.00	\$ 60.00	\$	50.00 \$ 60.00
Volleyball, Open Gym	\$	5.00		\$	5.00
Youth Volleyball - Open Gym	\$	5.00		\$	5.00
Yoga Class - 4 wks.	\$	39.00		\$	39.00
Youth Baseball	\$	41.00	\$ 45.00	\$	49.00 \$ 53.00
Youth Baseball - Smart Hitters	\$	49.00	\$ 49.00	\$	53.00 \$ 59.00
Youth Basketball	\$	41.00	\$ 45.00	\$	49.00 \$ 53.00
Youth Sponsorship	\$	225.00	\$ 275.00	\$	225.00 \$ 275.00
Youth Volleyball	\$	41.00	\$ 45.00	\$	49.00 \$ 53.00
Day Camp (K - 8th Grade) - wk.	\$	200.00	\$ 225.00	\$	200.00 \$ 225.00
Pee Wee Camp - wk.	\$	135.00	\$ 165.00	\$	155.00 \$ 185.00
Wilderness Camp - wk.	\$	300.00	\$ 325.00	\$	300.00 \$ 325.00
JACC Arts Camp - wk.	\$	225.00	\$ 250.00	\$	225.00 \$ 250.00
Winter Day Kamp	\$	200.00	\$ 225.00	\$	200.00 \$ 225.00
Spring Day Kamp	\$	200.00	\$ 225.00	\$	200.00 \$ 225.00
Camp Extended Care - wk.	\$	80.00	\$ 100.00	\$	80.00 \$ 110.00
Camp Counselor In Training - wk.	\$	50.00	\$ 75.00	\$	50.00 \$ 75.00
Camp No School Days - day.	\$	40.00	\$ 55.00	\$	40.00 \$ 55.00
Golf Lessons - 5 wks.	\$	95.00	\$ 105.00	\$	95.00 \$ 105.00
Intro. To Bowling - 4 wks.	\$	39.00		\$	39.00
Photography Classes	\$	30.00		\$	30.00
Snowshoe Classes	\$	36.00		\$	36.00
Spokane Chiefs Tickets	\$	20.00	\$ 25.00	\$	25.00 \$ 30.00
White Water Rafting Trips					
Spokane River	\$	52.00	cost + 50%	\$	52.00 cost + 50%
Clark Fork River	\$	73.00	cost + 50%	\$	73.00 cost + 50%
Spokane or Clark Fork-Wine Taste	\$	73.00	cost + 50%	\$	73.00 cost + 50%
Ice Skating Lessons - 8 wks.	\$	100.00		\$	100.00
Hockey Lessons - 5 wks.	\$	70.00		\$	70.00
Preschool Workshops	\$	10.00	\$ 20.00	\$	10.00 \$ 20.00
Preschool - Discovery Art (4 wks.)	\$	40.00		\$	40.00
Youth Volleyball - Competitive	\$188/\$214	\$	168.00 Team	\$	194.00 Team, extra player \$29.00
Archery	\$	65.00	(6-12 yr. olds)	\$	65.00 (13-18 yr. olds)
Pickleball Lessons	\$	50.00		\$	50.00
River City Basketball Tournament	\$ 300.00	\$	275.00 Team	\$	275.00 \$ 300.00
Murder Mystery Party	\$70/\$70	\$	59.00 per person	\$	59.00 per person
Dodgeball Tournament	\$110/\$110	\$	98.00 Team	\$	98.00 Team
Volleyball Tournament	\$110/\$110	\$	98.00	\$	98.00
Daddy Daughter Program		\$	40.00	\$	40.00

ATTACHMENT 2 - RECREATION FEES (Continued)

Snow Tubing Trip				
Adult	\$	45.00	\$	50.00
Youth	\$	37.00	\$	37.00
Camping 101	\$	55.00	\$	55.00
E-Sports Tournaments	\$	25.00	\$	25.00
Volleyball and Football Clinics	\$	45.00	\$ 55.00	\$ 55.00
Theater Arts	\$	65.00	\$	65.00
Arts Enrichment	\$	40.00	\$	40.00
Pickleball Tournament	\$	30.00	\$ 50.00	\$ 50.00
Ladies Day Out	\$	50.00	\$ 60.00	\$ 60.00
Comics Design	\$	25.00	\$	25.00
Gaming Introduction	\$	12.00	\$	12.00
Strider Camp	\$	115.00	\$ 125.00	\$ 125.00
Kickball Tournament	\$	125.00	\$	125.00
Preschool Holiday Art	\$	20.00	\$	20.00
Sponsorships		Negotiated		Negotiated

Festival Fees:

10 X 10 Food Booth	\$270.00	\$ 335.00
10x15 Food Booth	\$400.00	\$ 460.00
10x20 Food Booth	\$540.00	\$ 620.00
10 X 10 Craft Booth	\$150.00	\$ 175.00
10x20 Craft Booth	\$300.00	\$ 345.00
10x10 Prepackaged Food Booth	\$240.00	\$ 280.00
Electricity Fees	\$65/\$225	\$45.00 per plug / 220 volt outlet @ \$180
Camping Fees		\$150.00
One Day Craft Booth	\$ 75.00	\$50.00
Odd sized and special activities based upon negotiated activities.		
Event Sponsorship		Negotiated
Bridal Fair Booth	\$ 75.00	\$50.00
Post Falls Festival/Craft Booth	\$ 75.00	\$50.00

