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**CITY COUNCIL  
MEETING AGENDA**

**February 7, 2023  
6:00 PM**

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

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**WORKSHOP – 5:00 pm Basement Conference Room**

Topic: Impact Fee Update

**REGULAR MEETING – 6:00 pm City Council Chambers**

**CALL TO ORDER BY MAYOR JACOBSON**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:**

**ACTION ITEM**

- a. Approval of the appointment of Kibbee Walton to the Planning and Zoning Commission

**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 – January 17, 2023, City Council Meeting
- b. Payables – January 10, 2022 – January 30, 2023
- c. Right of Way Dedication Agreement for Future Roundabout at Prairie Ave and Zorros Rd with Lakeside Real Estate Holdings II, LLC

- d. Right of Way Dedication Agreement for Future Roundabout at Prairie Ave and Zorros Rd with Prairie Crossing Center, LLC
- e. Dedication of a Utility Easement by the Millworx Project
- f. Dedication of a Utility Easement – Former Alleyway Between W. 6<sup>th</sup> and W. 7<sup>th</sup> Ave
- g. Q'emiln Park Concessionaire RFP Solicitation
- h. Correction to 1-17-23 Consent Agenda Memo Rebid Award of Two Dump Trucks to Freightliner NW'
- i. Consultant Pre-Selection List for 2023-2024
- j. Adams Annexation Agreement and Reasoned Decision File No. ANNX-22-12
- k. Timberworx Garden Plat Application
- l. Timberworx Ridge Plat Application
- m. Timberworx Vista Plat Application
- n. November 2022 Cash and Investments
- o. Stockwell Court Subdivision Plat Application
- p. Foxtail 9<sup>th</sup> Addition Subdivision Construction Improvement Agreement
- q. Disposal of Two Vehicles
- r. Stockwell Court – Performance Guarantee

## 2. PUBLIC HEARINGS

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

### ACTION ITEMS:

## 3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

### ACTION ITEMS:

- a. Ordinance – FY 2023 Budget Amendment
- b. Ordinance – Cottage Homes File No. TA-22-7
- c. Ordinance – Zoning Approval Criteria
- d. Ordinance – Adams Annexation File No. ANNX-22-12

## 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. Purchase of Two Parcels Located to the East of the Post Falls Police Department
- b. Architectural Services Contract with Intergrus Architects for Design of the Renovations of the Streets Administration Building

**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 an Interest in Real Property Which is not Owned by a Public Agency.

**RETURN TO REGULAR SESSION**

**ADJOURNMENT**

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

Mayor Ronald G. Jacobson

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

Mission

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

**Vision**

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

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

## Calendar of Meetings & Events

Feb 2		<b>Groundhog Day</b>
Feb 7	5:00 pm	<u>City Council Workshop</u> – Impact Fee Update
Feb 7	6:00 pm	<u>City Council</u>
Feb 14		<b>Valentine’s Day</b>
Feb 14	5:30 pm	Planning and Zoning Commission
Feb 16	8:00 am	Urban Renewal Agency
Feb 20		<b>City Business Offices will be closed in Observance of Presidents’ Day</b>
Feb 21	5:00 pm	<u>City Council Workshop</u> – Future Snow Operations
Feb 21	6:00 pm	<u>City Council</u>
Feb 28	6:00 pm	Parks and Recreation Commission
Mar 7	5:00 pm	<u>City Council Workshop</u> – Agricultural Exemption And Early Closure of Urban Renewal District
Mar 7	6:00 pm	<u>City Council</u>
Mar 12		<b>Daylight Savings Starts</b>
Mar 14	5:30 pm	Planning & Zoning Commission
Mar 16	8:00 am	Urban Renewal Agency
Mar 17		<b>St. Patrick’s Day</b>
Mar 21	5:00 pm	<u>Council Workshop</u>
Mar 21	6:00 pm	<u>City Council</u>
Mar 28	6:00 pm	Parks and Recreation Commission
Apr 1		<b>April Fool’s Day</b>
Apr 4	6:00 pm	<u>City Council</u>
Apr 7		<b>Good Friday</b>
Apr 9		<b>Easter</b>
Apr 11	5:30 pm	Planning and Zoning Commission
Apr 18	5:00 pm	<u>City Council Workshop</u> – Tiny Home Design Standards
Apr 18	6:00 pm	<u>City Council</u>
Apr 20	8:00 am	Urban Renewal Agency
Apr 22		<b>Earth Day</b>
Apr 25	6:00 pm	Parks and Recreation Commission

# Post Falls City Council Meeting

## February 7<sup>th</sup>, 2023

### Council Agenda Memorandum

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

**FROM:** Shelly Enderud, City Administrator

**CC:** Department Heads

### Workshop 5:00pm – Impact Fee Update

#### Ceremonies, Announcements, Appointments, Presentation

- a. Requesting Approval of Appointment of Kibbee Walton to the Planning and Zoning Commission

#### 1. Consent Calendar

- c. Right-of-Way Dedication Agreement for Future Roundabout at Prairie Avenue and Zorros Road with Lakeside Real Estate Holdings II, LLC – The Community Development Department requests approval of the dedication agreement. This project involves four separate landowners at the corner of Prairie Avenue and the future Zorros Road. The agreement will allow GVD Partners, LP to begin construction of a double lane roundabout in support of the planned shopping center and regional traffic flows. If approved, the Mayor will sign the agreement.
- d. Right-of-Way Dedication Agreement for Future Roundabout at Prairie Avenue and Zorros Road with Prairie Crossing Center, LLC – The Community Development Department requests approval of the dedication agreement. This project involves four separate landowners at the corner of Prairie Avenue and the future Zorros Road. The agreement will allow GVD Partners, LP to begin construction of a double lane roundabout in support of the planned shopping center and regional traffic flows. If approved, the Mayor will sign the agreement.
- e. Dedication of a Utility Easement by the Millworx Project - The Engineering Division requests approval of the dedication of a Utility Easement to the City associated with the construction of the Millworx Project. Dedication of this easement is necessary to secure

ownership of the watermain and facilitate the City's ability to access, maintain, and operate such. If approved, the Mayor shall sign the agreement.

- f. Dedication of a Utility Easement for Former Alleyway Between West 6<sup>th</sup> Avenue and West 7<sup>th</sup> Avenue – The Engineering Division requests approval of the dedication of a Utility Easement to the City associated with the vacation of alley rights-of-way between West 6<sup>th</sup> Avenue and West 7<sup>th</sup> Avenue. Dedication of this easement is necessary to preserve and protect access, operation, and maintenance of the existing city water mains located within the easement boundaries. If approved, the Mayor will sign the agreement.
- g. Q'emiln Park Concessionaire RFP Solicitation – The Parks and Recreation Department requests approval to seek proposals for furnishing the staffing and equipment necessary to provide food and beverage concessions at Q'emiln Park beginning the summer season of 2023. The Parks and Recreation Department currently maintains certain concession facilities at the park, but they have been largely underutilized for the past five years. This RFP would remedy that to the benefit of the public. If approved, the RFP will be published.
- h. Correction to 1.17.23 Consent Agenda Memo Re: 'Bid Award of Two Dump Trucks to Freightliner NW' – There was an error in the bid amount for the two Dump Trucks in the original memo for this item on the January 17, 2023, Council meeting. The correct total amount of the bid is \$528,635.12. The FY 23 approved budget includes the replacement funds for the trucks. If approved, the Mayor will sign the Notice of Award and subsequent Contract documents.
- i. Consultant Pre-Selection List for 2023-2024 – The Engineering Division requests approval of the recommended pre-selection consultant list that will run through December 31, 2024. The City advertised a request for qualifications from professional consultants wanting to be on the City's pre-selection roster. The City received 25 submittals from engineering and architectural firms. A review selection committee consisting of staff from Parks, Public Works, and Community Development reviewed and pre-qualified consultants within their appropriate areas of expertise. The establishment of the roster does not preclude the City from advertising for a particular project in which there is a necessity for a broader group of consultants. The list does save the time and expense of going through the process for every project. If the list is approved by Council, each firm who submitted will be notified of the results via letter.
- j. Adams Annexation Agreement and Reasoned Decision File No. ANNEX-22-12 – The Planning Division requests approval of the abovementioned annexation agreement and reasoned decision. The 4.75 acre property with a Single-Family Residential (R1) zoning designation is located south of 16<sup>th</sup> Avenue and East of North Idaho Street. The annexation and zoning were approved at the January 3, 2023, Council public hearing. If Council accepts the reasoned decision and agreement, the Mayor shall sign the documents.
- k. Timberworx Garden Plat Application – The Engineering Division requests approval of the final plat for the development. The developer has provided surety for the remaining improvements. If approved, the Mayor will sign the documents.
- l. Timberworx Ridge Plat Application – The Engineering Division requests approval of the final plat for the development. The developer has provided surety for the remaining improvements. If approved, the Mayor will sign the documents.

- m. Timberworx Vista Plat Application – The Engineering Division requests approval of the final plat for the development. The developer has provided surety for the remaining improvements. If approved, the Mayor will sign the documents.
- n. November 2022 Cash and Investments – The Finance Division presents the cash and investment balances to Council for approval for November 2022 in compliance with State Code.
- o. Stockwell Court Subdivision Plat Application – The Engineering Division requests approval of the final plat for the development. The developer has provided surety for the remaining improvements. If approved, the Mayor will sign the documents.
- p. Foxtail 9<sup>th</sup> Addition Subdivision Construction Improvement Agreement – The Engineering Division requests approval of the CIA for the abovementioned subdivision. The agreement sets forth the typical expectations and responsibilities of the City and the developer. If approved, the Mayor will sign the documents.
- q. Disposal of Two Vehicles – The Fleets Division requests approval to surplus two vehicles that have aged out of service and have been replaced. The vehicles are a 2000 Nissan Frontier and a 1997 Chevy 3500. Upon approval of the surplus, the vehicles will be sold at auction.
- r. Stockwell Court – Performance Guarantee – Usually developers when having a final plat processed provide a surety to guarantee improvements will be made. This developer chose to use and escrow and set aside agreement instead of a surety. City Legal Council has review this and agreed this would work. If approved, the Mayor will sign the document.

## 2. [Public Hearings](#)

None

## 3. [Unfinished Business](#)

- a. Ordinance: FY 2023 Budget Amendment – This ordinance formalizes the amendment to the FY 2023 Budget approved at the Council public hearing on January 17, 2023. Council may adopt the ordinance or take no action.
- b. Ordinance: Cottage Homes File No. TA-22-7 – This ordinance formalizes the new Cottage Homes Residential Performance Standards and changes to the city code approved by Council on January 17, 2023. Council may adopt the ordinance or take no action.
- c. Ordinance: Zoning Approval Criteria – This ordinance formalizes the changes to the Zoning Approval Criteria approved by Council on January 17, 2023. Council may adopt the ordinance or take no action.
- d. Ordinance: Adams Annexation File No. ANNX-22-12 – This ordinance formalizes the annexation approved at the January 3, 2023, Council public hearing. Council may adopt the ordinance or take no action.



#### 4. New Business

- a. Purchase of Two Parcels Located to the East of the Post Falls Police Department – Police Chief Greg McLean requests approval to purchase two parcels east of the Police Department for future expansion of the police campus. Total fiscal impact is \$1,000,000. If approved, the Mayor shall sign the land purchase agreement.
- b. Architectural Services Contract with Integrus Architects for Design of the Renovations of the Streets Administration Building – Public Works Maintenance Manager Ross Junkin requests approval of the Architectural Services Contract with Integrus Architects. The contract will authorize Integrus to complete design work consistent with the recommendations of the 2021 Facility Needs Assessment and the necessary renovations of the Streets Administration Building to a point that it would be ready to bid for construction. City Staff will bring the results of the bid for this design to Council for consideration as well. Total fiscal impact will not exceed \$76,960. If approved, the Mayor will sign the contract.

#### 6. Administrative / Staff Reports

None

#### 8. Executive Session

- a. Idaho Code 74-206(1)(c) To Acquire an Interest in Real Property Which is not Owned by a Public Agency.



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**CITY COUNCIL  
MEETING MINUTES**

**January 17, 2023  
6:00 PM**

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

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**WORKSHOP – 5:00 pm Basement Conference Room**

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

Topic: Property Tax/Shifting Market Values

Jason Faulkner, Finance Director and Shelly Enderud, City Administrator presenting:

During the workshop it was shown what percentage of your property tax goes to what taxing district. Also discussed was property tax budget limits and how property tax effects residential verses commercial property. Possible solutions to stabilize property taxes were talked about, but these would need to happen at the state level.

Workshop ended at 5:36pm.

**REGULAR MEETING – 6:00 pm City Council Chambers**

**CALL TO ORDER BY MAYOR JACOBSON**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:**

**ACTION ITEM**

- a. Post Falls Sanitation will be providing Christmas tree pick up for Post Falls residents on Saturday, January 28<sup>th</sup>. Trees must have all decorations removed and be cut into 4-foot bundles or less and placed curbside before 6:00 am.
- b. Requesting approval of :
  - Reappointment of James Hail to the Parks and Recreation Commission
  - Reappointment of Jayson Cornwell to the Parks and Recreation Commission
  - Reappointment of James Steffensen to the Planning and Zoning Commission

**Motion by Malloy to approve the reappointments.**

**Second by Borders.**

**Vote: Malloy-Aye, Ziegler-Aye, Borders-Aye, Walker-Aye**

## Motion Carried

### AMENDMENTS TO THE AGENDA

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**None**

### 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.*

**None**

### 1. CONSENT CALENDAR

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

### ACTION ITEMS:

- a. Minutes – December 20, 2022, City Council Meeting
- b. Minutes – January 3, 2023, City Council Meeting
- c. Payables – December 27, 2022 – January 9, 2023
- d. October 2022 Cash and Investments
- e. ICRMP Consent to Electronic Communications
- f. Approval of Grant Agreement with Kootenai County/Idaho Office of Emergency Management for the Upgrade of Security Doors at the Post Falls Police Department.
- g. North Place East 1<sup>st</sup> Addition Subdivision Plat Application
- h. FY 2022 Road and Street Report
- i. Foxtail 8<sup>th</sup> Addition Subdivision Plat Application
- j. Disposal of a Document Folding Machine by the Finance Department
- k. Bid Award of Two Dump Trucks to Freightliner NW.
- l. Purchase of a John Deere 210 P-Tier Tractor by the Streets Division

**Motion by Borders to approve the Consent Calendar as presented.**

**Second by Malloy.**

**Vote: Ziegler-Aye, Borders-Aye, Walker-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:**

- a. FY 2023 Budget Amendment #1

**Public Hearing opened at 6:03pm.**

**Staff Report**

Jason Faulkner, Finance Director presenting: Fiscal year 2022 was a busy year for city departments, as a result budgeted projects were not able to be completed and budgeted capital purchases were unable to be made. These need to be moved from the fiscal year 2022 budget to the fiscal year 2023 budget. There is no increase to the budget.

**Testimony**

In Favor – None

Neutral – None

In Opposition – None

**Public Hearing closed at 6:08pm.**

**Motion by Malloy to approve the FY 2023 Budget Amendment #1.**

**Second by Borders.**

**Vote: Ziegler-Aye, Borders-Aye, Walker-Aye, Malloy-Aye**

**Motion Carried**

- b. Zoning Approval Criteria File No. TA-22-5

**Public Hearing opened at 6:08pm.**

**Staff Report**

Jon Manley, Planning Manager presenting: The proposed new language is in line with the State's LLUPA Title 67. The proposed Zone Change Review Criteria was originally presented to Council on August 1, 2022, where Council directed staff to have a workshop on the subject and then bring it back to a regular Council meeting. The workshop was held on November 1, 2022. The concerns expressed during the November workshop are contained in the updated draft ordinance. On July 12, 2022, the Planning and Zoning Commission recommended approval of the proposed changes.

**Testimony**

In Favor – None

Neutral

Bob Flowers (Post Falls): If the change needs to happen great. Why now and to what benefit are these changes to the citizens of Post Falls. I would like to see maybe a workshop in the rotunda explaining this. our zoning regulations are confusing. Something as important as zoning should be made clear and put out to the public.

Howard Burns (Post Falls): I like that this brings in the neighboring neighborhoods. The transitional stuff there is no guidance unless it is right next door. No zoning should go through without a formal response by the school district.

In Opposition – None

**Rebuttal**

Manley – Transitional is a land use not zoning. We have been working on this for while and Chapter 18 will be constantly changed and need to match the State code.

**Public Hearing closed at 6:23pm.**

### **Discussion**

Malloy: When this first came forward, I thought this would take away the power of council. The workshop was helpful in explaining that. We do not have to rubber stamp everything. This will help us from running against state code. This should have happened a few years ago. It is a good update.

Borders: I agree. There were tools produces to help us.

Ziegler: This will help us to make our own decision.

Walker: I agree.

Mayor: The council will still have the ability to make up their own mind. And we will be in line with state code.

**Motion by Malloy to approve Zoning Approval Criteria File No. TA-22-5 and to direct the ordinance to be brought back at a future meeting.**

**Second by Walker.**

**Vote: Borders-Aye, Walker-Aye, Malloy-Aye, Ziegler-Aye**

**Motion Approved**

c. Title 18 Cottage Homes Ordinance File No. TA-22-7

**Public Hearing opened at 6:28 pm.**

### **Staff Report**

Laura Jones, Associate Planner presenting: This would provide a form of smaller single family residential units, diversifying a housing choice and provide housing that is attainable and attractive to expand opportunities for home ownership. Currently there are no standards in place. Having standards may provide a level playing field for all cottage home developments while creating a clearer path in permitting. Cottage housing developments may incentivize some additional infill projects. Cottage housing can offer a smaller scale housing choice, which are suitable for meeting a variety of needs, compared to traditional detached single-family homes. The proposed changes from the Planning and Zoning Commission are:

- Amend the requirement for the medium density (R-2) single-family lot size to be reduced to 4,000 square feet from 4,800 square feet.
- Clarify that both front and side loaded garages cannot exceed 360 square feet.
- Clarify porches are front porches not side or rear.
- Emphasize the garage setback to be 20' or reference the section of city code.
- Allow for rear and side yard fences to be 72' high rather than 48' in height.

Borders: I am concern with fire rating and the homes too close together. We should have a requirement for fire rating.