Centennial Trail User Fee:

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

Contracted Programs:

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

ATTACHMENT 2 - RECREATION FEES (Continued)

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

New Programs:

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

Tournaments

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

Miscellaneous Recreation Fees:

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

ATTACHMENT 3 - PARK FEES

Picnic Shelter Fees:

Grand Pavilion & Tullamore Amphitheater:

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

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

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

Gazebo/Corbin Park/Falls Park/Syringa

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

General Picnic Shelters:

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

Trailhead Shelter

ATTACHMENT 3 - PARKS FEES (Continued)

	Weekend/ Holiday		
	Weekday *	**	
	(Mon-Thur)	Fri/Sat/Sun)	
Regular:	\$75.00/hr.	\$100.00/hr.	\$ 100.00 \$ 195.00
Holiday:	\$115.00/hr.	\$150.00/hr.	\$ 275.00 \$ 295.00

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

ATTACHMENT 3 - PARKS FEES (Continued)

Daily Fees:

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

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

Season Pass **

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

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

Ball/Sports Field Usage Fees:

Use/Reservation of field	\$10.00/hr.	\$ 15.00
Pre-game prep of baseball fields	\$35.00/time	\$40.00/game prep
Pre-game prep of soccer & football fields	\$35.00/time	\$75.00/game prep
Additional material (ex: drying agent)	Charged at cost	

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

Miscellaneous Items:

Gym Rental	\$20.00/hr.	
Community Garden		
4 X 8 Plot	\$ 20.00	\$ 30.00
20 X 20 Plot	\$ 40.00	\$ 80.00
Deposit	\$ 25.00	\$ 40.00

ATTACHMENT 4 - CEMETERY FEES

Burial Lots

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

Blocks 101, 103, 106, 107 & 108

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

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

Niches Blocks 100 -155

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

Opening and Closing - Lots

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

Opening and Closing - Niche

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

Additional to above pricing:

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

Miscellaneous

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

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES

ANNEXATION (Standard)

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

BUILDING

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

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

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

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

MECHANICAL PERMIT FEES

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

RESIDENTIAL/COMMERCIAL/INDUSTRIAL

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

MAPS

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

MAILING AND PUBLICATIONS

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

MISCELLANEOUS

Table A-33-A - Grading Plan Review Fees

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

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

Table A-33-B - Grading Permit Fees¹

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

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

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

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

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

SUBDIVISION

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

ZONING (Standard & Smart Code)

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

SPECIAL EVENTS

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

Residential

Up to 1,500 sq. ft.	\$130.00
1,501 to 2,500 sq. ft.	\$195.00
2,501 to 3,500 sq. ft.	\$260.00
3,501 to 4,500 sq. ft.	\$325.00
Over 4,500 sq.ft.	\$325 plus \$65 for each additional 1,000 sq. ft. or portion thereof.

New Multi-Family Dwelling (contractors only):

Duplex	\$260.00
Three or more multi-family unites	\$130 per building plus \$65 per unit.

Existing Residence/Modular, Manufactured or Mobile Homes/Detached Shop/Garage

\$65 fee (one circuit included) plus \$10 per additional branch circuit, up to the maximum of the corresponding square feet of the building.

Spas and Hot Tubs

\$65.00 for each inspection.

Swimming Pools

\$130.00 (covers two (2) mandatory inspections with the exception of lighting.)

Miscellaneous

Signs	\$65 per sign.
Outline Lighting	\$65 per occupancy.
Other	\$65 per hour.
Requested Inspection	\$65 per hour.
Power has been off for over 1 year.	\$65 per hour.
Plan Check (2 hour minimum)	\$65 per hour.
Temporary Service	\$65 for 200 amps or less; over 200 amps - see Commercial.
Reinspection Fee	\$100.00
Work without permit	Failure to obtain permit prior to commencing work (fee equal to permit).

Commercial/Industrial

Total Cost of Electrical System (contracted amount)

Up to \$10,000:	(Total cost of system * 0.02) + \$60
\$10,001 to \$100,000.:	((Total cost of system - 10,000) * 0.01) + \$260
\$100,001 and over:	((Total cost of system - 100,000) * 0.005) + \$1,160

Plan Review Fee

(NEC, Building & Energy Code Compliance) 55% of Electrical Permit Fee.

PLUMBING

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

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

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

IMPACT FEES

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

ATTACHMENT 6 - PUBLIC SAFETY FEES

All Violations of Title 6 - Animal Control Violations

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

Animal Control Impound Fees

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

Animal Control Licenses

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

Police Department Fees and Fines

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

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

Use of Police Department Community Room

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

False Alarms Fees

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

Title 5 Fees

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

ATTACHMENT 7 - ADMINISTRATIVE FEES

Business Licenses & Regulations

Alcoholic Beverage Licenses

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

Media Department

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

City Hall Area Use Fee

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

Deposit

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

Miscellaneous

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

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

ATTACHMENT 9 - RECORDS & COPY FEES

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

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

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

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

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

ATTACHMENT 9 - RECORDS AND COPY FEES (Continued)

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

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 12/06/2022

DATE: 11/30/2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Hydrilla Estates Zoning Ordinance File No. ZC-22-2

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

The applicant, Wild Horse Investments, LLC, requested to rezone approximately 5.37-acres from Single Family Residential Suburban (R1S) to Single-Family Residential (R1) zoning. The property is generally located at the northeast corner of the intersection of W. Fisher Ave. and N. Howell Rd. On June 29, 2022 a public hearing was held before the Planning and Zoning Commission. After hearing the staff report and public testimony the Commission moved to recommend approval of the requested zone change. City Council approved the requested zone change after their deliberations on September 6, 2022.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

yes

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ORDINANCE NO. _____

**ZONE DESIGNATION CHANGE APPROXIMATELY 5.37 ACRES
LOCATED ON THE NORTHEAST CORNER OF N HOWELL RD AND W
FISHER AVE.
(File No. ZC-22-2)**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR A CHANGE IN ZONING CLASSIFICATION FOR THE LAND DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM SINGLE-FAMILY RESIDENTIAL SUBURBAN (R1S) TO SINGLE-FAMILY RESIDENTIAL (R1). PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT THE CHANGE; PROVIDING THAT ALL PRIOR ZONES APPLICABLE TO LANDS DESCRIBED IN SECTION 1 ARE HEREBY SUPERSEDED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Post Falls has carried out the procedures required by law to consider the rezoning request addressed by this Ordinance and has adopted a Reasoned Decision concerning this matter.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Post Falls, Idaho, as follows:

Section 1: That the zoning classification for 5.37 acres described below in this section and generally located on the northeast corner of N. Howell Rd. and W. Fisher Ave. within the corporate limits of the City of Post Falls, County of Kootenai, State of Idaho, be changed from the current designation of Single-Family Residential Suburban (R1S) to Single-Family Residential (R1):

THAT PORTION OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACT 77, GREENACRES IRRIGATION DISTRICT PLAT NO. 4, ACCORDING TO THE PLAT RECORDED IN BOOK "B" OF PLATS AT PAGE 55, RECORDS OF KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LYMAN ESTATES, ACCORDING TO THE PLAT RECORDED IN BOOK "G" OF PLATS, PAGE 216; THENCE

ALONG THE SOUTH LINE OF LYMAN ESTATES, SOUTH 89°58'49" WEST A DISTANCE OF 280.96 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE OF LYMAN ESTATES, SOUTH 00°38'02" EAST A DISTANCE OF 646.37 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF FISHER AVENUE; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 89°57'26" WEST, A DISTANCE OF 362.37 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF HOWELL ROAD; THENCE ALONG SAID EAST RIGHT OF WAY, NORTH 00°33'32" WEST A DISTANCE OF 646.51 FEET; THENCE NORTH 89°58'49" EAST A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LYMAN ESTATES; THENCE ALONG THE SOUTH LINE OF LYMAN ESTATES NORTH 89°58'49" EAST 351.53 FEET TO THE POINT OF BEGINNING.

Section 2: That the property described above in Section 1 will be designated as Single-Family Residential (R1) on the official Zoning Map of the City of Post Falls.

Section 3: That all prior zoning designations for the lands described in Section 1 are hereby superseded.

Section 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

PASSED by the City Council upon roll call vote on the 6th, day of September, 2022, and **APPROVED** by the Mayor on the ___ day of _____, 2022.

Ronald G. Jacobson, Mayor

ATTEST: Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, rezoning certain property generally on the northeast corner of N. Howell Rd. and W. Fisher Ave. within the City of Post Falls from Single Family Residential Suburban (R1S to Single-Family Residential (R1). The rezoned property is legally described as:

THAT PORTION OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACT 77, GREENACRES IRRIGATION DISTRICT PLAT NO. 4, ACCORDING TO THE PLAT RECORDED IN BOOK "B" OF PLATS AT PAGE 55, RECORDS OF KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LYMAN ESTATES, ACCORDING TO THE PLAT RECORDED IN BOOK "G" OF PLATS, PAGE 216; THENCE

ALONG THE SOUTH LINE OF LYMAN ESTATES, SOUTH 89°58'49" WEST A DISTANCE OF 280.96 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE OF LYMAN ESTATES, SOUTH 00°38'02" EAST A DISTANCE OF 646.37 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF FISHER AVENUE; THENCE

ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 89°57'26" WEST, A DISTANCE OF 362.37 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF HOWELL ROAD; THENCE

ALONG SAID EAST RIGHT OF WAY, NORTH 00°33'32" WEST A DISTANCE OF 646.51 FEET; THENCE

NORTH 89°58'49" EAST A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LYMAN ESTATES; THENCE

ALONG THE SOUTH LINE OF LYMAN ESTATES NORTH 89°58'49" EAST 351.53 FEET TO THE POINT OF BEGINNING.

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

Shannon Howard, City Clerk

Publish once in the City's official newspaper.

STATEMENT OF LEGAL ADVISOR

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

DATED this day of , 20 .

Warren J. Wilson, City Attorney

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

MEETING DATE: December 6, 2022

DATE: November 28, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Tertiary Treatment Upgrade – Amendment 7 to the Professional Services Agreement with J-U-B Engineers

ITEM AND RECOMMENDED ACTION: The item presented is an amendment to the professional services agreement with J-U-B Engineers. This amendment provides an increase to the Construction Management Services (CMS) task for construction oversight and support services of the Tertiary Treatment Facility Upgrades. Staff recommends Council approval for the Mayor to sign the amendment with J-U-B Engineers.