### **Testimony**

In Favor

Ryan Martin (Spokane): I'm all for cottage homes. Good way to use small spaces

Treva Gaul (Post Falls): I don't like all of the apartment buildings popping up everywhere. I would prefer to see small cottage home communities.

Nolan Gaul (Post Falls): Having had to live in mobile homes and trailer parks much of my life, I would like to see small, quality, permanent dwelling available at fair pricing. Also, people wanting to downsize would appreciate this type of community were the upkeep would be reasonable especially for elderly and physically challenged individuals.

Neutral

Howard Burns (Post Falls): I am confused on the lot size. If I have this zoning, can I apply for a PUD. Is there parking on the street. Could you add onto these houses? There should never be backed up to a standard residential home with out a hearing. An HOA should be required. Are detention spaces counted in the green space? On the map they showed it did not show where the driveway would be.

In Opposition - None

### **Rebuttal**

Jones: 2,400 ft. is the lot size for cottage homes, the other is for R-2. With notifying neighbors, every home within 300 ft are notified. HOA would be required. Engineering would look at the parking on the street. There is landscaping buffer required if next to R-1 zoning.

**Public Hearing closed at 7:02pm.**

### **Discussion**

Ziegler: It makes sense to have a criteria in place. I do like cottage homes for the entry level citizens starting out.

Walker: I like it giving the opportunity for people to buy.

Malloy: I think appropriately place these would be great and would give people more opportunity to buy and build equity.

Mayor: I like the change of the 6ft fence on the side. It is another alternative.

Malloy: with the green space it cannot be a swale. It has to be something people can use.

Borders: I like the standards and ideal. I just do not like the separations.

**Motion by Malloy to approve Title 18 Cottage Homes Ordinance File No. TA-22-7, to include the recommendations by the Planning and Zoning Commission, and to direct staff to bring this back as an ordinance at a future council meeting.**

**Second by Ziegler.**

**Vote: Walker-Aye, Malloy-Aye, Ziegler-Aye, Borders.**

**Motion Approved**

### **3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS**

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### **ACTION ITEMS:**

- a. Water Tower Parking Lot and Pocket Park Approval to Bid Parking Lot and Approval of Pocket Park Concept.

Bill Melvin, City Engineer and Robbie Quinn, Parks Planner presenting: City Council previously authorized the design and preparation of contract documents for the Water Tower Parking Lot and the concept preparation for the adjacent future Water Tower Parking Lot on 1/17/2011, with a contract with Welch Comer Engineers. The design and contract documents for the parking lot have been approved by staff and legal, and the pocket park concept has been approved by the Parks staff and the Parks and Recreation Commission. If approved, the Parking Lot project will be advertised to bid. This project would be for \$560,000 and come out of the City's general fund.

**Motion by Malloy to approve the parking lot bid and the Pocket Parks Concept.**

**Second by Borders.**

**Vote: Malloy-Aye, Ziegler-Aye, Borders-Aye, Walker-Aye**

**Motion Carried**

- b. Ordinance – Vacating a Lift Station Easement on Lot 1, Block 4, Crimson King Estates

**Motion by Malloy to place the Ordinance Vacating a Lift Station Easement on Lot 1, Block 4, Crimson King Estates on its first and only reading by title only while under suspension of the rules.**

**Second by Borders.**

**Vote: Ziegler-Aye, Borders-Aye, Walker-Aye, Malloy-Aye**

**Motion Carried**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF IDAHO, PROVIDING FOR THE VACATION OF A LIFT STATION EASEMENT ON LOT 1, BLOCK 4 OF THE CRIMSON KING ESTATES SUBDIVISION RECORDED AS INSTRUMENT NUMBER 2056092000 ON PAGE 377A IN BOOK J OF PLATS, RECORDS OF KOOTENAI COUNTY, IDAHO AS DESCRIBED HEREIN; PROVIDING FOR DISPOSITION OF THE VACATED EASEMENT HEREIN; PROVIDING FOR DISPOSITION OF THE VACATED EASEMENT; PROVIDING REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO

**Motion by Malloy to approve the Ordinance Vacation a Lift Station Easement on Lot 1, Block 4, Crimson King Estates and to direct the clerk to assign the appropriate number and that it be published by summary only.**

**Second by Borders.**

**Vote: Ziegler-Aye, Borders-Aye, Walker-Aye, Malloy-Aye**

**Motion Carried**

#### **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. Q'emiln Well Rehabilitation Consulting Services

Bryan Myers, Parks Manager presenting: The Parks and Recreation Department desires to implement improvements to the Q'emiln domestic water well in accordance with the Idaho Department of Environmental Qualities (IDEQ) Sanitary Survey dated July 14<sup>th</sup>, 2022. Major deficiencies were identified to include failing/corroded well casing, no vent on the well cap, wellhouse building and mechanical piping in disrepair that does not meet current IDPA rules. This contract will provide consulting services including investigation, due diligence and recommendations to correct deficiencies identified in the IDEQ sanitary survey. The scope of work includes assembling and reviewing existing information, previously prepared plans, and other relevant data for the use during design. United Crown will pull the existing pump and video the well as a subconsultant to T-O Engineers. Northwest Groundwater Consultants will review the video and summarize findings and provide a recommendation regarding well casing as a subconsultant to T-O Engineers. In the event the existing well cannot be rehabilitated and the city authorizes, Northwest Groundwater Consultants will perform a well site evaluation to determine suitable locations for a new well. T-O will provide a memorandum summarizing project tasks and recommendations on moving forward to correct the major deficiencies identified. The lump sum fee for services to be provided is \$21,183.00 to be paid by the General Fund, Parks and Recreation Avista M&O line item. Following the completion of this scope of work it is anticipated the department will return to City Council with a request for a consulting services contract to design improvements outlined in the resulting memo.

**Motion by Borders to approve the Q'emiln Well Rehabilitation Consulting Services contract with T-O Engineers.**

**Second by Malloy.**

**Vote: Ziegler-Aye, Borders-Aye, Walker-Aye, Malloy-Aye**

**Motion Carried**

## **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.*

Howard Burnes (Post Falls): Mr. Burnes believes that when land is annexed into the city and if they were receiving an agriculture exemption on their taxes that should be given up.

## **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.*

**None**

## **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.*

**None**



## 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):**  
**None**

## ADJOURNMENT 7:29 PM

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**Ronald G. Jacobson, Mayor**

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**Shannon Howard, City Clerk**

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"

# Post Falls Check Approval



City of Post Falls

Packet: APPKT10127 - AP Check Run 2.1.23  
 Vendor Set: 01 - Vendor Set 01

Check Date: 1/24/2023

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<b>Fund:</b> 001 - GENERAL FUND					
Dept: 411 Mayor & Council					
<a href="#">I283</a>	Inland Northwest Partners				
APMWB	Check	<a href="#">1.18.23</a>	Inland Norwest Partners 2023 Dues	001-411.0000.62060	1,000.00
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">284224640001</a>	Return on Damaged Copy Paper-- PO05699	001-411.0000.63060	-13.70
		<a href="#">281185163001</a>	Recharge for Replacement Copy Paper-- PO05699	001-411.0000.63060	13.70
<b>Dept 411 Total:</b>					<b>1,000.00</b>
Dept: 412 Information Systems					
<a href="#">C140</a>	CDW Government Inc.				
APMWB	Check	<a href="#">FZ21738</a>	Firewall maintenance renewal	001-412.0000.66014	5,073.00
<b>Dept 412 Total:</b>					<b>5,073.00</b>
Dept: 413 General Services					
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">281185163001</a>	Recharge for Replacement Copy Paper-- PO05699	001-413.0000.63060	18.25
		<a href="#">284224640001</a>	Return on Damaged Copy Paper-- PO05699	001-413.0000.63060	-18.25
<b>Dept 413 Total:</b>					<b>0.00</b>
Dept: 414 Finance					
<a href="#">A4280</a>	Anderson Bros. CPA's				
APMWB	Check	<a href="#">8313</a>	Audit Progress Billing	001-414.0000.62091	3,000.00
<a href="#">C291</a>	Coeur d' Alene Press				
APMWB	Check	<a href="#">I00530769-05062022</a>	Budget Amendment 2 from May 2022	001-414.0000.62000	161.70
		<a href="#">I00547490-07292022</a>	NOPH Budget 22-23 from July 2022	001-414.0000.62000	612.80
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">286573285001</a>	Office supplies-HR	001-414.0000.63060	17.02
		<a href="#">286561903001</a>	Office Supplies-Finance	001-414.0000.63060	197.13
<a href="#">P4835</a>	ProPrint				
APMWB	Check	<a href="#">62259</a>	Envelopes-Finance	001-414.0000.63050	186.00
<b>Dept 414 Total:</b>					<b>4,174.65</b>
Dept: 415 City Clerk					
<a href="#">C291</a>	Coeur d' Alene Press				
APMWB	Check	<a href="#">0000004102-123020</a>	Printing of Ordinance 1473	001-415.0000.62000	35.72
		<a href="#">0000004109-123020</a>	Printing of Ordinance 1472	001-415.0000.62000	88.85
		<a href="#">0000004103-123020</a>	Printing of Ordinance 1474	001-415.0000.62000	76.83
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">284224640001</a>	Return on Damaged Copy Paper-- PO05699	001-415.0000.66050	-9.13
		<a href="#">281185163001</a>	Recharge for Replacement Copy Paper-- PO05699	001-415.0000.66050	9.13
<b>Dept 415 Total:</b>					<b>201.40</b>
Dept: 418 Human Resources					
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">284224640001</a>	Return on Damaged Copy Paper-- PO05699	001-418.0000.63060	-18.26
		<a href="#">281185163001</a>	Recharge for Replacement Copy Paper-- PO05699	001-418.0000.63060	18.26
		<a href="#">286573285001</a>	Office supplies-HR	001-418.0000.63060	17.02
<b>Dept 418 Total:</b>					<b>17.02</b>
Dept: 421 Police					
<a href="#">N276</a>	Access Information Protected				
APMWB	Check	<a href="#">9896497</a>	Shredding services	001-421.0000.68010	58.00
<a href="#">C220</a>	Coleman Oil Co				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount	
<u>C4106</u>	APMWB	Check	CL47331	PD fuel	001-421.0000.64030	5,079.69
	APMWB	Check	TR-RTN000746	Credit for return of testing supplies	001-421.0000.64020	-35.00
			TR-RTN000869	Credit for returned items	001-421.0000.64020	-35.00
			TR-INV001458	Officer applicant testing	001-421.0000.64020	513.70
			TR-INV001487		001-421.0000.64020	101.20
<u>VEN04300</u>	CW Wraps & Marketing, Inc					
	APMWB	Check	15532	Business cards - Mackabee/Esparza	001-421.0000.63210	110.00
<u>VEN02615</u>	Dr. Lou Sowers					
	APMWB	Check	2013227	Officer debriefing - Nigh	001-421.0000.62260	250.00
<u>G020</u>	Galls, LLC					
	APMWB	Check	022622560	Patrol jacket - Allen	001-421.4000.72000	157.77
<u>I153</u>	Idaho State Police					
	APMWB	Check	S23065894	Quarterly ILETS fee	001-421.0000.67310	14,012.50
<u>VEN09941</u>	Jacque Panza					
	APMWB	Check	011823	Chaplain stipend - 2 weeks in December	001-421.0000.62370	50.00
<u>VEN07726</u>	Jon Dekeles					
	APMWB	Check	011823	Chaplain stipend - 2 weeks in December	001-421.0000.62370	50.00
<u>K080</u>	Knudtsen Chevrolet and GMAC					
	APMWB	Check	5511590	Pipes - PD shop stock	001-421.0000.67100	151.78
<u>VEN03843</u>	Lexipol LLC					
	APMWB	Check	INVLEX14798	Annual policy updates	001-421.0000.64020	8,973.48
<u>L070</u>	LexisNexis Matthew Bender					
	APMWB	Check	35249420	Idaho court rules supplemental book	001-421.0000.63010	72.08
<u>VEN14726</u>	Lloyd's Automotive					
	APMWB	Check	115854	Tires - PFPD125	001-421.0000.67190	734.91
<u>N001</u>	Napa Auto Parts					
	APMWB	Check	3688-208290	Door actuator - PFPD1	001-421.0000.67100	36.26
			3688-209377	Oil filters - Shop stock	001-421.0000.67100	63.30
			3688-208420	Cabin air filter - PFPD106	001-421.0000.67100	70.04
			3688-209393	Brake sealent - shop stock	001-421.0000.67100	72.70
			3688-208133	Battery - PFPD147	001-421.0000.67100	138.54
			3688-208135		001-421.0000.67100	138.54
			3688-208566	Battery - PFPD104	001-421.0000.67100	138.54
			3688-208157	Brake fluid - stock	001-421.0000.67100	46.40
			3688-207549	Caliper - PFPD115	001-421.0000.67100	168.79
			3688-208533	Belt - PFPD136	001-421.0000.67100	45.75
			3688-207524	Credit for battery warranty	001-421.0000.67100	-333.38
			3688-207372	Credit for core returns	001-421.0000.67100	-54.00
			3688-209375	Rotorkit - PFPD105	001-421.0000.67100	227.81
<u>V040</u>	ODP Business Solutions					
	APMWB	Check	285637536001	Office Supplies-PD	001-421.0000.63060	134.38
			285636514001		001-421.0000.63060	75.19
			285637537001		001-421.0000.66042	455.56
<u>VEN01379</u>	O'Reilly Auto Parts					
	APMWB	Check	3829-450762	Fluid reservoir - PFPD110	001-421.0000.67100	32.97
			3829-459741	Alternator - PFPD100	001-421.0000.67100	232.68
			3829-451309	Credit for returns	001-421.0000.67100	-134.06
			3829-448341	Spark plugs - Rathdrum mtn	001-421.0000.67100	41.52
<u>VEN04390</u>	Personnel Evaluation, Inc.					
	APMWB	Check	46554	Applicant testing	001-421.0000.64020	25.00
<u>P4384</u>	Proforce Law Enforcement					
	APMWB	Check	502487	Holsters	001-421.0000.67020	1,064.52
<u>R1541</u>	Ricoh USA Inc.					
	APMWB	Check	37511841	PFPD Copier Lease (2) 2/1 - 2/28	001-421.0000.66050	189.59
			37509557	PFPD Copier Lease Contract 2/1 - 2/28	001-421.0000.66050	189.59
			37525670	PFPD Copier Lease (3) 2/1- 2/28	001-421.0000.66050	122.14
<u>VEN12205</u>	SpectraSite Communications, LLC					
	APMWB	Check	4119487	Herborn Tower Rental	001-421.0000.62040	631.13
<u>VEN04421</u>	SPHControls					
	APMWB	Check	64592	PD Air handler troubleshooting	001-421.0000.68030	817.90

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">VEN14328</a>	ZaccWorks				
APMWB	Check	<a href="#">2023-0118A</a>	Monthly website maintenance	001-421.0000.66043	125.00
		<a href="#">2023-0118B</a>	Monthly server maintenance	001-421.0000.66043	135.00
<b>Dept 421 Total:</b>					<b>35,142.51</b>
Dept: 423 Oasis					
<a href="#">VEN02102</a>	Stevens, Randi M.				
APMWB	Check	<a href="#">712</a>	VSU Group counseling	001-423.1153.68400	652.00
<a href="#">VEN14365</a>	Valiant Law				
APMWB	Check	<a href="#">23-12370</a>	VSU client legal services	001-423.1153.68400	1,495.00
<b>Dept 423 Total:</b>					<b>2,147.00</b>
Dept: 427 Animal Control					
<a href="#">VEN14369</a>	Better Together Animal Alliance				
APMWB	Check	<a href="#">PF32</a>	Animal shelter vaccines	001-427.0000.63000	732.47
<a href="#">C220</a>	Coleman Oil Co				
APMWB	Check	<a href="#">CL47331</a>	PD fuel	001-427.0000.64030	161.46
<b>Dept 427 Total:</b>					<b>893.93</b>
Dept: 431 Streets					
<a href="#">A1395</a>	Advanced Compressor & Hose Inc				
APMWB	Check	<a href="#">90485</a>	Matco Ball valve	001-431.0000.68080	166.38
<a href="#">A365</a>	American On-Site Services				
APMWB	Check	<a href="#">493618</a>	Monthly PortaPotty Service	001-431.0000.68130	63.60
<a href="#">A497</a>	Arrow Construction Supply, Inc				
APMWB	Check	<a href="#">358680</a>	EZ Street Cold Mix	001-431.0000.68090	1,463.62
		<a href="#">359219</a>	EZ Street Cold Mix	001-431.0000.68090	1,344.00
<a href="#">A017</a>	A-Tec, Inc.				
APMWB	Check	<a href="#">5822</a>	Axis Intersection Camera	001-431.0000.68140	348.00
		<a href="#">5899 (2)</a>		001-431.0000.68140	1,769.19
		<a href="#">5899</a>		001-431.0000.68140	1,769.19
<a href="#">C3818</a>	Cooper Fabrication, Inc.				
APMWB	Check	<a href="#">24931</a>	fabricate 4 pins for plows	001-431.0000.63525	513.76
<a href="#">C38421</a>	Coral Sales Company				
APMWB	Check	<a href="#">INV-74667</a>	Pedestrian PushButton Replacements	001-431.0000.68140	1,030.00
<a href="#">VEN14063</a>	Custom Salt Solutions LLC				
APMWB	Check	<a href="#">11871a</a>	Type C road salt	001-431.0000.68080	884.50
<a href="#">VEN01329</a>	iWorQ Systems				
APMWB	Check	<a href="#">199421</a>	Fleet Management	001-431.0000.66016	2,115.00
<a href="#">VEN02593</a>	J.J. Keller				
APMWB	Check	<a href="#">9107651263</a>	Vehicle Inspection Books	001-431.0000.63000	529.17
<a href="#">P410</a>	Post Falls Highway District				
APMWB	Check	<a href="#">1736</a>	Mag Chloride & Sand Usage	001-431.0000.68080	81,822.33
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">338812/1</a>	Nails Bolts Nuts	001-431.0000.63260	17.97
		<a href="#">338808/1</a>		001-431.0000.63260	5.07
		<a href="#">339113/1</a>	Vise Swivel	001-431.0000.67090	40.49
		<a href="#">338914/1</a>	Space Heaters for Streets Offices	001-431.0000.68010	149.37
		<a href="#">339021/1</a>	10 x 1/2 SMSPHILTH	001-431.0000.68010	5.24
<a href="#">T090</a>	Thorco, Inc.				
APMWB	Check	<a href="#">1794960</a>	GFI - Mullan & Cecil	001-431.0000.68140	205.62
<a href="#">W090</a>	Welch Comer & Associates, Inc.				
APMWB	Check	<a href="#">41354110-008</a>	Spokane Street Rehab Welch Comer Invoice C	001-431.1811.95040	495.00
<b>Dept 431 Total:</b>					<b>94,737.50</b>
Dept: 433 Facility Maintenance					
<a href="#">VEN01373</a>	Intermountain Sign & Safety				
APMWB	Check	<a href="#">16288</a>	Saftey jackets	001-433.4000.72000	195.00
<b>Dept 433 Total:</b>					<b>195.00</b>
Dept: 434 Fleet Maintenance					

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>A1395</u>	Advanced Compressor & Hose Inc				
APMWB	Check	<u>Overpayment 2020 &amp;</u>	Post credits for over payments in 2020 & 2021	001-434.0000.63007	-103.79
<u>F145</u>	Freightliner Northwest- Spokane				
APMWB	Check	<u>PC001572641 01</u>	Filters for S556	001-434.0000.63011	489.72
<u>H250</u>	Hydraulics Plus				
APMWB	Check	<u>24798</u>	3" x 10" Cylinder	001-434.0000.63011	935.69
<u>VEN01329</u>	iWorQ Systems				
APMWB	Check	<u>199421</u>	Fleet Management	001-434.0000.66016	2,115.00
<u>K080</u>	Knudtsen Chevrolet and GMAC				
APMWB	Check	<u>5511529</u>	Fuse	001-434.0000.63011	23.52
				001-434.0000.63012	23.52
				001-434.0000.63013	23.52
<u>N001</u>	Napa Auto Parts				
APMWB	Check	<u>3688-205951</u>	Blue Def 55 Gallon	001-434.0000.63011	358.07
		<u>3688-200110</u>	Oil & Fuel filters	001-434.0000.63011	99.92
		<u>3688-210076</u>	Air Filter - S343	001-434.0000.63011	50.69
		<u>3688-205725</u>	silicone	001-434.0000.63011	15.30
		<u>3688-205952</u>	Blue Def 55 Gallon	001-434.0000.63011	358.07
		<u>3688-199765</u>	55 Gal HD 50 50 AF	001-434.0000.63011	126.64
		<u>3688-206090</u>	hyd/tor/comp fluid	001-434.0000.63011	449.99
		<u>3688-197700</u>	Oil & Fuel Filters for garage stock	001-434.0000.63011	116.00
		<u>3688-205723</u>	grease gun	001-434.0000.63012	124.79
		<u>3688-200110</u>	Oil & Fuel filters	001-434.0000.63012	99.92
		<u>3688-197700</u>	Oil & Fuel Filters for garage stock	001-434.0000.63012	115.00
		<u>3688-199765</u>	55 Gal HD 50 50 AF	001-434.0000.63012	126.64
		<u>3688-206090</u>	hyd/tor/comp fluid	001-434.0000.63012	449.99
		<u>3688-205725</u>	silicone	001-434.0000.63012	15.29
				001-434.0000.63013	15.29
		<u>3688-200110</u>	Oil & Fuel filters	001-434.0000.63013	99.91
		<u>3688-206090</u>	hyd/tor/comp fluid	001-434.0000.63013	449.00
		<u>3688-199765</u>	55 Gal HD 50 50 AF	001-434.0000.63013	126.63
		<u>3688-197700</u>	Oil & Fuel Filters for garage stock	001-434.0000.63013	115.00
		<u>3688-203637</u>	M18 Blower	001-434.0000.67090	179.53
		<u>3688-202636</u>	ice melt & adjustable wrenches	001-434.0000.67120	146.38
<u>B100</u>	Owen Equipment Company				
APMWB	Check	<u>00108946</u>	Sweeper S555 Repair	001-434.0000.67170	13,138.37
<u>VEN08121</u>	PacWest Machinery LLC				
APMWB	Check	<u>30411384</u>	Filter Cartridge - S344	001-434.0000.63011	721.64
		<u>30411223</u>	3/8-16 Flex Nuts & Speed nuts	001-434.0000.63011	182.73
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	<u>339073/1</u>	Nuts & Bolts	001-434.0000.63011	10.09
				001-434.0000.63012	10.09
				001-434.0000.63013	10.07
<u>T106</u>	Titan Truck Equipment				
APMWB	Check	<u>1340041</u>	Disc Shoe Assembly	001-434.0000.63012	123.90
<b>Dept 434 Total:</b>					<b>21,342.12</b>
Dept: 441 Urban Forestry					
<u>C130</u>	Coeur d'Alene Tractor				
APMWB	Check	<u>CDA-980435</u>	Chainsaw Maintenance Components	001-441.0000.67010	34.31
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	<u>338621/1</u>	Rod for Welding Project	001-441.0000.67090	8.09
<u>K0195</u>	The Kenerson Group				
APMWB	Check	<u>1210</u>	TreeWorks Software Annual Subscription	001-441.0000.66016	1,200.00
<b>Dept 441 Total:</b>					<b>1,242.40</b>
Dept: 442 Cemetery					
<u>VEN07745</u>	Memorial Monuments & Vaults Inc				
APMWB	Check	<u>99932</u>	December Headstones	001-442.0000.63760	4,149.00
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	<u>338859/1</u>	Chain/paint	001-442.0000.67030	67.56

Packet: APPKT10127 - AP Check Run 2.1.23  
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Check Date: 1/24/2023

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 443 Parks					
<a href="#">VEN11770</a>	Allplay Systems, LLC				
APMWB	Check	<a href="#">2022-222F</a>	Crown Pointe Playground Repair Parts	001-443.0000.68013	171.26
<a href="#">C280</a>	Coeur d'Alene Power Tool				
APMWB	Check	<a href="#">2-228210</a>	Hardware for shop	001-443.0000.67030	122.95
		<a href="#">2-228236</a>	Tools	001-443.0000.67090	413.00
<a href="#">C130</a>	Coeur d'Alene Tractor				
APMWB	Check	<a href="#">CDA-1068320</a>	Oil for Small Equipment	001-443.0000.66190	199.90
<a href="#">H070</a>	Harbor Freight Tools				
APMWB	Check	<a href="#">1004181</a>	Tools for Parks	001-443.0000.67090	78.03
<a href="#">I340</a>	Interstate Concrete & Asphalt				
APMWB	Check	<a href="#">824703</a>	5/8 Top Course	001-443.0000.68170	661.16
<a href="#">L109</a>	Lowe's Credit Services				
APMWB	Check	<a href="#">45628890 01.13.23</a>	Tools for Parks	001-443.0000.67090	37.02
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">285634497001</a>	Office Supplies-Parks	001-443.0000.63060	27.32
		<a href="#">285631437001</a>		001-443.0000.63060	100.24
<a href="#">P310</a>	Platt Electric Supply				
APMWB	Check	<a href="#">3P39240</a>	Box for Counter	001-443.0000.67030	35.13
<a href="#">R060</a>	Ragan Equipment Co.				
APMWB	Check	<a href="#">01-121933</a>	Backpack Blower Repair	001-443.0000.66190	43.73
<a href="#">R1691</a>	River City Paint & Decorating				
APMWB	Check	<a href="#">52188</a>	Paint for Parks	001-443.0000.68160	47.95
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">338760/1</a>	Propane for Warehouse	001-443.0000.64030	115.21
		<a href="#">338905/1</a>	Hardware for South Parks	001-443.0000.67030	18.35
		<a href="#">338728/1</a>	Hardware for Parks Shop	001-443.0000.67030	27.78
		<a href="#">339038/1</a>	Hardware for Q'emiln Door	001-443.0000.67030	12.26
		<a href="#">338741/1</a>	North Fountain Repair Parts	001-443.0000.67050	16.89
		<a href="#">339023/1</a>	Picnic Bench Repair	001-443.0000.67050	53.97
		<a href="#">339162/1</a>	Roller and Sealer for Meadows	001-443.0000.68160	37.95
		<a href="#">338800/1</a>	Irrigation materials	001-443.0000.68230	31.05
<a href="#">VEN14730</a>	Walker's Repair, LLC				
APMWB	Check	<a href="#">2276</a>	Generator Repair	001-443.0000.66190	470.00
<a href="#">Z026</a>	Ziegler Lumber Co #017				
APMWB	Check	<a href="#">387415</a>	Hardware for Mow Crew	001-443.0000.67030	21.78
		<a href="#">391176</a>	Lumber for Construction	001-443.0000.68160	32.80
<b>Dept 443 Total:</b>					<b>2,775.73</b>
Dept: 445 Recreation					
<a href="#">VEN02320</a>	BMI				
APMWB	Check	<a href="#">10881268</a>	Music Licensing	001-445.0000.62170	421.00
<a href="#">VEN14729</a>	Campivities				
APMWB	Check	<a href="#">INV- CTVTS191</a>	Scheduler subscription	001-445.0000.63080	960.00
<a href="#">R1541</a>	Ricoh USA Inc.				
APMWB	Check	<a href="#">5066572006</a>	Recreation Copier Usage 1/11 - 12/12	001-445.0000.66050	251.96
<a href="#">R169</a>	River City Lanes				
APMWB	Check	<a href="#">10/17/23</a>	January Contractual	001-445.0000.62040	163.80
<a href="#">S050</a>	Saturday Night Inc.				
APMWB	Check	<a href="#">103561</a>	Basketball T-shirts	001-445.0000.63430	1,264.70
		<a href="#">103557</a>	Basketball Shirts	001-445.0000.63430	1,134.00
		<a href="#">103555</a>	Basketball Tshirts	001-445.0000.63430	1,108.50
<a href="#">S054</a>	Schmidt, Sheila				
APMWB	Check	<a href="#">01/19/23</a>	Contractual Payment	001-445.1617.33339	2,172.80
<b>Dept 445 Total:</b>					<b>7,476.76</b>
Dept: 451 Planning & Zoning					
<a href="#">V040</a>	ODP Business Solutions				
APMWB	Check	<a href="#">286573285001</a>	Office supplies-HR	001-451.0000.63060	18.74

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<a href="#">VEN09501</a>	Yoke's Foods Inc				
APMWB	Check	<a href="#">05-1773377</a>	P&Z Public Hearing Meeting snack	001-451.0000.64010	15.96
<b>Dept 451 Total:</b>					<b>34.70</b>
Dept: 453 Engineering					
<a href="#">VEN14395</a>	Douglass Properties LLC				
APMWB	Check	<a href="#">HBDC-22-1</a>	Partial Refund HBDC-22-1	001-453.1752.33501	350.00
<b>Dept 453 Total:</b>					<b>350.00</b>
<b>Fund 001 Total:</b>					<b>181,020.28</b>
<b>Fund: 003 - PERSONNEL BENEFIT POOL</b>					
Dept: 482 Personnel Pool					
<a href="#">R1249</a>	Uprise Health				
APMWB	Check	<a href="#">274430</a>	EAP Program	003-482.4000.73000	1,647.75
<b>Dept 482 Total:</b>					<b>1,647.75</b>
<b>Fund 003 Total:</b>					<b>1,647.75</b>
<b>Fund: 038 - PARKS IMPACT FEES</b>					
Dept: 443 Parks					
<a href="#">VEN14069</a>	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	<a href="#">5202</a>	Sports Complex Phase 1	038-443.0000.94165	990.65
<b>Dept 443 Total:</b>					<b>990.65</b>
<b>Fund 038 Total:</b>					<b>990.65</b>
<b>Fund: 650 - RECLAIMED WATER OPERATING</b>					
Dept: 463 Wastewater Operating					
<a href="#">A090</a>	Accurate Testing Labs LLC				
APMWB	Check	<a href="#">129109</a>	Fecal Coliform, Total Solids	650-463.0000.68360	240.00
		<a href="#">129189</a>	January 2023 Monthly Comps	650-463.0000.68360	995.00
		<a href="#">129217</a>	Fecal Coliform & Total Solids	650-463.0000.68360	240.00
		<a href="#">129185</a>	Fecal Coliform, Total Solids	650-463.0000.68360	240.00
		<a href="#">129296</a>	Fecal Coliform & Total Solids	650-463.0000.68360	120.00
<a href="#">A1395</a>	Advanced Compressor & Hose Inc				
APMWB	Check	<a href="#">90301</a>	Plow -D104	650-463.0000.68010	65.36
<a href="#">A424</a>	Anatek Labs, Inc.				
APMWB	Check	<a href="#">2301060</a>	BLM @ Corbin Park	650-463.0000.68360	330.00
<a href="#">C064</a>	Cascade Columbia Distribution				
APMWB	Check	<a href="#">855346</a>	Ice Slicer Bag	650-463.0000.68010	330.00
<a href="#">C3090</a>	Columbia Electric Supply				
APMWB	Check	<a href="#">1120-1011950</a>	Adjustable Screwdriver/Socket Set	650-463.0000.67090	24.99
		<a href="#">1120-1010842</a>	ethernet switches	650-463.0000.68025	4,227.60
		<a href="#">1120-1011834</a>	Power Flex Comm	650-463.0000.68025	833.04
<a href="#">VEN14395</a>	Douglass Properties LLC				
APMWB	Check	<a href="#">HBDC-22-1</a>	Partial Refund HBDC-22-1	650-463.3305.39630	60.00
<a href="#">G098</a>	Grainger				
APMWB	Check	<a href="#">9560859283</a>	Portable Heater	650-463.0000.68025	331.25
<a href="#">G100</a>	Granich Engineering				
APMWB	Check	<a href="#">BI-0359868</a>	6" Gasket & Oil Seal	650-463.0000.68025	343.22
<a href="#">I129</a>	Idaho Rural Water Assoc.				
APMWB	Check	<a href="#">22893</a>	Chlorine Pumping System Training, Garrett & F	650-463.0000.64020	120.00
<a href="#">I2731</a>	Inland Environmental Resources				
APMWB	Check	<a href="#">2023-0031</a>	Magnesium Delivery	650-463.0000.63008	5,747.50
<a href="#">VEN06594</a>	Kootenai County Utilities Council				
APMWB	Check	<a href="#">1.7.2023</a>	Annual Dues	650-463.0000.62060	10.00
<a href="#">L060</a>	Les Schwab Central Billing Dep				
APMWB	Check	<a href="#">10500880067</a>	Skid Steer Tubless Tire	650-463.0000.67170	568.77
<a href="#">VEN12699</a>	Mike White Ford of Coeur d'Alene				
APMWB	Check	<a href="#">66864</a>	BT4Z*14450*BA Battery Bolt	650-463.0000.67170	19.20

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>N001</u>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-209409</a>	Skid Steer Oil & Fuel Filter	650-463.0000.67170	24.48
		<a href="#">3688-203636</a>	Retainer D104	650-463.0000.67170	6.44
		<a href="#">3688-209779</a>	Cleaner	650-463.0000.68025	70.48
<u>V040</u>	ODP Business Solutions				
APMWB	Check	<a href="#">285623850001</a>	Office supplies-Water/WW	650-463.0000.63060	21.76
		<a href="#">285623841001</a>		650-463.0000.63060	25.58
		<a href="#">285623849001</a>		650-463.0000.63060	25.19
		<a href="#">285620204001</a>		650-463.0000.63060	14.78
		<a href="#">285623836001</a>		650-463.0000.63060	32.70
		<a href="#">285623849001</a>		650-463.0000.63060	10.18
		<a href="#">285623836001</a>		650-463.0000.63060	92.07
<u>O040</u>	Overhead Door Company				
APMWB	Check	<a href="#">523800</a>	Repair Water Reclamation Garage Door	650-463.0000.68010	299.00
<u>O050</u>	Oxarc Inc.				
APMWB	Check	<a href="#">0031707863</a>	Power Cord	650-463.0000.63110	55.50
<u>P1001</u>	Pape Machinery				
APMWB	Check	<a href="#">14076841</a>	Filter - T303	650-463.0000.67170	82.16
<u>P180</u>	Perfection Tire				
APMWB	Check	<a href="#">1051923</a>	Oil Change - D104	650-463.0000.67170	73.23
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	<a href="#">338585/1</a>	Shop Supplies	650-463.0000.63400	61.00
		<a href="#">338682/1</a>	Shop Tools	650-463.0000.67090	101.68
		<a href="#">338875/1</a>	WWTP Supplies	650-463.0000.68025	79.65
		<a href="#">338921/1</a>	Floor Scraper	650-463.0000.68025	31.49
		<a href="#">338811/1</a>	Trash Can/ Outlet	650-463.0000.68025	88.17
		<a href="#">338730/1</a>	Spray Paint & Primer	650-463.0000.68025	14.47
<u>T106</u>	Titan Truck Equipment				
APMWB	Check	<a href="#">1339261</a>	Lift Cylinder	650-463.0000.67170	211.91
<u>T11390</u>	T-O Engineers, Inc.				
APMWB	Check	<a href="#">210756-14</a>	Community Forest 12/1/2022-12/31/2022	650-463.0000.62040	3,876.50
<u>Z026</u>	Ziegler Lumber Co #017				
APMWB	Check	<a href="#">388465</a>	Foam Plumbing & Scraper	650-463.0000.68025	30.11
<b>Dept 463 Total:</b>					<b>20,174.46</b>

Dept: 466 Wastewater - Collections

<u>N170</u>	North Idaho College				
APMWB	Check	<a href="#">WFT995378</a>	Wastewater Exam Ryan Lawrence	650-466.0000.64020	25.00
<u>VEN14678</u>	Pure Air Filtration, LLC				
APMWB	Check	<a href="#">INV/2023/014</a>	12th ave air filter silencer	650-466.0000.68021	1,700.00
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	<a href="#">338947/1</a>	Roughneck Tote	650-466.0000.63330	54.86
<b>Dept 466 Total:</b>					<b>1,779.86</b>