DISCUSSION: The completion of the Tertiary project is delayed. A few of the driving factors associated with the delay include the global impacts to the supply chain and the subsequent challenges and delays to the project, specifically impacts to the construction sector. The lead time for generators related to the change in power feed is also a contributing factor. Recent project updates to City Council have included similar updates and requests for approval of specific project related items as they pertain to the construction of the Tertiary Treatment Upgrades. As a result of the delays to the project, J-U-B's amendment will extend CMS support services to reflect the additional time the contractor is requesting for the completion of project construction.

The development of this amendment utilizes current schedule information from the general contractor, by adding 308 days to the original construction contract. Work performed by J-U-B will be billed as outlined in the original Agreement and this Amendment, as time and materials, not to exceed \$1,756,060.

The increased cost will affect the project budget. In the FY23 budget, \$1M of federal funds were allocated to Wastewater Projects as a contingency. Staff propose to utilize this contingency to partially fund the increase to the budget. To fund the balance, staff propose to utilize capacity fees, which exceeded projections in FY22 by over \$600K and replacement funds from the operations funds. This generally aligns with the financial strategy outlined in the City's 2013 Water Reclamation Facility Plan. Major impacts to other projects are not anticipated to result from this change.

The City continues to partner with the project design, equipment suppliers and construction teams to negotiate a project schedule extension with the General Contractor. Negotiations to finalize the extended construction schedule are ongoing and take into consideration the events and challenges that were inside and outside the contractor's control. Finalization of a negotiated contract change with Sletten Construction is anticipated at a future date.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

IDEQ Compliance Schedule – 11/22/22

Special Inspections and Testing Amendment – 9/6/22
Contract adjustment to Fiber Reinforced Tank Cost – 8/9/22
Change Order to install alternate power supply – 4/5/22
Amendment #6 with J-U-B for SCADA Upgrade – 12/21/21
Tertiary Project Update – 11/16/21
Tertiary Project Update – 5/18/21
Recommendation of Award of the construction contract – 6/16/20
Special Inspections and Testing Agreement – 6/9/20
Amendment #3 with J-U-B for CMS services – 4/21/20
Wage Compliance Agreement – 4/7/20
Hawley Troxell Engagement Letter – 2/4/20
Tertiary Project Update, 60% Design – 7/2/19
Tertiary Project Update, 30% Workshop – 11/6/18
Membrane Equipment and UV Equipment Bid Awards – 11/6/18
Tertiary Project Financing, SRF Loan – 1/16/18
Tertiary Project Workshop – 3/6/18
Water Reclamation Facility Design Contract with J-U-B – 3/6/18
Pilot Project Results – 1/2/18
Pilot Project Update, Sole Source Procurement – 4/4/17
Agreement for Membrane Pilot Study Electrician Services – 1/3/17
Tertiary Pilot Enclosure – 11/1/16
Tertiary Membrane Pilot Testing, Agreement with J-U-B – 6/20/16

APPROVED OR DIRECTION GIVEN: Council approved the agenda items listed above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: The amendment with J-U-B is in the amount of \$1,756,060. Staff requests a 2% contingency in the amount of \$35,121.2 for a total request of \$1,791,181.20 Additional services utilizing reserve funds will require written authorization from the Public Works Director or his designee.

BUDGET CODE: 651-463.3213.90015

SUPPORTING DOCUMENTS: Amendment No. 7 to the Professional Services Agreement with J-U-B Engineers



November 28, 2022

Mr. John Beacham, Public Works Director
City of Post Falls
408 N Spokane St.
Post Falls, ID 83854

**RE: WATER RECLAMATION FACILITY TERTIARY IMPROVEMENTS: ADDITIONAL SERVICES
AMEMENDMENT 7 - CONSTRUCTION MANAGEMENT SUPPORT ENGINEERING SERVICES**

Dear John:

Thank you for the City's consideration and coordination regarding the additional services proposal for Construction Management Engineering Support Services. We have included below a list of the major items impacting our overall project budget, with the primary impact being the extension of the overall project duration which is dictated by the Contractor's schedule.

Primary impacts include the following, which we have discussed previously and attempted to document throughout construction during the weekly meetings:

- Negotiation and redesign related to a substitution request by the Contractor for the Alternative Power Feed approach for the tertiary system, including new backup power generators and new secondary power feed from Avista.
- Previous and continued coordination for resolution of issues related to the masonry subcontractor, including coordination of testing and re-inspections of work related to masonry, as well as design of repairs/fixes.
- Review of multiple alternative product submittals for Contractor's convenience in sourcing, as well as substitute product/manufacture alternatives to mitigate additional construction delays due to extended lead times/availability.
- Previous and continued review of material cost escalation claims, which the Contractor asserts are due to unforeseen market conditions.
- An increase to the project duration. The Contractor's current schedule, as submitted on October 11, 2022, shows an extension of approximately 308 days for a total of 1058 days, compared to the original construction timeline of 750 days (a 41% increase). This is primarily due to the following:
 - The overall Contractor's construction schedule has been impacted by delays related to material and labor shortages and availability, thereby impacting overall efficiency.
 - The negotiated addition of Work to the project, including, but not limited to, the Alternative Power Feed.