**Fund 650 Total: 21,954.32**

**Fund: 651 - RECLAIMED WATER CAPITAL - WWTP**

Dept: 463 Wastewater Operating

<u>VEN14395</u>	Douglass Properties LLC				
APMWB	Check	<a href="#">HBDC-22-1</a>	Partial Refund HBDC-22-1	651-463.3308.38625	5,983.00
<u>J105</u>	J-U-B Engineers, Inc.				
APMWB	Check	<a href="#">0159156</a>	Tertiary Upgrade JUB Invoice December 2022	651-463.3213.90015	114,838.60
		<a href="#">0159134</a>	Outfall Upgrade JUB Invoice December	651-463.6505.95520	1,129.62
<u>P050</u>	Panhandle Area Council				
APMWB	Check	<a href="#">32-PFLM</a>	Tertiary Upgrade PAC Invoice Dec 2022	651-463.3213.90015	1,871.00
<b>Dept 463 Total:</b>					<b>123,822.22</b>

**Fund 651 Total: 123,822.22**

**Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR**

Dept: 463 Wastewater Operating



Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>A435</u>	Andritz Separation Inc				
APMWB	Check	<u>8480116942/12/27/2</u>	Supplies- Wastewater	652-463.3231.95520	9,768.58
<u>VEN14395</u>	Douglass Properties LLC				
APMWB	Check	<u>HBDC-22-1</u>	Partial Refund HBDC-22-1	652-463.3308.38624	2,918.73
<u>VEN14727</u>	Terry Jordan				
APMWB	Check	<u>1002</u>	Corbin Lift Station Contruction Easement 23' In	652-463.3234.95520	18,000.00
<u>W090</u>	Welch Comer & Associates, Inc.				
APMWB	Check	<u>41354120-009</u>	Corbin Lift Station Welch Comer Invoice Nov/D	652-463.3234.95520	54,240.00
<b>Dept 463 Total:</b>					<b>84,927.31</b>
<b>Fund 652 Total:</b>					<b>84,927.31</b>

**Fund:** 700 - SANITATION  
 Dept: 461 Sanitation

<u>VEN07913</u>	CANNON HILL				
APMWB	Check	<u>35355</u>	Wood waste	700-461.0000.65050	416.00
<b>Dept 461 Total:</b>					<b>416.00</b>
<b>Fund 700 Total:</b>					<b>416.00</b>

**Fund:** 750 - WATER OPERATING  
 Dept: 462 Water Operating

<u>A090</u>	Accurate Testing Labs LLC				
APMWB	Check	<u>129209</u>	Coliform Presence/Absence	750-462.0000.68360	180.00
		<u>129356</u>		750-462.0000.68360	150.00
<u>G098</u>	Grainger				
APMWB	Check	<u>9572909316</u>	Detachable Cable Sleeve	750-462.0000.63280	1,380.70
		<u>9573164986</u>	Self-retracting lifeline, cross arm strap	750-462.0000.63280	935.85
		<u>9571157677</u>	Cloth Rags	750-462.0000.63280	42.33
		<u>9576031265</u>	Cordless Ratchet	750-462.0000.63280	247.01
		<u>9565258531</u>	Shop Supplies	750-462.0000.63280	300.84
		<u>9571157669</u>	Cloth Rags, Headlamp	750-462.0000.63280	539.98
		<u>9565209161</u>	Utility Cart, Blue Paint	750-462.0000.63280	579.98
<u>I110</u>	Idaho Fence Co, Inc.				
APMWB	Check	<u>46783</u>	Well 8 Repair	750-462.0000.68025	24.00
<u>VEN06594</u>	Kootenai County Utilities Council				
APMWB	Check	<u>1.7.2023</u>	Annual Dues	750-462.0000.62060	10.00
<u>V040</u>	ODP Business Solutions				
APMWB	Check	<u>285623836001</u>	Office supplies-Water/WW	750-462.0000.63060	9.99
		<u>288326946001</u>	Office Supplies-Water	750-462.0000.63060	565.04
		<u>285620204001</u>	Office supplies-Water/WW	750-462.0000.63060	43.29
<u>R251</u>	Serights Ace Hardware				
APMWB	Check	<u>338863/1</u>	Shop Supply	750-462.0000.63280	129.24
		<u>339026/1</u>	Ace Water Bottle	750-462.0000.63280	4.13
		<u>338734/1</u>	Well 7 Source Sample Port	750-462.0000.68025	22.12
<u>U145</u>	USABlue Book				
APMWB	Check	<u>225776</u>	3M 4' Ball Maker	750-462.0000.63280	1,133.21
<u>VEN10057</u>	USC Foundation				
APMWB	Check	<u>19716</u>	CCC Renewal Membership	750-462.0000.64020	262.25
<b>Dept 462 Total:</b>					<b>6,559.96</b>
<b>Fund 750 Total:</b>					<b>6,559.96</b>

**Fund:** 753 - WATER CAPITAL  
 Dept: 462 Water Operating

<u>J105</u>	J-U-B Engineers, Inc.				
APMWB	Check	<u>0159254</u>	Well House 11 JUB Invoice December	753-462.3224.95550	15,537.40
<b>Dept 462 Total:</b>					<b>15,537.40</b>
<b>Fund 753 Total:</b>					<b>15,537.40</b>





Fund	Account	Amount
001 - GENERAL FUND		
	001-411.0000.62060	1,000.00
	001-411.0000.63060	0.00
	001-412.0000.66014	5,073.00
	001-413.0000.63060	0.00
	001-414.0000.62000	774.50
	001-414.0000.62091	3,000.00
	001-414.0000.63050	186.00
	001-414.0000.63060	214.15
	001-415.0000.62000	201.40
	001-415.0000.66050	0.00
	001-418.0000.63060	17.02
	001-421.0000.62040	631.13
	001-421.0000.62260	250.00
	001-421.0000.62370	100.00
	001-421.0000.63010	72.08
	001-421.0000.63060	209.57
	001-421.0000.63210	110.00
	001-421.0000.64020	9,543.38
	001-421.0000.64030	5,079.69
	001-421.0000.66042	455.56
	001-421.0000.66043	260.00
	001-421.0000.66050	501.32
	001-421.0000.67020	1,064.52
	001-421.0000.67100	1,084.18
	001-421.0000.67190	734.91
	001-421.0000.67310	14,012.50
	001-421.0000.68010	58.00
	001-421.0000.68030	817.90
	001-421.4000.72000	157.77
	001-423.1153.68400	2,147.00
	001-427.0000.63000	732.47
	001-427.0000.64030	161.46
	001-431.0000.63000	529.17
	001-431.0000.63260	23.04
	001-431.0000.63525	513.76
	001-431.0000.66016	2,115.00
	001-431.0000.67090	40.49
	001-431.0000.68010	154.61
	001-431.0000.68080	82,873.21
	001-431.0000.68090	2,807.62
	001-431.0000.68130	63.60
	001-431.0000.68140	5,122.00
	001-431.1811.95040	495.00
	001-433.4000.72000	195.00
	001-434.0000.63007	-103.79
	001-434.0000.63011	3,938.07
	001-434.0000.63012	1,089.14
	001-434.0000.63013	839.42
	001-434.0000.66016	2,115.00
	001-434.0000.67090	179.53
	001-434.0000.67120	146.38
	001-434.0000.67170	13,138.37
	001-441.0000.66016	1,200.00
	001-441.0000.67010	34.31
	001-441.0000.67090	8.09
	001-442.0000.63760	4,149.00

001-442.0000.67030	67.56
001-443.0000.63060	127.56
001-443.0000.64030	115.21
001-443.0000.66190	713.63
001-443.0000.67030	238.25
001-443.0000.67050	70.86
001-443.0000.67090	528.05
001-443.0000.68013	171.26
001-443.0000.68160	118.70
001-443.0000.68170	661.16
001-443.0000.68230	31.05
001-445.0000.62040	163.80
001-445.0000.62170	421.00
001-445.0000.63080	960.00
001-445.0000.63430	3,507.20
001-445.0000.66050	251.96
001-445.1617.33339	2,172.80
001-451.0000.63060	18.74
001-451.0000.64010	15.96
001-453.1752.33501	350.00
<b>Fund 001 Total:</b>	<b>181,020.28</b>
003 - PERSONNEL BENEFIT POOL	
003-482.4000.73000	1,647.75
<b>Fund 003 Total:</b>	<b>1,647.75</b>
038 - PARKS IMPACT FEES	
038-443.0000.94165	990.65
<b>Fund 038 Total:</b>	<b>990.65</b>
650 - RECLAIMED WATER OPERATING	
650-463.0000.62040	3,876.50
650-463.0000.62060	10.00
650-463.0000.63008	5,747.50
650-463.0000.63060	222.26
650-463.0000.63110	55.50
650-463.0000.63400	61.00
650-463.0000.64020	120.00
650-463.0000.67090	126.67
650-463.0000.67170	986.19
650-463.0000.68010	694.36
650-463.0000.68025	6,049.48
650-463.0000.68360	2,165.00
650-463.3305.39630	60.00
650-466.0000.63330	54.86
650-466.0000.64020	25.00
650-466.0000.68021	1,700.00
<b>Fund 650 Total:</b>	<b>21,954.32</b>
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3213.90015	116,709.60
651-463.3308.38625	5,983.00
651-463.6505.95520	1,129.62
<b>Fund 651 Total:</b>	<b>123,822.22</b>
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3231.95520	9,768.58
652-463.3234.95520	72,240.00
652-463.3308.38624	2,918.73
<b>Fund 652 Total:</b>	<b>84,927.31</b>
700 - SANITATION	
700-461.0000.65050	416.00
<b>Fund 700 Total:</b>	<b>416.00</b>
750 - WATER OPERATING	
750-462.0000.62060	10.00
750-462.0000.63060	618.32
750-462.0000.63280	5,293.27
750-462.0000.64020	262.25
750-462.0000.68025	46.12
750-462.0000.68360	330.00
<b>Fund 750 Total:</b>	<b>6,559.96</b>

753 - WATER CAPITAL

753-462.3224.95550

	15,537.40
<b>Fund 753 Total:</b>	<b>15,537.40</b>
<b>Report Total:</b>	<b>436,875.89</b>

# Post Falls Check Approval



City of Post Falls

Packet: APPKT10157 - AP Check Run 1.30.23 CR 2.8.23  
 Vendor Set: 01 - Vendor Set 01

Check Date: 1/30/2023

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<b>Fund: 001 - GENERAL FUND</b>							
Dept: 411 Mayor & Council							
<a href="#">T146</a>	Level 3 Communications	APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-411.0000.65030	27.98
<b>Dept 411 Total:</b>							<b>27.98</b>
Dept: 412 Information Systems							
<a href="#">T146</a>	Level 3 Communications	APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-412.0000.65030 001-412.0000.65040	55.96 511.00
<b>Dept 412 Total:</b>							<b>566.96</b>
Dept: 413 General Services							
<a href="#">T146</a>	Level 3 Communications	APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-413.0000.65030	83.93
<b>Dept 413 Total:</b>							<b>83.93</b>
Dept: 414 Finance							
<a href="#">T146</a>	Level 3 Communications	APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-414.0000.65030	307.36
<b>Dept 414 Total:</b>							<b>307.36</b>
Dept: 415 City Clerk							
<a href="#">C291</a>	Coeur d' Alene Press	APMWB	Check	<a href="#">0000004103-123020</a>	To fix posting error on referenced invoice	001-415.0000.62000	-0.30
<a href="#">T146</a>	Level 3 Communications	APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-415.0000.65030	55.96
<b>Dept 415 Total:</b>							<b>55.66</b>
Dept: 417 Media/Cable Franchise							
<a href="#">T146</a>	Level 3 Communications	APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-417.0000.65030	55.94
<b>Dept 417 Total:</b>							<b>55.94</b>
Dept: 418 Human Resources							
<a href="#">T146</a>	Level 3 Communications	APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-418.0000.65030	55.96
<b>Dept 418 Total:</b>							<b>55.96</b>
Dept: 421 Police							
<a href="#">C220</a>	Coleman Oil Co	APMWB	Check	<a href="#">INV-073934 Labor</a>	Labor charge not paid with original check	001-421.0000.64030	80.00
<a href="#">F030</a>	FedEx	APMWB	Check	<a href="#">940356751413</a>	Postage to US Attys office	001-421.0000.63070	39.16
<a href="#">G020</a>	Galls, LLC	APMWB	Check	<a href="#">023192984</a>	Jumpsuit - Casey	001-421.4000.72000	597.59
				<a href="#">023192983</a>	Jumpsuit - Esparza	001-421.4000.72000	597.59
				<a href="#">023147709</a>	Jumpsuit taser pockets	001-421.4000.72000	59.04
				<a href="#">023193000</a>	Patrol pants - Woods	001-421.4000.72020	158.40
<a href="#">VEN14071</a>	Medtech Forensics, Inc	APMWB	Check	<a href="#">39265</a>	Gloves and Masks	001-421.0000.63110	20,335.00
				<a href="#">39264</a>		001-421.0000.63110	525.00
<a href="#">R2161</a>	Rose City Label	APMWB	Check	<a href="#">157729</a>	Badge stickers	001-421.0000.63590	245.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
<a href="#">T118</a>	TPI Embroidery				
APMWB	Check	<a href="#">18837</a>	Patrol hat - Mack	001-421.4000.72000	22.00
<b>Dept 421 Total:</b>					<b>22,658.78</b>
Dept: 423 Oasis					
<a href="#">VEN14733</a>	Decker Law Offices				
APMWB	Check	<a href="#">137</a>	VSU client legal services	001-423.1153.68400	1,495.00
<b>Dept 423 Total:</b>					<b>1,495.00</b>
Dept: 424 Legal					
<a href="#">T146</a>	Level 3 Communications				
APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-424.0000.65030	167.67
<b>Dept 424 Total:</b>					<b>167.67</b>
Dept: 431 Streets					
<a href="#">T146</a>	Level 3 Communications				
APMWB	Check	<a href="#">624982725</a>	Water Treatment & Streets Dept 1/24 - 2/23	001-431.0000.65030	137.32
<a href="#">N008</a>	National Barricade & Sign Co				
APMWB	Check	<a href="#">214068</a>	14 Gauge Square Tube Post	001-431.0000.63260	136.00
<b>Dept 431 Total:</b>					<b>273.32</b>
Dept: 432 Public Works Administration					
<a href="#">T146</a>	Level 3 Communications				
APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-432.0000.65030	83.73
<b>Dept 432 Total:</b>					<b>83.73</b>
Dept: 433 Facility Maintenance					
<a href="#">T146</a>	Level 3 Communications				
APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-433.0000.65030	83.73
<b>Dept 433 Total:</b>					<b>83.73</b>
Dept: 434 Fleet Maintenance					
<a href="#">A0001</a>	Alsco				
APMWB	Check	<a href="#">LSPO2586998</a>	Uniforms & Rugs	001-434.0000.63160	73.77
<a href="#">VEN14736</a>	Cintas Corporation No. 3				
APMWB	Check	<a href="#">4143633910</a>	Uniforms & Rugs	001-434.0000.63160	56.41
<a href="#">F145</a>	Freightliner Northwest- Spokane				
APMWB	Check	<a href="#">SR001115509_01</a>	Repair of S219	001-434.0000.67170	690.65
<a href="#">N001</a>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-211448</a>	Headlight bulbs - S123	001-434.0000.63011	55.45
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">339198/1</a>	Stop nuts	001-434.0000.63011	5.38
				001-434.0000.63012	5.38
				001-434.0000.63013	5.38
		<a href="#">339242/1</a>	libman broom	001-434.0000.63060	13.49
<b>Dept 434 Total:</b>					<b>905.91</b>
Dept: 435 GIS					
<a href="#">T146</a>	Level 3 Communications				
APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-435.0000.65030	27.98
<b>Dept 435 Total:</b>					<b>27.98</b>
Dept: 441 Urban Forestry					
<a href="#">C360</a>	Consolidated Supply Co.				
APMWB	Check	<a href="#">S00914633.001, 2, 3</a>	Credit for S00914633.001, 002, 003,004	001-441.0000.68230	-167.28
<a href="#">I1117</a>	Idaho Nursery & Landscape Assn				
APMWB	Check	<a href="#">03136</a>	Horticulture Expo	001-441.0000.64020	860.00
<a href="#">T146</a>	Level 3 Communications				
APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-441.0000.65030	55.96
<b>Dept 441 Total:</b>					<b>748.68</b>

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 442 Cemetery					
<a href="#">T146</a>	Level 3 Communications				
APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-442.0000.65030	55.96
<b>Dept 442 Total:</b>					<b>55.96</b>
Dept: 443 Parks					
<a href="#">C360</a>	Consolidated Supply Co.				
APMWB	Check	<a href="#">S011199120.003</a>	Plumbing Return	001-443.0000.68250	-57.46
		<a href="#">S011199120.001</a>	Plumbing Parts for Beck Park	001-443.0000.68250	172.71
		<a href="#">S011199120.002</a>	Beck Plumbing Part	001-443.0000.68250	86.34
<a href="#">C410</a>	Country Lock & Key, Inc.				
APMWB	Check	<a href="#">10925</a>	Keys for Parks	001-443.0000.67030	5.98
<a href="#">F020</a>	Fastenal Company				
APMWB	Check	<a href="#">IDCOE173357</a>	Gloves for Safety	001-443.0000.63110	79.28
<a href="#">T146</a>	Level 3 Communications				
APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-443.0000.65030	279.58
<a href="#">VEN14123</a>	PlayCreation, Inc.				
APMWB	Check	<a href="#">2301-11481</a>	Tullamore Playground Parts	001-443.0000.68013	207.07
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">339255/1</a>	Cleaning product	001-443.0000.63150	5.72
		<a href="#">339254/1</a>	Hardware for Shop	001-443.0000.67030	39.67
		<a href="#">339287/1</a>	Hardware for Warehouse	001-443.0000.67030	49.48
<a href="#">Z026</a>	Ziegler Lumber Co #017				
APMWB	Check	<a href="#">393248</a>	Hardware & lumber for Parks	001-443.0000.67030	272.58
		<a href="#">392560</a>	Hardware for Shop	001-443.0000.68160	214.98
		<a href="#">393137</a>	Door for Lean-to	001-443.0000.68160	372.00
<b>Dept 443 Total:</b>					<b>1,727.93</b>
Dept: 445 Recreation					
<a href="#">T146</a>	Level 3 Communications				
APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-445.0000.65030	167.67
<b>Dept 445 Total:</b>					<b>167.67</b>
Dept: 451 Planning & Zoning					
<a href="#">T146</a>	Level 3 Communications				
APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-451.0000.65030	139.89
<b>Dept 451 Total:</b>					<b>139.89</b>
Dept: 452 Building Inspector					
<a href="#">T146</a>	Level 3 Communications				
APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-452.0000.65030	167.67
<b>Dept 452 Total:</b>					<b>167.67</b>
Dept: 453 Engineering					
<a href="#">T146</a>	Level 3 Communications				
APMWB	Check	<a href="#">624980343</a>	City Hall 1/24 - 2/23	001-453.0000.65030	139.89
<b>Dept 453 Total:</b>					<b>139.89</b>
Dept: 454 Community Development Admin					
<a href="#">VEN14013</a>	Bluebeam, Inc				
APMWB	Check	<a href="#">1545307</a>	Bluebeam Annual Maintenance	001-454.0000.66016	4,770.00
<b>Dept 454 Total:</b>					<b>4,770.00</b>
Dept: 481 Capital Improvements/Contracts					
<a href="#">VEN14044</a>	Glacier Bay Electric LLC				
APMWB	Check	<a href="#">101022</a>	Parking lot light upgrade	001-481.0000.68395	1,132.00
<a href="#">W090</a>	Welch Comer & Associates, Inc.				
APMWB	Check	<a href="#">41354100-007</a>	41354100-007 Water Tower Parking	001-481.0000.95015	1,500.00
<b>Dept 410 Total:</b>					<b>2,632.00</b>