A quick summary of the tasks associated with the additional work to be performed in future is also included (**attached**) and reflects J-U-B Engineers' staff as well as J-U-B's subconsultants for this project, including:

- AEI Electrical Engineering (including JTL HVAC and Plumbing Engineering)
- B2 Architecture - Architect
- Esvelt Environmental – UV Process Engineering
- SPI Engineering – Membrane Process Mechanical Engineering
- H2E Engineering – Controls and SCADA programming

We have estimated the impacts of these issues on our current scope of work and prepared the **attached** Additional Services Amendment, which is based on our current level of effort expended to support the on-going construction activities, the projected additional contract duration (i.e., an additional 308 days), and the remaining known project commitments (including commissioning support, closeout, record drawings, and warranty support through the end of the project).

We appreciate the teamwork and collaboration the City has taken in partnering with J-U-B during the course of this project. We look forward to supporting construction in the remaining months through project completion.

Should you have any questions or comments during your review of these documents, please do not hesitate to contact me.

Sincerely,
J-U-B ENGINEERS, Inc.

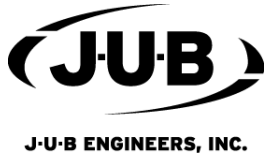


Ruel Michael Conn, P.E.
Project Manager

Cc: Andrew Arbini, Utilities Project Manager

Enclosures

- Additional Services Agreement Amendment 7
- Budget Projection Summary



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Authorization for Additional Services

CLIENT: City of Post Falls
Project Name: WRF Tertiary Treatment Improvements Project
J-U-B Project Number: 20-18-024

- 1. Additional Services. The following additional items of work on the project referenced above have been or will be provided by J-U-B ENGINEERS, Inc. (J-U-B). These Additional Services are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated 3/6/18. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

Provide Engineering Services to provide continued CMS Support Services to support construction activities based on anticipated Contractor extended schedule and labor estimate for projection of Engineering support.
Anticipated Contractor Substantial Completion date of August 31, 2023
Anticipated Contractor Final Completion Date of September 30, 2023
Warranty Period Support for 1-Year from Substantial Completion, per original Agreement.

- 2. Verbal Authorization by CLIENT, if Applicable. J-U-B was verbally authorized by the CLIENT to provide these Additional Services by:

N/A Name N/A Date

- 3. Payment for Additional Services. Unless otherwise noted below, J-U-B will provide these Additional Services on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

Anticipated Budget Increase of \$1,756,060.

- 4. Schedule of Services. Due to the Additional Services, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

Work to be completed as part of the Tertiary Treatments Improvements Project.

Dated this ___ day of ___, 2022,

CLIENT

By: Project Representative or Authorized Signatory for CLIENT

Print or Type Name and Title

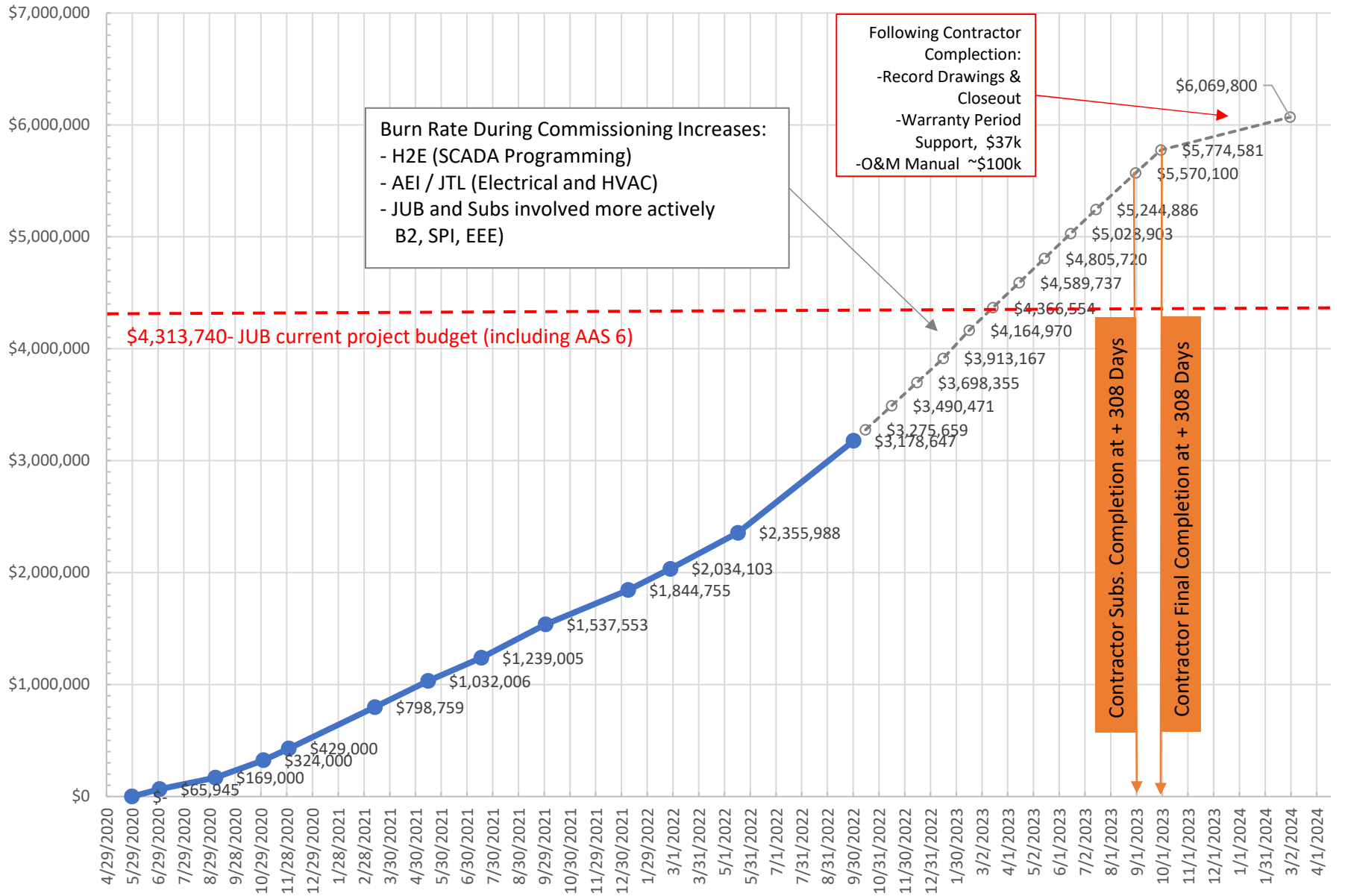
J-U-B ENGINEERS, Inc.

By: Project Representative or Authorized Signatory for J-U-B

Cory R. Baune; Executive Vice President

Print or Type Name and Title

J-U-B Budget Update (10/1/22) and Projection to Completion



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

MEETING DATE: December 6, 2022

DATE: 11/28/22

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Tertiary Treatment Upgrade – Panhandle Area Council, Request for Increase of Contract Amount

ITEM AND RECOMMENDED ACTION: City Council approves and authorizes the mayor to approve the contract Amendment to increase the contract value with Panhandle Area Council (PAC).

DISCUSSION: The completion of the Tertiary project is delayed. A few of the driving factors associated with the delay include the global impacts to the supply chain and the subsequent challenges and delays to the project, specifically impacting the construction sector. The lead time for generators related to the change in power feed is also a contributing factor. Recent project updates to City Council have included similar updates and requests for approval of specific project related items as they pertain to the construction of the Tertiary Treatment Upgrades. Staff is requesting an increase to the City's contract with PAC to complete the necessary and required Wage Compliance reporting through the remainder of the project construction.

The City received a loan offer in late 2017 from the Idaho Water Pollution Control State Revolving Loan Fund (SRF) for Tertiary Improvement upgrades at the Water Reclamation Facility. This loan includes Davis Bacon wage requirements and carries wage compliance guidelines that will require wage interviews and payroll tracking of the contractor's employees throughout the duration of the project. Services outlined in the original agreement and the extension outlined in Amendment 1 with PAC will provide support through the anticipated project completion date.

The City continues to partner with the project design, equipment suppliers and construction teams to negotiate a project schedule extension with the contractor.

In April of 2020, Council approved the original contract of \$58,000 and a 5% contingency. The increase in Amendment 1 will add \$26,194 to the original contract. Staff requests a 10% contingency in the amount of \$2,619.40 for use authorized by the Public Works Director or his Designee. Total request is for \$28,813.40.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

IDEQ Compliance Schedule – 11/22/22
Special Inspections and Testing Amendment – 9/6/22
Contract adjustment to Fiber Reinforced Tank Cost – 8/9/22
Change Order to install alternate power supply – 4/5/22
Amendment #6 with J-U-B for SCADA Upgrade – 12/21/21
Tertiary Project Update – 11/16/21
Tertiary Project Update – 5/18/21
Recommendation of Award of the construction contract – 6/16/20

Special Inspections and Testing Agreement – 6/9/20
Amendment #3 with J-U-B for CMS services – 4/21/20
Wage Compliance Agreement – 4/7/20
Hawley Troxell Engagement Letter – 2/4/20
Tertiary Project Update, 60% Design – 7/2/19
Tertiary Project Update, 30% Workshop – 11/6/18
Membrane Equipment and UV Equipment Bid Awards – 11/6/18
Tertiary Project Financing, SRF Loan – 1/16/18
Tertiary Project Workshop – 3/6/18
Water Reclamation Facility Design Contract with J-U-B – 3/6/18
Pilot Project Results – 1/2/18
Pilot Project Update, Sole Source Procurement – 4/4/17
Agreement for Membrane Pilot Study Electrician Services – 1/3/17
Tertiary Pilot Enclosure – 11/1/16
Tertiary Membrane Pilot Testing, Agreement with J-U-B – 6/20/16

APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: Total of this request is for \$28,813.40.
BUDGET CODE: 651-463.3213.90015

SUPPORTING DOCUMENTS: PAC Contract Amendment 1

**CITY OF POST FALLS
AND
PANHANDLE AREA COUNCIL**

AMENDMENT 1

**AGREEMENT BETWEEN THE DISTRICT
AND
THE CONSULTANT
FOR**

**Wage Compliance Services
Post Falls WRF Tertiary Treatment Improvements Project**

THE AGREEMENT

The Agreement dated April 7, 2020, by and between the City of Post Falls, 408 Spokane Street, Post Falls, Idaho, a municipal corporation of the State of Idaho, hereafter called the City; and Panhandle Area Council (PAC), 11100 N. Airport Drive, Hayden, Idaho, hereinafter called the Consultant, is hereby amended to change the End Date from October 31, 2022, to December 31, 2023. The project timeline extended beyond the control of both the City and PAC; therefore, certified payrolls will continue to be submitted.