Packet: APPKT10157 - AP Check Run 1.30.23 CR 2.8.23

Check Date: 1/30/2023

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<b>Fund: 002 - COMPREHENSIVE LIABILITY</b>					
Dept: 410 General Government Services					
<a href="#">B160</a>	Body By Scotty Towing				
APMWB	Check	<a href="#">44492</a>	Vehicle repairs - PFPD104	002-410.0000.62280	4,364.59
<b>Dept 410 Total:</b>					<b>4,364.59</b>
<b>Fund 002 Total:</b>					<b>4,364.59</b>
<b>Fund: 003 - PERSONNEL BENEFIT POOL</b>					
Dept: 482 Personnel Pool					
<a href="#">T345</a>	Tyler Technologies				
APMWB	Check	<a href="#">025-406549</a>	Tyler Annual Software	003-482.0000.64020	11,859.75
<b>Dept 482 Total:</b>					<b>11,859.75</b>
<b>Fund 003 Total:</b>					<b>11,859.75</b>
<b>Fund: 007 - DRUG SEIZURE PROGRAM</b>					
Balance Sheet Accounts					
<a href="#">VEN14734</a>	Kimberly Holladay				
APMWB	Check	<a href="#">22PF02199</a>	**Do Not Mail ** Return to PD for Evidence pro007-20020		280.00
<b>Balance Sheet Accounts Total:</b>					<b>280.00</b>
<b>Fund 007 Total:</b>					<b>280.00</b>
<b>Fund: 650 - RECLAIMED WATER OPERATING</b>					
Dept: 463 Wastewater Operating					
<a href="#">A090</a>	Accurate Testing Labs LLC				
APMWB	Check	<a href="#">129188</a>	Cyanide 4500CN E	650-463.0000.68360	160.00
<a href="#">A424</a>	Anatek Labs, Inc.				
APMWB	Check	<a href="#">2301015</a>	Buck Knives 1/11/2023 Resample	650-463.0000.68360	65.00
<a href="#">C291</a>	Coeur d' Alene Press				
APMWB	Check	<a href="#">0000004514-011320</a>	Industrial Pretreatment - Burley Notice	650-463.0000.68360	54.97
<a href="#">VEN14277</a>	Correct Equipment, Inc				
APMWB	Check	<a href="#">48548</a>	Crush Washer, Screw/Seal Plugs	650-463.0000.68025	359.33
<a href="#">F020</a>	Fastenal Company				
APMWB	Check	<a href="#">IDCOE172733</a>	DNO Tag	650-463.0000.68025	135.56
<a href="#">F030</a>	FedEx				
APMWB	Check	<a href="#">2-123-07050</a>	Freight - Lab to AXYS Analytical	650-463.0000.68360	422.63
<a href="#">H030</a>	Hach Company				
APMWB	Check	<a href="#">13433032</a>	Lab Test Supplies	650-463.0000.63400	547.81
<a href="#">T146</a>	Level 3 Communications				
APMWB	Check	<a href="#">624982725</a>	Water Treatment & Streets Dept 1/24 - 2/23	650-463.0000.65030	274.63
<a href="#">N001</a>	Napa Auto Parts				
APMWB	Check	<a href="#">3688-210808</a>	BDP Gear Box Treatment	650-463.0000.68025	33.76
<a href="#">N040</a>	NCL of Wisconsin, Inc.				
APMWB	Check	<a href="#">481353</a>	Lab Supplies	650-463.0000.63400	1,035.96
<a href="#">N130</a>	North Coast Electric Company				
APMWB	Check	<a href="#">S012335937.001</a>	SOOW Cord & Shop Supply	650-463.0000.68025	332.46
<a href="#">VEN12936</a>	Rocky Mountain Valve & Automation, Inc				
APMWB	Check	<a href="#">15981-21309</a>	Bonomi Quarter Turn Electric Actuator, 120 Va	650-463.0000.68025	422.18
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">339044/1</a>	Treatment Supplies	650-463.0000.68025	60.25
<a href="#">U142</a>	UPS				
APMWB	Check	<a href="#">1637205343</a>	Past Due Fee for Inv 1629658692	650-463.0000.68360	6.04
<a href="#">U145</a>	USABlue Book				
APMWB	Check	<a href="#">232988</a>	Skimming Net	650-463.0000.68025	98.84
<a href="#">Z026</a>	Ziegler Lumber Co #017				
APMWB	Check	<a href="#">391177</a>	Treatment/Cribbing	650-463.0000.68025	80.30

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 466 Wastewater - Collections					
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">339125/1</a>	Collections/Greensferry LS Supplies	650-466.0000.63006	33.21
<b>Dept 466 Total:</b>					<b>33.21</b>
Dept: 468 Wastewater - Surface Water					
<a href="#">F1275</a>	Fox Trailer Sales				
APMWB	Check	<a href="#">400333</a>	Bolt on D-ring, Surface Water/F550-D200	650-468.0000.68380	42.00
<a href="#">R251</a>	Serights Ace Hardware				
APMWB	Check	<a href="#">339013/1</a>	Surface Water Supplies	650-468.0000.66190	27.25
		<a href="#">339170/1</a>	Surfacewater - F550 D200	650-468.0000.68380	23.16
<b>Dept 468 Total:</b>					<b>92.41</b>
<b>Fund 650 Total:</b>					<b>4,215.34</b>
<b>Fund: 651 - RECLAIMED WATER CAPITAL - WWTP</b>					
Dept: 463 Wastewater Operating					
<a href="#">VEN14291</a>	Sletten Construction Company				
APMWB	Check	<a href="#">AFP-026</a>	Tertiary Upgrade Sletten Pay App #26	651-463.3213.90015	780,734.64
<b>Dept 463 Total:</b>					<b>780,734.64</b>
<b>Fund 651 Total:</b>					<b>780,734.64</b>
<b>Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR</b>					
Dept: 463 Wastewater Operating					
<a href="#">T11390</a>	T-O Engineers, Inc.				
APMWB	Check	<a href="#">200143-32</a>	Ponderosa T-O Invoice Dec 2022	652-463.3214.95520	9,561.10
		<a href="#">210583-11</a>	Bentley T-O Invoice Dec 2022	652-463.3230.95520	2,030.00
<b>Dept 463 Total:</b>					<b>11,591.10</b>
<b>Fund 652 Total:</b>					<b>11,591.10</b>
<b>Fund: 750 - WATER OPERATING</b>					
Dept: 462 Water Operating					
<a href="#">A090</a>	Accurate Testing Labs LLC				
APMWB	Check	<a href="#">129390</a>	Coliform Presence/Absence	750-462.0000.68360	150.00
<a href="#">T146</a>	Level 3 Communications				
APMWB	Check	<a href="#">624982725</a>	Water Treatment & Streets Dept 1/24 - 2/23	750-462.0000.65030	137.32
<a href="#">U145</a>	USABlue Book				
APMWB	Check	<a href="#">231135</a>	Hydrant Locks	750-462.0000.80090	436.40
		<a href="#">231382</a>		750-462.0000.80090	105.90
<b>Dept 462 Total:</b>					<b>829.62</b>
<b>Fund 750 Total:</b>					<b>829.62</b>
<b>Report Total:</b>					<b>851,274.64</b>



Fund	Account	Amount
001 - GENERAL FUND		
	001-411.0000.65030	27.98
	001-412.0000.65030	55.96
	001-412.0000.65040	511.00
	001-413.0000.65030	83.93
	001-414.0000.65030	307.36
	001-415.0000.62000	-0.30
	001-415.0000.65030	55.96
	001-417.0000.65030	55.94
	001-418.0000.65030	55.96
	001-421.0000.63070	39.16
	001-421.0000.63110	20,860.00
	001-421.0000.63590	245.00
	001-421.0000.64030	80.00
	001-421.4000.72000	1,276.22
	001-421.4000.72020	158.40
	001-423.1153.68400	1,495.00
	001-424.0000.65030	167.67
	001-431.0000.63260	136.00
	001-431.0000.65030	137.32
	001-432.0000.65030	83.73
	001-433.0000.65030	83.73
	001-434.0000.63011	60.83
	001-434.0000.63012	5.38
	001-434.0000.63013	5.38
	001-434.0000.63060	13.49
	001-434.0000.63160	130.18
	001-434.0000.67170	690.65
	001-435.0000.65030	27.98
	001-441.0000.64020	860.00
	001-441.0000.65030	55.96
	001-441.0000.68230	-167.28
	001-442.0000.65030	55.96
	001-443.0000.63110	79.28
	001-443.0000.63150	5.72
	001-443.0000.65030	279.58
	001-443.0000.67030	367.71
	001-443.0000.68013	207.07
	001-443.0000.68160	586.98
	001-443.0000.68250	201.59
	001-445.0000.65030	167.67
	001-451.0000.65030	139.89
	001-452.0000.65030	167.67
	001-453.0000.65030	139.89
	001-454.0000.66016	4,770.00
	001-481.0000.68395	1,132.00
	001-481.0000.95015	1,500.00
	<b>Fund 001 Total:</b>	<b>37,399.60</b>
002 - COMPREHENSIVE LIABILITY		
	002-410.0000.62280	4,364.59
	<b>Fund 002 Total:</b>	<b>4,364.59</b>
003 - PERSONNEL BENEFIT POOL		
	003-482.0000.64020	11,859.75
	<b>Fund 003 Total:</b>	<b>11,859.75</b>
007 - DRUG SEIZURE PROGRAM		
	007-20020	280.00
	<b>Fund 007 Total:</b>	<b>280.00</b>

650 - RECLAIMED WATER OPERATING		
650-463.0000.63400		1,583.77
650-463.0000.65030		274.63
650-463.0000.68025		1,522.68
650-463.0000.68360		708.64
650-466.0000.63006		33.21
650-468.0000.66190		27.25
650-468.0000.68380		65.16
	<b>Fund 650 Total:</b>	<b>4,215.34</b>
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3213.90015		780,734.64
	<b>Fund 651 Total:</b>	<b>780,734.64</b>
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3214.95520		9,561.10
652-463.3230.95520		2,030.00
	<b>Fund 652 Total:</b>	<b>11,591.10</b>
750 - WATER OPERATING		
750-462.0000.65030		137.32
750-462.0000.68360		150.00
750-462.0000.80090		542.30
	<b>Fund 750 Total:</b>	<b>829.62</b>
	<b>Report Total:</b>	<b>851,274.64</b>

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 2.8.23

1/12/2023	\$90.04	90800 AT&T- Long Distance	Pay Before Due Date	Various
1/12/2023	\$100,070.41	90801 AVISTA Utilities	Pay Before Due Date	Various
1/12/2023	\$133.10	90802 H & H Business Systems, Inc.	Pay Before Due Date	Various
1/12/2023	\$33.11	90803 H & H Business Systems, Inc.	Pay Before Due Date	001-443.0000.66061
1/12/2023	\$320.22	90804 Idaho State Tax Commission	Pay Before Due Date	001-22095
1/12/2023	\$30,412.42	90805 Kootenai Electric	Pay Before Due Date	Various
1/12/2023	\$584.40	90807 Post Falls Food Bank	Pay Before Due Date	001-22110
1/12/2023	\$306.19	90808 Ricoh USA Inc.	Pay Before Due Date	Various
1/12/2023	\$185.19	90809 Verizon Wireless	Pay Before Due Date	Various
1/12/2023	\$760.09	90810 Verizon Wireless	Pay Before Due Date	Various
1/12/2023	\$76.05	90811 Ziplly Fiber	Pay Before Due Date	650-463.0000.65030
1/12/2023	\$1,774.92	90812 AT&T Mobility	Pay Before Due Date	001-421.0000.65030
1/12/2023	\$1,369.00	90813 DSI Recycling Systems Inc	Check Lost in Mail	001-434.0000.68010
1/12/2023	\$2,635.05	90814 Ferguson Waterworks	Pay Before Due Date	750-462.0000.66012
1/12/2023	\$578.51	90815 Kootenai Electric	Pay Before Due Date	001-421.0000.65021
1/12/2023	\$40.00	90816 Shannon Howard	Check Lost in Mail	001-414.0000.62060
1/12/2023	\$2,324.26	90817 T-Mobile USA	Pay Before Due Date	001-421.0000.65030
1/12/2023	\$85.60	90818 Ziplly Fiber	Pay Before Due Date	001-421.0000.65030
1/12/2023	\$289.91	90819 Ziplly Fiber	Pay Before Due Date	001-421.0000.65030
1/12/2023	\$163.50	90820 Ziplly Fiber	Pay Before Due Date	001-421.0000.65030
1/19/2023	\$1,017.18	90827 Power City Electric, Inc	Pay Before Due Date	001-443.0000.62180
1/19/2023	\$159.98	90828 Spectrum	Pay Before Due Date	001-421.0000.65030
1/19/2023	\$616.00	90829 Ziplly Fiber	Pay Before Due Date	001-421.0000.65030
1/19/2023	\$1,147.22	90830 Ziplly Fiber	Pay Before Due Date	001-421.0000.65030
1/19/2023	\$10,259.76	90831 AVISTA Utilities	Pay Before Due Date	Various
1/19/2023	\$16.94	90832 Charter Communications	Pay Before Due Date	001-417.0000.63080
1/19/2023	\$148.93	90833 Charter Communications	Pay Before Due Date	001-442.0000.65030
1/19/2023	\$1,894.50	90834 Kootenai County Solid Waste	Pay Before Due Date	Various
1/19/2023	\$125.95	90835 Ziplly Fiber	Pay Before Due Date	650-463.0000.65030
1/19/2023	\$122.00	90836 Ziplly Fiber	Pay Before Due Date	008-426.0000.65031
1/19/2023	\$122.00	90837 Ziplly Fiber	Pay Before Due Date	008-426.0000.65031
1/19/2023	\$122.00	90838 Ziplly Fiber	Pay Before Due Date	008-426.0000.65031
1/19/2023	\$1,326.88	90839 Ziplly Fiber	Pay Before Due Date	008-426.0000.65031
1/27/2023	\$79.47	90953 AT&T- Long Distance	Pay Before Due Date	001-431.0000.65030
1/27/2023	\$142.07	90954 Charter Communications	Pay Before Due Date	001-442.0000.65030
1/27/2023	\$139.98	90955 Charter Communications	Pay Before Due Date	001-412.0000.65040
1/27/2023	\$910.00	90956 East Greenacres Irrigation	Pay Before Due Date	Various
1/27/2023	\$42.92	90958 Kootenai Electric	Pay Before Due Date	001-443.0000.65021
1/27/2023	\$504.11	90959 Verizon Wireless	Pay Before Due Date	Various
1/27/2023	\$86.06	90960 Ziplly Fiber	Pay Before Due Date	001-445.0000.65030
1/27/2023	\$71.67	90961 Ziplly Fiber	Pay Before Due Date	650-463.0000.65030
1/27/2023	\$315.00	90962 East Greenacres Irrigation Water Shut-offs	Pay Before Due Date	750-462.3317.33610
1/27/2023	\$3,769.78	90963 H & H Business Systems, Inc.	Pay Before Due Date	Various
1/27/2023	\$170.00	90964 Idaho Board of Drinking Water & Wastewater Professionals	Pay Before Due Date	650-463.0000.64020
1/27/2023	\$300.00	90965 Ross Point Water	Pay Before Due Date	750-462.3317.33610
1/27/2023	\$85.60	90966 Ziplly Fiber	Pay Before Due Date	001-421.0000.65030
1/27/2023	\$50.04	90967 Ziplly Fiber	Pay Before Due Date	001-421.0000.65030
1/30/2023	\$2,000.00	90968 ANTHEM PACIFIC HOMES	Replacement Check	001-22115
	<b>\$167,978.01</b>			



**UBPKT04170 - Utility Refunds 1.17.23**

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
10-1535-01	Foster, Bob	1/18/2023	90821	7,835.85			7835.85	Deposit
31-0020-01	Breckenridge Property Fund 2016 LLC	1/18/2023	90822	179.91			179.91	Generated From Billing
36-0004-01	Smith, David	1/18/2023	90823	199.51			199.51	Generated From Billing
36-0082-00	Anders Family Trust	1/18/2023	90824	154.02			154.02	Generated From Billing
36-0109-00	Anders Family Trust	1/18/2023	90825	156.76			156.76	Generated From Billing
45-0284-00	Julie Bealer Family Trust	1/18/2023	90826	85.79			85.79	Generated From Billing
<b>Total Refunds: 6</b>			<b>Total Refunded Amount:</b>	<b>8,611.84</b>				

### Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	8611.84
<b>Revenue Total:</b>	<b>8611.84</b>

### General Ledger Distribution

Posting Date: 12/29/2022

Account Number	Account Name	Posting Amount	IFT
<b>Fund: 750 - WATER OPERATING</b>			
750-10001	Equity Claim on Pool	-8,611.84	Yes
750-17000	Accounts Receivable	8,611.84	
<b>750 Total:</b>		<b>0.00</b>	
<b>Fund: 999 - POOLED CASH</b>			
999-10005	Cash - Pooled (Mountain West Bank)	-8,611.84	
999-28990	Due to Other Funds	8,611.84	Yes
<b>999 Total:</b>		<b>0.00</b>	
<b>Distribution Total:</b>		<b>0.00</b>	

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 02/07/2023**

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**DATE:** 01/30/2023

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Robert Seale

**SUBJECT:** Right of Way Dedication Agreement for future roundabout at Prairie Ave and Zorros Rd with Lakeside Real Estate Holdings II, LLC

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**ITEM AND RECOMMENDED ACTION:**

With approval of the Consent Agenda, City Council authorizes the Mayor's signature on the dedication agreement.