This amendment is effective November 1, 2022, and will conclude December 31, 2023. Value for services is estimated at \$1,871.00 per month, for a total NTE \$26,194.00. For services performed. All other Articles and Attachment A of the April 7, 2020 Agreement between the City and PAC remain.

THE CONSULTANT
PANHANDLE AREA COUNCIL, INC.

THE OWNER
CITY OF POST FALLS

By:  _____

By _____

ATTEST:  _____

ATTEST: _____

Panhandle Area Council, Inc.
Dated this 4 day of Nov., 2022

City of Post Falls
Dated this ___ day of _____, 20__

CITY OF POST FALLS
AGENDA REPORT
New Business
MEETING DATE: 12/06/2022

DATE: 11/30/2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Craig Borrenpohl
SUBJECT: Pursuit of Ordinance to Maintain Protections of Sensitive Resource Aquifer

ITEM AND RECOMMENDED ACTION:

City Council reviews the attached rules for Critical Materials at Fixed Facilities Over Sensitive Resource Aquifers and makes a recommendation to the Utilities Division whether to pursue conversion of this rule to a City ordinance. Any draft ordinance would be considered through the regular ordinance process at future council meetings.

DISCUSSION:

The City of Post Falls annually pumps more than two billion gallons of water from the Rathdrum Prairie Aquifer (RPA) to satisfy residential, commercial, industrial, and irrigation demands. The Rathdrum Prairie Aquifer was designated as a sole source aquifer in 1978, one of three in Idaho, but the only one specially categorized as a sensitive resource aquifer. The geophysical characteristics of the region are what make the aquifer incredibly productive but also less protected from potential contamination. Designation as a sensitive resource aquifer has afforded the RPA special protections which have been in force for several decades.

The attached Critical Materials Program rules, currently administered by the Idaho Public Health District #1 (Panhandle Health District), are one example of the ongoing protections for the RPA. The intent of the program is to aid in protection of sensitive resource aquifers from potential sources of contamination from materials handling and storage at facilities located over or adjacent to the aquifer. The rules strive to achieve such protection through proper use of secondary containment systems at Fixed Facilities that use, store, manufacture or handle Critical Materials. These administrative rules were initiated in 1993 but have been in a temporary status since 2019 as part of Idaho's Red Tape Reduction Act. Furthermore, the Health District's ability to have rules adopted in the Idaho Legislature by the typical omnibus adoption process has been called into question.

Fundamentally, actions within the Idaho executive and legislative branches have placed continuation of protections for the Rathdrum Prairie Aquifer into question. Whereas rules regarding the RPA have been deemed a local issue, the Panhandle Health District is exploring adoption of similar rules at the local level. District and City staff meet to discuss the history and need for Critical Materials Program rules. City staff feel adoption of similar rules via City ordinance would maintain the existing aquifer protections which benefit Post Falls water users. Conversely, degradation of the RPA would likely have direct negative consequences to Post Falls water users. Widespread contamination would require installation of treatment technologies at each well house at great capital and operational cost.

Implementation, enforcement, and other administrative responsibilities of a Critical Materials Program would be assigned back to the Panhandle Health District; there would be no demands on City staff. Costs of the program would continue to be funded through the Aquifer Protection District; there would be no cost to the City for the program.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

41.01.01 – RULES OF IDAHO PUBLIC HEALTH DISTRICT #1

SECTION 400. CRITICAL MATERIALS AT FIXED FACILITIES OVER SENSITIVE RESOURCE AQUIFERS

01. Purpose and Intent. The purpose and intent of this section is to aid in protection of sensitive resource aquifers from potential sources of contamination from materials handling and storage at facilities located over or adjacent to the aquifer. The rules strive to achieve such protection through proper use of secondary containment systems at Fixed Facilities that use, store, manufacture or handle Critical Materials. This section aligns with the requirements specified in Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA III) (7-1-21)T

02. Definitions. The following have the following definitions: (7-1-21)T

a. Critical Material. Any liquid, semi-liquid, flowable, or water soluble solid that is listed on the most current Superfund Amendments and Reauthorization Act, Title III (SARA III) List of Lists published by the Office of Solid Waste and Emergency Response, U.S. Environmental Protection Agency, Washington, D.C. or is required by the U.S. Occupational Safety and Health Administration to have a safety data sheet (SDS). (7-1-21)T

b. Critical Materials Compliance Certificate (CMCC). A certificate indicating compliance with the reporting and secondary containment requirements of this rule. (7-1-21)T

c. Critical Materials Use Activity. Any undertaking that involves the use, storage, manufacture or handling of Critical Materials at a Fixed Facility above the secondary containment quantity set forth in this rule, or incorporated into this rule by reference. (7-1-21)T

d. Fixed Facility. Any established land use, building, dwelling, structure or site upon which or wherein a Critical Material Use Activity is conducted. (7-1-21)T

e. Secondary Containment Quantity. The quantity of a Critical Material that requires compliance with this rule. For those Critical Materials specifically listed in the SARA III List of Lists (or as otherwise noted) the following quantities of qualifying substances are subject to this rule: (7-1-21)T

i. SARA Section 302 Extremely Hazardous Substances - ten (10) pounds in the aggregate, exclusive of solvent or other medium or, one hundred (100) pounds in the aggregate, inclusive of solvent or other medium. (7-1-21)T