**DISCUSSION:**

City staff has been working with four separate land owners at the corner of Prairie Ave and (future) Zorros Rd to allow GVD Partners, LP to commence with construction of a double lane roundabout, in support of the planned shopping center and regional traffic flows. The Right of Way Dedication Agreement is the first of two steps in getting the necessary land on the south side of Prairie Ave to accommodate the roundabout improvements. The second step will be the formal Grant of Right-of-Way, which will take place after the final design for the roundabout has been completed and the final needed right of way requirements are determined.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

**APPROVED OR DIRECTION GIVEN:**

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

0

**BUDGET CODE:**

**RIGHT OF WAY DEDICATION AGREEMENT**  
**Between the**  
**CITY OF POST FALLS**  
**And**  
**LAKESIDE REAL ESTATE HOLDINGS II, LLC**

This Right of Way Dedication Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Post Falls, 408 N. Spokane Street, Post Falls, ID, 83815, a municipal corporation of the state of Idaho, (hereinafter referred to as "CITY"), and LAKESIDE REAL ESTATE HOLDINGS II, LLC, an Idaho limited liability company, 601 W. Riverside Avenue, Suite 1500, Spokane, WA 99201, (hereinafter referred to as "LAKESIDE").

WHEREAS, LAKESIDE owns real property at the future intersection of Prairie Avenue and Zorros Road that it wishes to develop, the legal description for which property is attached hereto as Exhibit "A" and by this reference is incorporated herein (the "Subject Property"); and

WHEREAS, a traffic study prepared in conjunction with the CITY has determined that a two lane roundabout will be necessary at the Prairie Avenue/Zorros Road intersection (the "Subject Intersection" and such roundabout, the "Prairie/Zorros Roundabout") to provide sufficient traffic capacity to allow for the development of the properties in the area, including without limitation, the Subject Property; and

WHEREAS, the CITY has obtained a preliminary concept design for the Prairie-Zorros Roundabout in order to aid in the final determination of what rights of way may need to be acquired in order to construct the Prairie-Zorros Roundabout (such preliminary design of the Prairie-Zorros Roundabout is attached hereto as Exhibit "B", incorporated herein by this reference, and shall be referred to herein as the "Preliminary Design"); and

WHEREAS, LAKESIDE desires to ensure that the CITY holds the rights of way required to facilitate construction of the Prairie-Zorros Roundabout and to ensure its future ability to develop the Subject Property without the necessity of constructing such a roundabout; and

WHEREAS, the parties desire to enter into this Agreement so that the City has contractual rights to secure the needed rights of way to enable final design and construction of the Prairie-Zorros Roundabout.

NOW, THEREFORE, in consideration of the provisions, terms, and conditions as set forth in this Agreement, the CITY and LAKESIDE, hereby agree as follows:

1. **CONSIDERATION:** In exchange for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LAKESIDE, agrees to dedicate certain portions of the Subject Property as more particularly described herein, as a public right-of-way for use in the construction of right



of way improvements of the Prairie-Zorros Roundabout subject to the terms of this Agreement. The parties agree that LAKESIDE's dedication of property as contemplated by this Agreement will satisfy LAKESIDE's financial obligation, other than the payment of impact fees, with respect to the Prairie Zorros roundabout. Provided however, nothing contained in this Agreement prevents the CITY from requiring construction and development of any public infrastructure necessary to provide services to the Subject Property, including the Prairie Zorros roundabout if it has not been constructed, at the time of any development approval for the Subject Property. In that event, the parties acknowledge and agree that the City is collecting impact fees towards the construction of the Prairie Zorros roundabout and that LAKESIDE would be eligible for reimbursement of construction costs from impact fees, based on the City's capital improvement plan and impact fee study. The parties acknowledge that in the event LAKESIDE seeks an impact fee credit or reimbursement, a subsequent agreement addressing the impact fees is required by Idaho Code 67-8209(4).

2. **RIGHT-OF-WAY DEDICATION:** LAKESIDE hereby agrees to dedicate to the City, as public right-of-way, at no additional acquisition cost to the CITY, up to 4,400 square feet of the Subject Property at the southeast corner of the Subject Intersection in order to facilitate the construction of the traffic lanes and storm water facilities for the Prairie-Zorros Roundabout, the exact configuration, location and size of such dedication to be determined as herein set forth. The parties acknowledge and agree that the final design and configuration of the Subject Intersection will generally adhere to the Preliminary Design and, in any event, the alignment of the Prairie-Zorros Roundabout, as constructed, shall be as nearly as possible centered on the boundary line between the Subject Property and the property lying immediately to the west of the Subject Property; provided that the obligations of LAKESIDE under this Agreement are expressly conditioned upon the CITY's receipt or acquisition of dedicated lands from such adjoining property owner as are necessary to construct the improvements contemplated by the Preliminary Design subject to the terms of this Section 2. The parties further acknowledge and agree that the rights of way LAKESIDE (or its successors) may be required to grant pursuant to the terms of this Agreement do not include the further rights of way to be required for the future development of pedestrian facilities that will be required to be dedicated and constructed in conjunction with future development of the Subject Property.

3. **TIMING OF DEDICATION:** Upon completion of a final design for the Prairie-Zorros Roundabout and final determination of the configuration, location and size of the rights of way required for the construction of the Prairie-Zorros Roundabout, the CITY shall provide to LAKESIDE (or its successor) a right of way deed, in the form attached as Exhibit "C", which by this reference is incorporated herein, for execution. Provided that the terms of this Agreement have been met and satisfied, LAKESIDE shall execute such deed and return the deed to the CITY within fourteen (14) days after receipt of the deed.

4. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties. All understandings and agreements between the parties, whether

written or oral, concerning the subject matter contained herein are merged into this Agreement.

5. RECORDATION AND DURATION: The parties agree this Agreement will expire five years after the effective date noted above. The parties further agree that the CITY may record this Agreement at its expense. If this Agreement is recorded, then the CITY agrees to duly record a termination of this Agreement concurrently with the recording of the right-of-way deed or upon a request from LAKESIDE following the expiration of this Agreement.

6. COSTS AND ATTORNEY FEES: In the event this Agreement is placed in the hands of an attorney for enforcement, or in the event of any suit or other proceedings brought for enforcement of the terms of this Agreement, or because of the breach of this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney fees against the other party. Venue for any dispute shall be the District Court of the State of Idaho in and for the Kootenai County.

7. NOTICE: All notices to be given to either party shall be given in writing personally or by depositing the same in the United States Mail, postage prepaid, and addressed to the party at the address noted above or at such other address as may be in writing designated by one other party to the other.

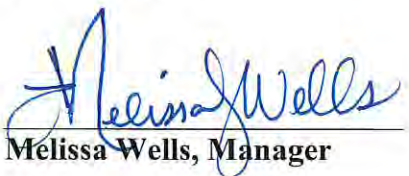
8. RECITALS: The recitals included in the preamble to this Agreement are hereby incorporated into the body of this Agreement and are to be construed as part of this Agreement's terms.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

**CITY OF POST FALLS**

**LAKESIDE REAL ESTATE  
HOLDINGS II, LLC, an Idaho limited  
liability company**

By: \_\_\_\_\_  
**Ronald G. Jacobson, Mayor**

By:   
**Melissa Wells, Manager**

Attest:  
\_\_\_\_\_  
**Shannon Howard, City Clerk**

**ACKNOWLEDGEMENTS**

STATE OF IDAHO )

County of Kootenai

: ss  
)

On this \_\_\_\_ day of January, 2023, before me, a Notary for the State of Idaho, personally appeared **Ronald G. Jacobson and Shannon Howard** known, or identified to me to be the **Mayor and City Clerk**, respectively of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

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

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

STATE OF IDAHO

WASHINGTON )

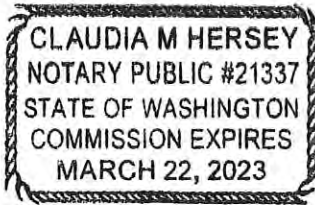
County of Kootenai

SPOKANE )

:ss  
)

On this 16<sup>th</sup> day of January, 2023, before me, a Notary for the State of Idaho, personally appeared **Melissa Wells**, known or identified to me to be a **Manager** of **Lakeside Real Estate Holdings II, LLC**, and the person(s) whose name is subscribed to within the instrument, and acknowledged to me that she executed the same on behalf of the entity and the entity authorized her to execute 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.



*Claudia M. Hersey*  
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at:  
Commission Expires:

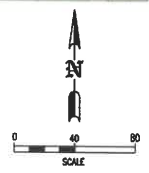
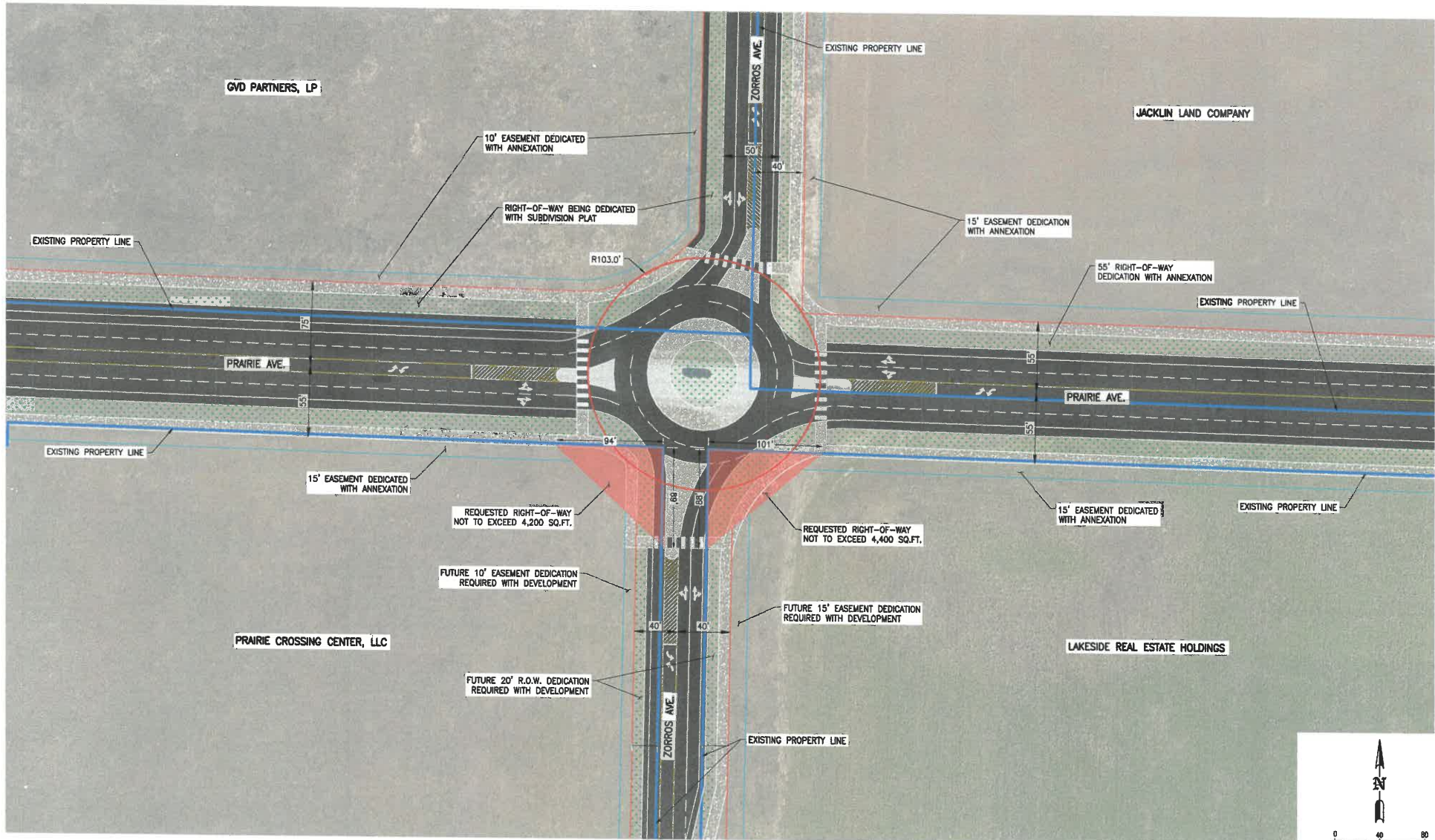
**Exhibit A**

**Legal Description**

Tracts 5, 6, 11, 12 ,21, 22 of Bock 30 per the plat of POST FALLS IRRIGATED TRACTS as recorded in book C at Page 78, records of Kootenai County, State of Idaho, Less that portion of Tracts 5 and 6 deeded to the City of Post Falls as additional Prairie Avenue right-of-way.

**Exhibit B**

**<INSERT PRELIMINARY PLAN>**



SCALE: AS SHOWN  
 DESIGNED: RSP  
 DRAWING: DLT  
 CHECKED:  
 APPROVED:  
 PROJ. NO.:  
 DATE: 8/10/22

CITY OF  
**POST FALLS**

<b>CITY OF POST FALLS, IDAHO</b>		<b>EXHIBIT B</b>
PRAIRIE AVE & ZORROS AVE PROPOSED ROUNDABOUT		



\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 02/07/2023**

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**DATE:** 01/30/2023

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Robert Seale

**SUBJECT:** Right of Way Dedication Agreement for future roundabout at Prairie Ave and Zorros Rd with Prairie Crossing Center, LLC

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**ITEM AND RECOMMENDED ACTION:**

With approval of the Consent Agenda, City Council authorizes the Mayor's signature on the dedication agreement.

**DISCUSSION:**

City staff has been working with four separate land owners at the corner of Prairie Ave and (future) Zorros Rd to allow GVD Partners, LP to commence with construction of a double lane roundabout, in support of the planned shopping center and regional traffic flows. The Right of Way Dedication Agreement is the first of two steps in getting the necessary land on the south side of Prairie Ave to accommodate the roundabout improvements. The second step will be the formal Grant of Right-of-Way, which will take place after the final design for the roundabout has been completed and the final needed right of way requirements are determined.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

**APPROVED OR DIRECTION GIVEN:**

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

0

**BUDGET CODE:**

n/a

**RIGHT OF WAY DEDICATION AGREEMENT**  
**Between the**  
**CITY OF POST FALLS**  
**And**  
**PRAIRIE CROSSING CENTER, LLC**

This Right of Way Dedication Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Post Falls, 408 N. Spokane Street, Post Falls, ID, 83815, a municipal corporation of the state of Idaho, (hereinafter referred to as "CITY"), and PRAIRIE CROSSING CENTER, LLC, 2100 Northwest Boulevard, Suite 350, Coeur d'Alene, ID 83814, (hereinafter referred to as "PCC").

WHEREAS, PCC owns real property at the future intersection of Prairie Avenue and Zorros Road that it wishes to develop. The legal description for the property is attached hereto as Exhibit "A" and by this reference is incorporated herein; and

WHEREAS, a traffic study prepared in conjunction with the CITY has determined that a two lane roundabout will be necessary at the Prairie Avenue/Zorros Road intersection to provide sufficient traffic capacity to allow for the development of PCC's property as well as other properties in the area; and

WHEREAS, the CITY, has obtained a preliminary concept design for the Prairie Avenue/Zorros Road roundabout in order to determine what additional rights of way may be needed to construct the roundabout; and

WHEREAS, PCC desires to facilitate the construction of the roundabout to ensure its future ability to develop its property without the necessity of constructing the roundabout; and

WHEREAS, the parties have agreed to enter this Agreement so that the City can secure the needed rights of way to enable final design and construction of the roundabout.

NOW, THEREFORE, in consideration of the provisions, terms, and conditions as set forth in this Agreement, the CITY and PCC, hereby agree as follows:

1. **CONSIDERATION:** In exchange for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PCC, agrees to dedicate additional rights of way for the construction of the Prairie Avenue/Zorros Road roundabout subject to the terms of this Agreement.
  
2. **RIGHT-OF-WAY DEDICATION:** PCC agrees to dedicate, at no additional cost to the CITY, up to 4,200 square feet of additional right of way at the southwest corner of the future Prairie Avenue/Zorros Road intersection in order to facilitate the construction of the traffic lanes and stormwater facilities for a roundabout. The parties acknowledge and agree that the final design and configuration of the intersection will generally adhere to the preliminary concept attached to this Agreement as Exhibit "B", which by this

reference is incorporated herein, so that the alignment of the roundabout is, as nearly as possible, centered on the boundary with the property to the east. The parties further acknowledge and agree that the required rights of way does not include provisions for the future development of pedestrian facilities that will be constructed in conjunction with future development of the PCC property.

3. **TIMING OF DEDICATION:** Upon completion of a final design for the Prairie Avenue/Zorros Road roundabout that establishes the amount of right of way needed, the CITY agrees to notify PCC of the final amount of right way necessary to construct the roundabout and provide a right of way deed, in the form attached as Exhibit "C", which by this reference is incorporated herein, to PCC for execution. PCC agrees to execute the deed, provided that the terms of this Agreement have been complied with and return the deed to the CITY within fourteen (14) days after receipt of the deed.

4. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties. All understandings and agreements between the parties, whether written or oral, concerning the subject matter contained herein are merged into this Agreement.

5. **RECORDATION AND DURATION:** The parties agree that this Agreement will expire five years after the effective date noted above. The parties further agree that the CITY may record this Agreement at its expense. If this Agreement is recorded, then the CITY agrees to duly record a termination of this Agreement concurrently with the recording of the right-of-way deed or upon a request from PCC following the expiration of this Agreement.