ii. CERCLA Hazardous Substances (listed in 40 CFR 302, Table 302.4) - one hundred (100) pounds in the aggregate, exclusive of solvent or other medium or, one thousand (1000) pounds in the aggregate, inclusive of solvent or other medium. (7-1-21)T

iii. SARA Section 313 Toxic Chemicals - one hundred (100) pounds in the aggregate, exclusive of solvent or other medium or, one thousand (1000) pounds in the aggregate, inclusive of solvent or other medium. (7-1-21)T

iv. SARA Section 311 and 312 Chemicals (Not listed in the List of Lists) for which OSHA MSDS must be developed pursuant to OSHA Hazard Communication Standards - five thousand (5000) pounds in the aggregate, inclusive of solvent or other medium. (7-1-21)T

f. Sensitive Resource Aquifer. As defined in IDAPA 58.01.11.033.01

03. Applicability. (7-1-21)T

a. This rule applies to any person, firm, corporation, or government agency owning, operating, or proposing to locate, establish, or operate a Fixed Facility over a sensitive resource aquifer or within a recognized

aquifer recharge area. Any Fixed Facility so located shall comply with the requirements of this rule prior to initiation of operation or engaging in any Critical Materials Use Activity, if established after the effective date of this rule. Every owner or operator of a Fixed Facility needs to show compliance with this rule by obtaining a Critical Materials Compliance Certificate appropriate for current operations. (7-1-21)T

b. The following activities require a new application to the Director to determine compliance with this rule: (7-1-21)T

i. Establishing a new use that could qualify as a Fixed Facility, including remodeling, operating changes, change in ownership, or expansion of an existing Fixed Facility which would modify the type or quantity of Critical Materials handled or stored, (7-1-21)T

c. Any CMCC granted is specific to that action and the application filed therefore. Subsequent actions, meeting the criteria set by Subsection 400.03.b., shall require separate plan reviews and approvals to obtain compliance. (7-1-21)T

d. All businesses over a sensitive resource aquifer are subject to inspection in order to determine if they are governed by this rule. (7-1-21)T

04. Application Requirements of Fixed Facilities Engaged in Critical Materials Use Activities. Each applicant for a Critical Materials Compliance Certificate must provide: (7-1-21)T

a. Sufficient information to allow the Director to determine the type, quantity, and physical state of all Critical Materials that are used, stored, manufactured, or handled at the Fixed Facility location. The Director may require the applicant to provide a complete list of Critical Materials present at the Fixed Facility. (7-1-21)T

b. Building plans and site development drawings showing compliance with the secondary containment requirements established by this rule. Such plans shall also provide confirmation that the secondary containment methods are compatible with the materials to be contained and that Critical Materials at the Fixed Facility are isolated from storm water or other surface waters on the site. The Director may require that any such plans be certified by a licensed engineer. The building and/or site plans must show the location of Critical Materials in buildings and other designated site areas. (7-1-21)T

c. Proof of contact and resultant acknowledgment from other agencies which have codes, standards, and/or rules which must be met by the applicant with respect to handling of Critical Materials. (7-1-21)T

d. An opportunity for the Director to perform an inspection to assure compliance with secondary containment criteria previously approved through the plan review. The Director may delegate site inspection duties to officials of a cooperating agency. (7-1-21)T

05. Performance Standards for Fixed Facilities. Each Fixed Facility, as defined in this rule, needs to conform to the following performance standards: (7-1-21)T

a. Construct and maintain a secondary containment system for all Critical Materials. Said secondary containment system shall be designed to prevent infiltration of any Critical Materials into the ground in the event that they are released from their original storage containers. (7-1-21)T

b. The secondary containment system and methods must be non-reactive and resistant to the materials to be contained and isolate the Critical Materials at the Fixed Facility from storm water, other surface waters on the site, and from reactive critical materials present in the same Fixed Facility. (7-1-21)T

c. Secondary containment systems must be sized to contain at least one-hundred and ten percent (110%) of the volume of the largest container, or ten percent (10%) of the aggregate volume of all containers, whichever is greater, in any containment area within a Fixed Facility. (7-1-21)T

d. The owner or operator of any Fixed Facility shall report the presence of any Critical Materials Use

Activities to the responsible local, state, and federal agencies as specified by statutes, rules, and provisions of this rule. (7-1-21)T

e. Should conflict arise among the applications of local, state rules, and federal regulations regarding Critical Materials Use Activities, the rule that provides the greatest degree of protection to the sensitive resource aquifer shall prevail, except where legal preemption of regulatory authority by state or federal agencies may require application of a different standard of protection. (7-1-21)T

f. Each Fixed Facility is subject to regular inspection to verify continued compliance with these rules. (7-1-21)T

06. Violation. Any owner or operator of a Fixed Facility is deemed to have violated this rule if: (7-1-21)T

a. A Fixed Facility is operated or if Critical Materials Use Activities are conducted on any site without first procuring a Critical Materials Compliance Certificate or if changes are made to Critical Materials Use Activities at a Fixed Facility as set forth in Section 400.03.b. without reapplying for a CMCC for the Fixed Facility. (7-1-21)T

b. An owner or operator of a Fixed Facility submits knowingly false or incomplete reports to the Director or other responsible agencies or officials concerning the nature or quantity of Critical Materials present at a Fixed Facility governed by this rule. (7-1-21)T

c. An owner or operator fails to implement or maintain secondary containment of Critical Materials at a Fixed Facility as necessitated by this rule. (7-1-21)T