6. **COSTS AND ATTORNEY FEES:** In the event this Agreement is placed in the hands of an attorney for enforcement, or in the event of any suit or other proceedings brought for enforcement of the terms of this Agreement, or because of the breach of this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney fees against the other party. Venue for any dispute shall be the District Court of the State of Idaho in and for the Kootenai County.

7. **NOTICE:** All notices to be given to either party shall be given in writing personally or by depositing the same in the United States Mail, postage prepaid, and addressed to the party at the address noted above or at such other address as may be in writing designated by one other party to the other.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective the day and year first above written.

CITY OF POST FALLS

PRAIRIE CROSSING CENTER, LLC

By: \_\_\_\_\_  
Ronald G. Jacobson, Mayor

By:   
Charles R. Nipp, Member

Attest:  
\_\_\_\_\_  
Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO )  
 : ss  
County of Kootenai )


This record was signed before me on \_\_\_\_\_ by **Ronald G. Jacobson** and **Shannon Howard** as **Mayor** and **City Clerk** respectively of the **City of Post Falls, Idaho**.

\_\_\_\_\_  
Notary Signature

STATE OF IDAHO )  
 :ss  
County of Kootenai )

This record was signed before me on January 12, 2023 by **Charles R. Nipp** as **member** of **Prairie Crossing LLC**.



 exp: 10/16/24  
Notary Signature

## Exhibit A

### Legal Description

A parcel of land, being all of Lot 7 and a portion of Lot 8, Block 30 per the plat of POST FALLS IRRIGATED TRACTS. Located in the Northwest Quarter of Section 30, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

Commencing at the Northwest corner of Section 30, monumented by a Rail Road spike in monument box, per CP&F 1029891, from which the North Quarter corner of Section 30, monumented by a 2 1/2" zinc cap, per CP&F 1673950 bears South 88°29'45" East a distance of 2633.37 feet.

Thence, South 43°43'54" East a distance of 42.60 feet to a rebar 5/8" diameter 30 inch long with a plastic cap marked "INC PLS 9367", on the Southeast intersection of Highway 41 and Prairie Avenue right-of-way lines.

Thence, South 88°29'45" East a distance of 513.92 feet to a rebar 5/8" diameter 30 inch long with a plastic cap marked "INC PLS 9367";

Said point also being the TRUE POINT OF BEGINNING for this description.

Thence, South 88°29'45" East a distance of 772.77 feet to a rebar 5/8" diameter 30 inch long with a plastic cap marked "INC PLS 9367";

Thence, South 01°01'30" West a distance of 628.60 feet to a rebar 5/8" diameter 30 inch long with a plastic cap marked "INC PLS 9367";

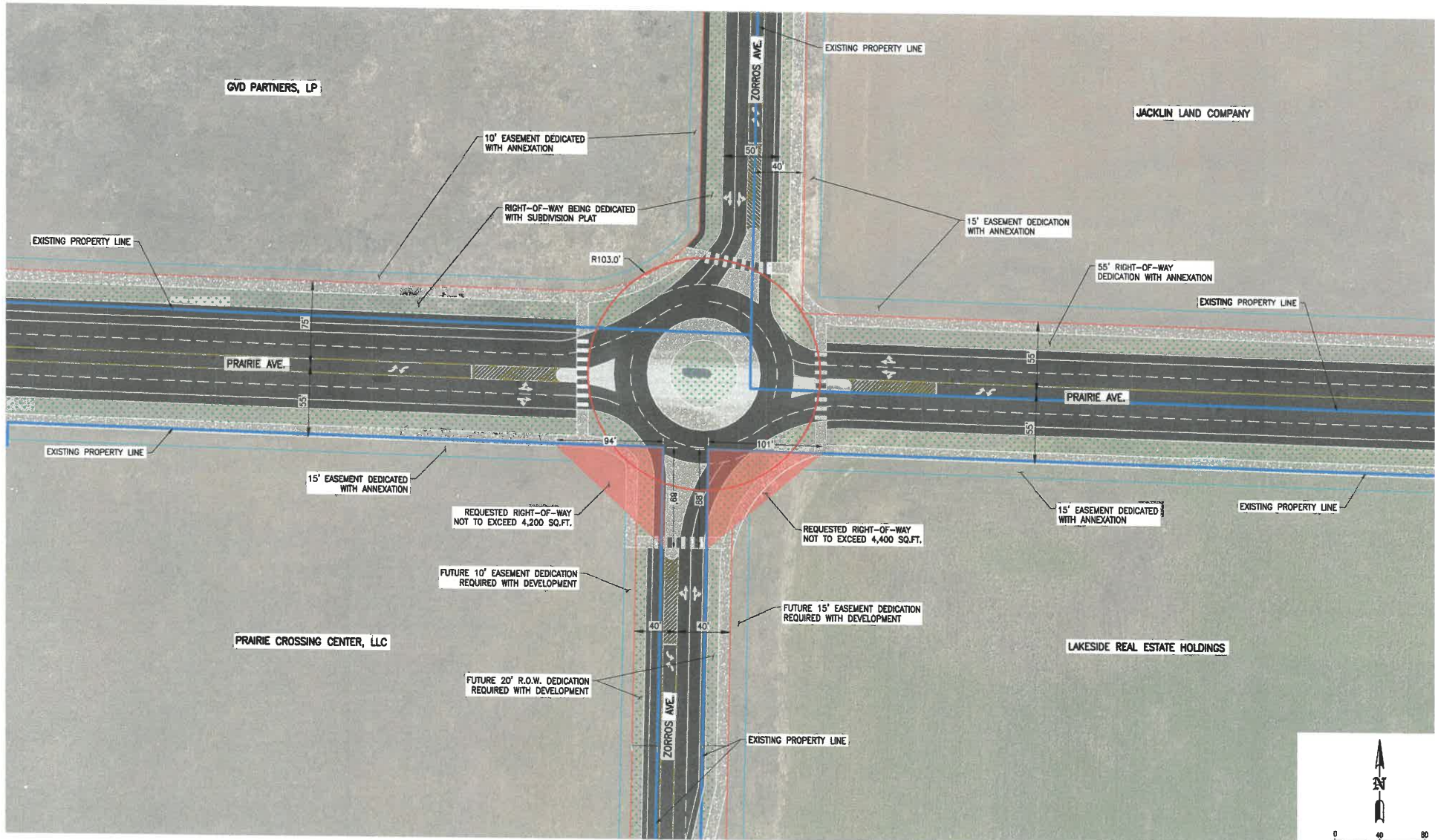
Thence, North 88°36'33" West a distance of 772.84 feet to a rebar 5/8" diameter 30 inch long with a plastic cap marked "INC PLS 9367";

Thence, North 01°01'57" East a distance of 630.12 feet to the TRUE POINT OF BEGINNING.

EXCEPT that portion described in the Grant of Right of right-of-way to the city of Post Falls, recorded July 9, 2008 as Instrument No. 2167718000, records of Kootenai County, Idaho.

**Exhibit B**

**<INSERT PRELIMINARY PLAN>**



SCALE: AS SHOWN  
 DESIGNED: RSP  
 DRAWING: DLT  
 CHECKED:  
 APPROVED:  
 PROJ. NO.:  
 DATE: 8/10/22

CITY OF  
**POST FALLS**

<b>CITY OF POST FALLS, IDAHO</b>		<b>EXHIBIT B</b>
PRAIRIE AVE & ZORROS AVE PROPOSED ROUNDABOUT		

Exhibit C

GRANT OF RIGHT-OF-WAY

KNOWN ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ (entity name and address) \_\_\_\_\_, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, do hereby grant, subject to all matters of record; all matters appearing from a careful inspection of the property or an all matters made, done or suffered by Grantee, quitclaim and convey unto the said City of Post Falls, 408 Spokane Street, Post Falls, Idaho 83854 a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of a public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property, to wit:

INSERT LEGAL DESCRIPTION

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

IN WITNESS WHEREOF \_\_\_\_\_ the Grantors have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(entity name)

By: \_\_\_\_\_  
Signature/Title

ACKNOWLEDGMENT

STATE OF IDAHO )  
County of Kootenai )

This record was signed before me on \_\_\_\_\_ <date> \_\_\_\_\_ by \_\_\_\_\_ <name> \_\_\_\_\_ as \_\_\_\_\_ <capacity> \_\_\_\_\_ of \_\_\_\_\_ <entity name> \_\_\_\_\_.

\_\_\_\_\_  
Notary Signature



**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT AGENDA  
MEETING DATE: FEBRUARY 7<sup>th</sup> , 2023**

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**DATE:** JANUARY 20, 2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** ROBERT S. PALUS, PE – ASSISTANT CITY ENGINEER  
**SUBJECT:** UTILITY / WATER EASEMENT – MILLWORX

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**ITEM AND RECOMMENDED ACTION:** With approval of the Consent Agenda, City Council authorizes the Mayor’s signature to accept dedication of a Utility Easement to the City, associated with the construction of the Millworx Project.

**DISCUSSION:** The Developer of the Millworx Project (PF 70, LLC and TH 61, LLC) is required to “loop” the water main serving the project to ensure that adequate fire flows are provided and to reduce the likelihood or extent of future water service disruptions. Dedication of this easement is necessary to secure ownership of the watermain and facilitate the City’s ability to access, maintain and operate such. The Developer was able to negotiate acquisition of the easement from the Grantor (1124 E 4<sup>th</sup> (Post Falls), LLC). The water main has been constructed and the limits of the easement dedications are based on the built location of the water main.

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

**APPROVED OR DIRECTION GIVEN:** N/A

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:** None at this time. City would assume ownership and maintenance of watermain upon completion of construction and acceptance of improvements meeting City Standards.

**BUDGET CODE:** N/A

**SUPPORTING DOCUMENTS:** A copy of the easement is attached.

## UTILITY EASEMENT

KNOWN BY ALL MEN PRESENT that 1124 E 4<sup>TH</sup> (POST FALLS), LLC, a Delaware limited liability company with a principal place of business at 1121 East Philadelphia Street, Ontario, California 91761 (“Grantor”), the title owner of real property located in Post Falls, Kootenai County, Idaho, legally described in **Exhibit “A”** attached hereto, for lawful consideration, the receipt and sufficiency of which is hereby acknowledged does hereby grant to the CITY OF POST FALLS, a municipal corporation in the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, its successors, agents, and assigns (“Grantee”), an easement to construct, operate, and maintain a public water line and equipment reasonably necessary to allow operation of said system(s), over, across and under the following described real property, located in Kootenai County, Idaho, to wit:

See attached **Exhibit B** incorporated herein by reference (the “Utility Easement Area”).

Grantor, for itself and its heirs, representatives, successors and assigns, further covenants and agrees not to construct any permanent structures upon the Utility Easement Area which would prevent access to the utilities by Grantee, its successors, assigns, representatives, agents, and invitees.

If Grantee and/or its agents, undertakes any excavation, maintenance, or other site disturbance of the Utility Easement Area in accord with this easement, Grantee shall return the disturbed easement area to substantially the same condition existing immediately prior to such site disturbance

This Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties and shall be governed by and enforced in accordance with the laws of the state of Idaho.

*[Signatures and Notary on following page]*


**GRANTOR:**

1124 E 4<sup>TH</sup> (POST FALLS), LLC  
a Delaware limited liability company

By: 1124 E 4<sup>th</sup> (Post Falls) IV, LLC  
a Delaware limited liability company  
Its Manager

By: Four Peaks Post Falls II, LLC  
a Delaware limited liability company  
Its Manager

By: Homewood Realty, Inc.  
a California corporation  
Its Manager

By:   
\_\_\_\_\_  
Robert T. Flesh, President

**GRANTEE:**

CITY OF POST FALLS, a Municipal Corporation

This easement has been approved and accepted by the City of Post Falls City Council  
this \_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Ronald G Jacobson, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Shannon Howard, City Clerk

*[PAGE INTENTIONALLY LEFT BLANK – NOTARY PAGE TO FOLLOW]*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On January 16th 2023 before me,  
Brigitte Knerr, Notary Public, personally appeared Robert T. Flesh, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.



Signature Brigitte Knerr

(Seal)

STATE OF IDAHO            )  
  :SS  
County of Kootenai        )

On this \_\_\_ day of \_\_\_\_\_, 2022, before me, a Notary for the state of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, known, or identified to me to be the Mayor and City Clerk, 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: \_\_\_\_\_

**EXHIBIT 'A'**  
**TO**  
**UTILITY EASEMENT**

**Parcel 1:**

A portion of the South One-Half of the Northwest Quarter of Section 2, Township 50 North, Range 5 West, Boise Meridian, Post Falls, Kootenai County, Idaho, more particularly described as follows:

Commencing at the Quarter Section corner common to Sections 2 and 3, monumented with an iron rod, 5/8 inch diameter, with an aluminum cap, 2 inches diameter, marked PLS 832 as shown on the corner perpetuation and filing record form recorded under Instrument No. 1435496, from which the corner to Sections 34 and 35, Township 51 North and Sections 2 and 3, Township 50 North, Range 5 West, monumented with an iron rod, with an aluminum cap, 3 inches diameter, marked PLS 8398 as shown on the corner perpetuation and hung record form recorded under Instrument No. 2466043000, bears North 0°00'48" West, a distance of 2,644.92 feet; thence

North 0°00'48" West, a distance of 785.63 feet along the West line of said Section 2 to a point on the South right-of-way line of Fourth Street, witnessed by iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374, which bears South 89°57'55" East, a distance of 42.23 feet; thence

South 89°57'55" East, a distance of 1,057.18 feet along said South right-of-way line of Fourth Street to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked "PLS 6374", the point of beginning; thence

Continuing South 89°57'55" East, a distance of 842.22 feet along said South right-of-way line of Fourth Street to an iron rod, 30 inches long, 5/8 inch diameter with an aluminum cap, marked "PLS 6374"; thence

South 0°00'00" West, a distance of 284.85 feet to and iron rod, 30 inches long, 5/8 inch diameter with an aluminum cap marked "PLS 6374"; thence

South 2°37'35" West, a distance of 153.34 feet to an iron rod, 30 inches long, 5/8 inch diameter with an aluminum cap marked "PLS 6374"; thence

South 3°48'17" East, a distance of 60.00 feet to the Northerly right-of-way line of the Burlington Northern and Santa Fe Railroad, monumented with an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked "PLS 6374"; thence

South 86°13'30" West, a distance of 849.05 feet along said Northerly right-of-way line to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked "PLS 6374"; thence

North 0°49'47" East, a distance of 554.37 feet to the point of beginning.

**Parcel 2:**

A portion of the South One-Half of the Northwest Quarter of Section 2, Township 50 North, Range 5 West, Boise Meridian, Post Falls, Kootenai County, Idaho, more particularly described as follows:

Commencing at the Quarter Section Corner common to Sections 2 and 3, monumented with an iron rod, 5/8 inch diameter, with an aluminum cap, 2 inches diameter, marked PLS 832 as shown on the corner perpetuation and filing record form recorded under Instrument Number 1435496, from which the corner to Sections 34 and 35, Township 51 North and Sections 2 and 3, Township 50 North, Range 5 West, monumented with an iron rod, with an Aluminum cap, 3 inches diameter, marked PLS 8398 as shown on the corner perpetuation and filing record form recorded under Instrument Number 2466043000, bears North 0°00'48" West, a distance of 2644.92 feet;

Thence North 0°00'48" West, a distance of 785.63 feet along the West line of said Section 2 to a point on the South right of way line of Fourth Street, witnessed by iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6374, which bears South 89°57'55" East, a distance of 42.23 feet;

Thence South 89°57'55" East, a distance of 1899.40 feet along said South right of way line of Fourth Street to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked "PLS 6374" the point of beginning;

Thence continuing South 89°57'55" East a distance of 753.74 feet along said South right of way line of Fourth Street to an iron rod, 5/8 inch diameter with an aluminum cap, 2 inches diameter marked "PLS 832" on the East line of said South One-Half of the Northwest Quarter;

Thence South 0°12'17" East, a distance of 447.40 feet along the East line of said South One-Half of the Northwest Quarter to an iron rod, 5/8 inch diameter with an aluminum cap, 2 inches diameter marked "PLS 832" on the Northerly line of the Burlington Northern and Santa Fe Railroad right of way;

Thence South 86°13'30" West, a distance of 760.03 feet along said Northerly right of way line to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked "PLS 6374";

Thence leaving said right of way line, North 03°48'17" West, a distance of 60.00 feet to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked PLS 6374;

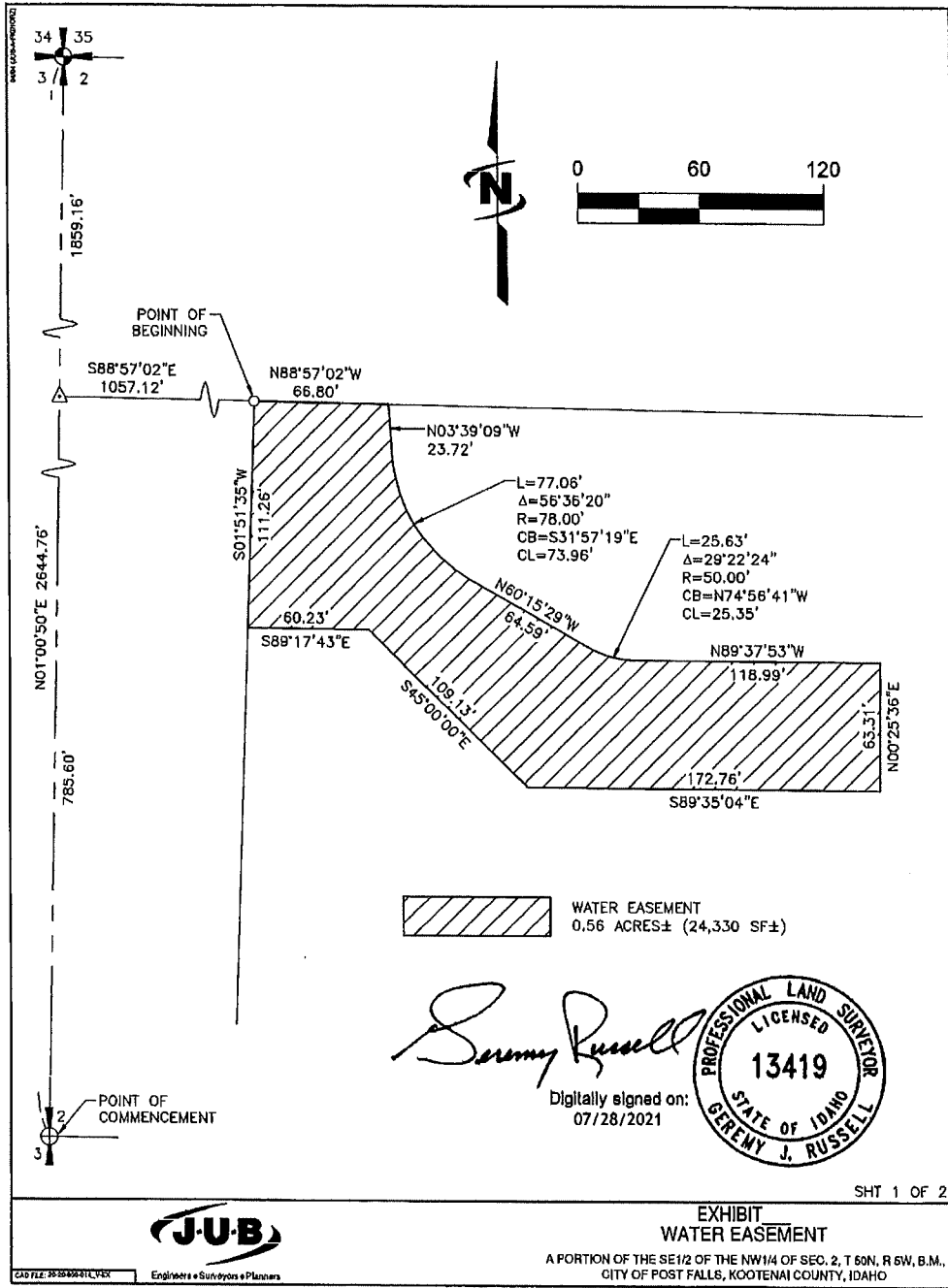
Thence North 02°37'35" East, a distance of 153.34 feet to an iron rod, 30 inches long, 5/8 inch diameter with a plastic cap marked PLS 6374;

Thence North 00°00'00" East, a distance of 284.85 feet to the Point of Beginning.

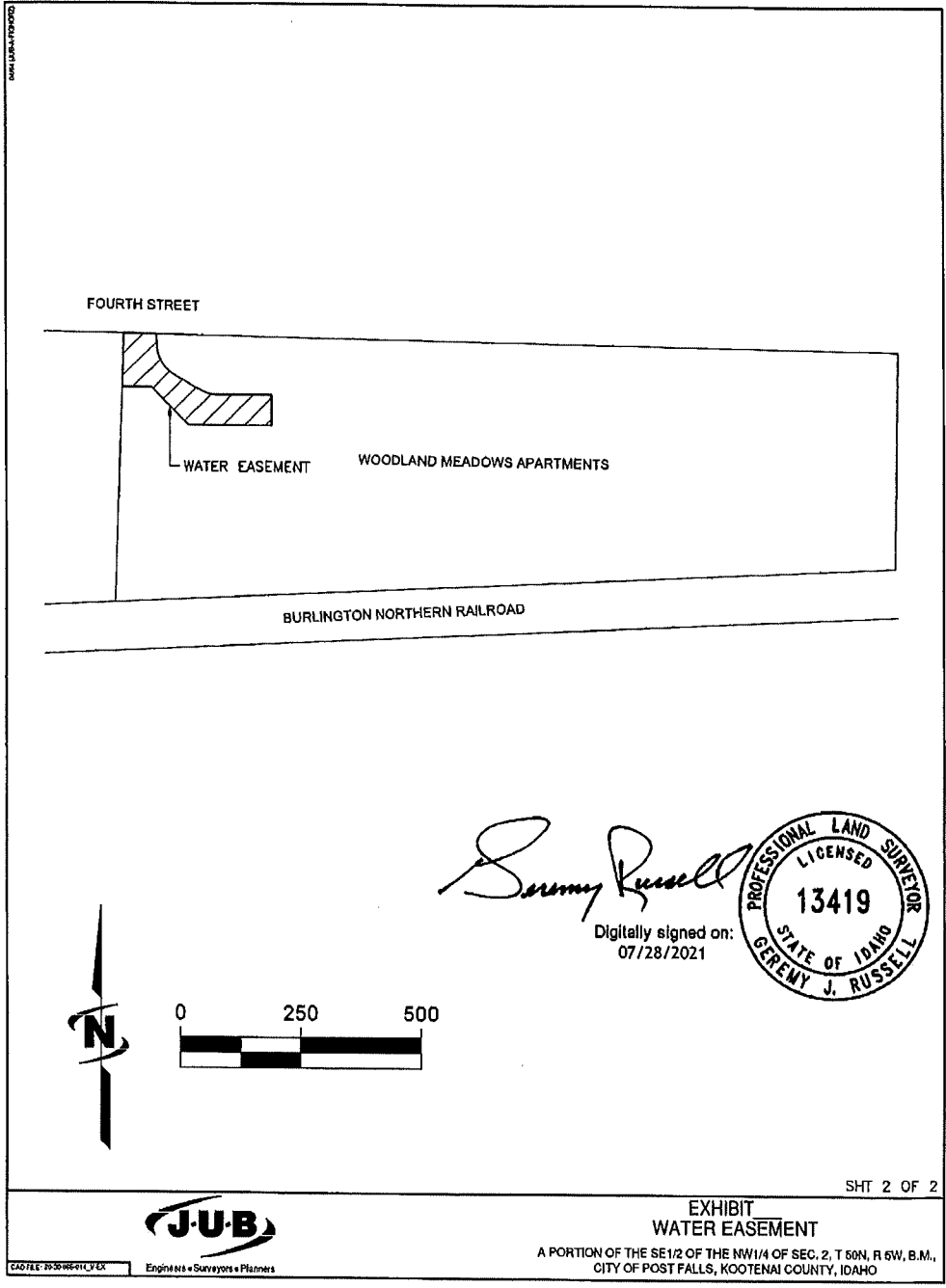


**EXHIBIT "B"**

**Utility Easement Area**



UTILITY EASEMENT - 9  
LEGAL\_US\_W # 113375198.2



CAD FILE: 2020060111\_EX

Engineers • Surveyors • Planners



EXHIBIT  
WATER EASEMENT

A PORTION OF THE SE1/2 OF THE NW1/4 OF SEC. 2, T 50N, R 6W, B.M.,  
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

SHT 2 OF 2

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT AGENDA  
MEETING DATE: FEBRUARY 7<sup>th</sup> , 2023**

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**DATE:** JANUARY 20, 2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** ROBERT S. PALUS, PE – ASSISTANT CITY ENGINEER  
**SUBJECT:** UTILITY EASEMENT – FORMER ALLEYWAY BETWEEN W. 6<sup>TH</sup> AND W 7<sup>TH</sup> AVE.

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**ITEM AND RECOMMENDED ACTION:** With approval of the Consent Agenda, City Council authorizes the Mayor’s signature to accept dedication of a Utility Easement to the City, associated with the vacation of alley rights-of-way between W. 6<sup>th</sup> Ave. and W. 7<sup>th</sup> Ave.

**DISCUSSION:** On December 21, 2021 City Council approved vacation of the alleys of Block 6 in the Shanks-Boyd Addition (located between W. 6<sup>th</sup> Ave. and W. 7<sup>th</sup> Ave.). Alley vacation was conditioned upon provision of a utility easement to the City of Post Falls. The property owner has provided a signed easement, as conditioned within the Vacation Ordinance. Dedication of this easement is necessary to preserve and protect access, operation and maintenance of the existing City Water Mains located within the easement boundaries.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:** December 21, 2021

**APPROVED OR DIRECTION GIVEN:** Approved (ORD. 1439)

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:** None. The City has current ownership and maintenance responsibilities of the existing watermain in the easement area.

**BUDGET CODE:** N/A

**SUPPORTING DOCUMENTS:** A copy of the easement is attached.

## GRANT OF EASEMENT

**KNOW ALL MEN BY THESE PRESENTS** that, Donald R. Smock, 1000 Northwest Blvd, Coeur D'Alene, ID 83814, herein after termed "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, do hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of utilities, over, under, upon and across the following described property, to wit:

As described below and indicated on the following Exhibit A:

THE NORTH-SOUTH ALLEY IN BLOCK 6, THE EAST-WEST ALLEY IN BLOCK 6 AND A PORTION OF SIXTH STREET ADJOINING THE SOUTHERLY LINE OF BLOCK 6 OF THE PLAT OF SHANKS-BOYD ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK B OF PLATS, PAGE 62, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 6;

THENCE NORTH 89°02'32" WEST 20.00 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID BLOCK 6;

THENCE SOUTH 00°57'28" WEST 125.00 FEET TO THE SOUTHEAST CORNER OF LOT 21 OF SAID BLOCK 6;

THENCE NORTH 89°02'32" WEST 180.00 FEET TO THE SOUTHWEST CORNER OF LOT 16 OF SAID BLOCK 6;

THENCE SOUTH 00°57'28" WEST 20.00 FEET TO THE NORTHWEST CORNER OF LOT 15 OF SAID BLOCK 6;

THENCE SOUTH 89°02'32" EAST 180.00 FEET TO THE NORTHEAST CORNER OF LOT 10 OF SAID BLOCK 6;

THENCE SOUTH 00°57'28" WEST 125.00 FEET TO THE SOUTHEAST CORNER OF LOT 10 OF SAID BLOCK 6;

THENCE NORTH 89°02'32" WEST, ALONG THE EASTERLY EXTENDED SOUTH LINE OF LOT 10 OF SAID BLOCK 6, A DISTANCE OF 2.00 FEET;

THENCE SOUTH 00°57'28" WEST 30.00 FEET;

THENCE SOUTH 89°02'32" EAST 23.78 FEET, TO THE RIGHT OF WAY FENCE OF INTERSTATE 90;

THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES:  
NORTH 54°47'33" EAST 6.00 FEET;

THENCE NORTH 38°46'29" EAST 15.77 FEET;

THENCE LEAVING SAID RIGHT OF WAY FENCE NORTH 89°02'32" WEST 22.29 FEET;

THENCE NORTH 00°57'28" EAST 14.00 FEET TO A POINT ON THE WESTERLY EXTENDED SOUTH LINE OF LOT 9 OF SAID BLOCK 6;

THENCE SOUTH 89°02'32" EAST 2.00 FEET TO THE SOUTHWEST CORNER OF LOT 9 OF SAID BLOCK 6;

THENCE NORTH 00°57'28" EAST 270.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,734 SQUARE FEET, MORE OR LESS.

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

DATED AND DONE this 4<sup>th</sup> day of January, ~~2022~~: 2023 <sup>DRS</sup>

*Donald R Smock*

**Donald R. Smock - Owner**

**ACKNOWLEDGMENT**

STATE OF IDAHO            )  
  ):SS  
County of Kootenai        )

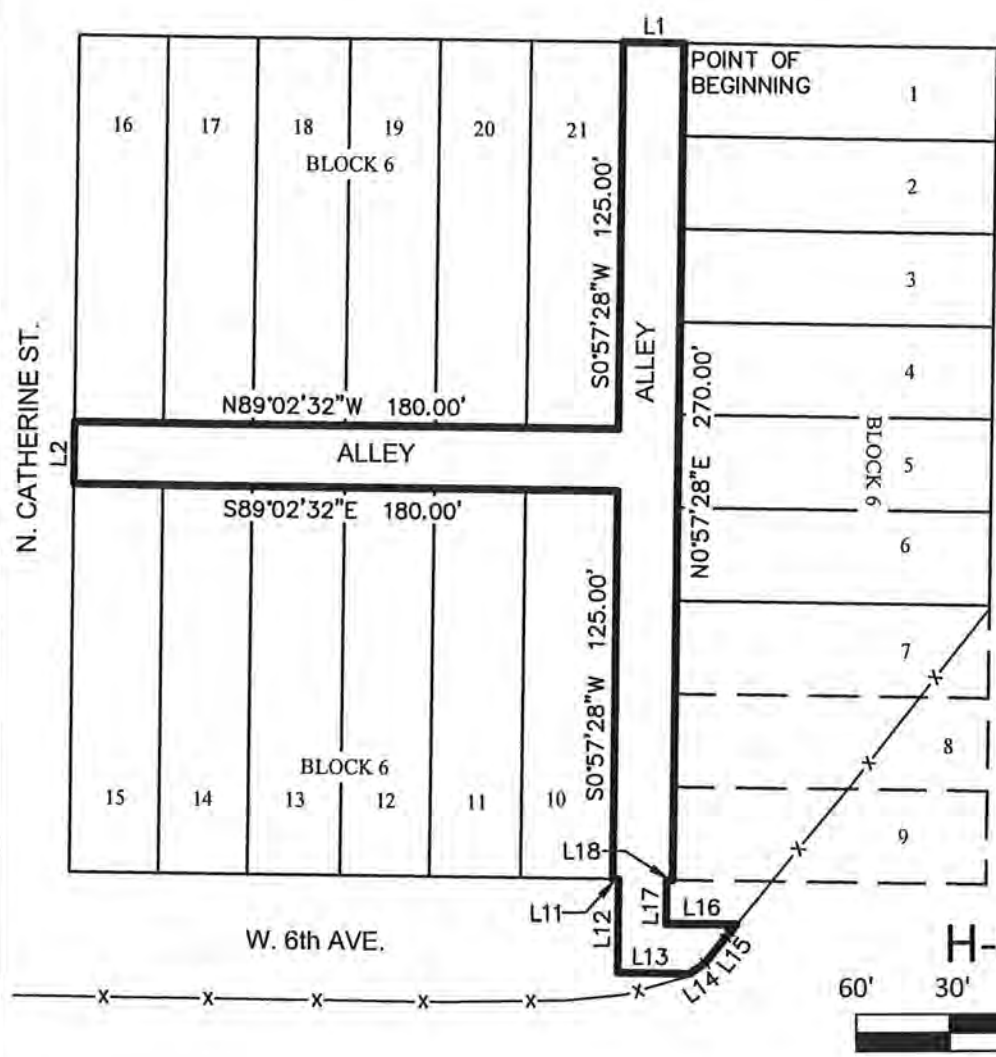
On this 4<sup>th</sup> day of January, 20 23, before me, a Notary for the state of Idaho, personally appeared **Donald R. Smock**, known, or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



*Gina Mather*  
Notary Public for the state of Idaho  
Residing at: Kootenai Ct, Idaho  
Commission Expires: 6/12/2027

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°02'32"W	20.00'
L2	S0°57'28"W	20.00'
L11	S89°02'32"E	2.00'
L12	S0°57'28"W	30.00'
L13	S89°02'32"E	23.78'
L14	N54°47'33"E	6.00'
L15	N38°46'29"E	15.77'
L16	N89°02'32"W	22.29'
L17	N0°57'28"E	14.00'
L18	S89°02'32"E	2.00'



N. SPOKANE ST.

N. CATHERINE ST.

W. 6th AVE.

H-Scale 1" = 60'



**LEGAL DESCRIPTION**

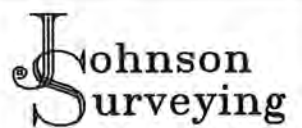
THE NORTH-SOUTH ALLEY IN BLOCK 6, THE EAST-WEST ALLEY IN BLOCK 6 AND A PORTION OF SIXTH STREET ADJOINING THE SOUTHERLY LINE OF BLOCK 6 OF THE PLAT OF SHANKS-BOYD ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK B OF PLATS, PAGE 62, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 9734 SQUARE FEET, MORE OR LESS.

**GRANT OF EASEMENT - EXHIBIT A**

PORTIONS OF BLOCK 6, SHANKS-BOYD ADDITION  
 NW 1/4, SEC. 3, T. 50 N., R. 5 W., BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



DATE SURVEYED: JAN. 2021	DRAFTED BY: DTL	PLOT DATE: 12/13/2022	SHEET 1 / 1
FILE NAME: 21-013 VACATION	CHECKED BY: CJJ	PROJECT No.: 21-013	

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

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 02/07/2023**

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**DATE:** 02/01/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Bryan Myers  
**SUBJECT:** Q'EMILN PARK CONCESSIONARE RFP SOLICITATION

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**ITEM AND RECOMMENDED ACTION:**

The City of Post Falls Parks and Recreation Department is requesting to seek proposals for the furnishing of all staffing and equipment necessary to provide food and beverage concessions on a competitive level at Q'emiln Park beginning the summer season of 2023. If approved the council authorizes the department to publish the RFP.

**DISCUSSION:**

The department currently maintains certain concession facilities at Q'emiln Park. These facilities have been largely underutilized the past 5 years, only being operated the 2021 season. This RFP seeks to identify potential operators who may utilize the facilities to the benefit of the public, the operator and the city. The department will review any responses for consistency with the goals outlined in the RFP and establish a concession agreement to be considered by the council at a later date. The Department's needs are outlined in the following Request for Proposal (RFP).

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

N/A

**APPROVED OR DIRECTION GIVEN:**

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

**BUDGET CODE:**



**City of Post Falls  
Parks and Recreation Department  
408 N Spokane Street  
Post Falls, Idaho 83854**

**REQUEST FOR PROPOSAL  
Q'emiln Park Concessions**

**I Purpose of Request**

The City of Post Falls Parks and Recreation Department is requesting proposals for the furnishing of all staffing and equipment necessary to provide food concessions on a competitive level at Q'emiln Park beginning the summer season of 2023. The concession contract will be issued for the summer of 2023, with 3 one-year options for renewal upon evaluation of contract performance. The concession operator and the City of Post Falls will review the concession arrangement at the conclusion of the first year to determine if the option will be exercised. The Department's needs are outlined in the following Request for Proposal (RFP).

**II Time Schedule**

The City will adhere to the following timetable, which should result in selection of a firm:

<i>Issue RFP</i>	<i>February 8, 2023</i>
<i>Deadline for Submittal of Proposal</i>	<i>March 10, 2023 Department will continue to review submittals until one is accepted.</i>

Proposers are invited to tour the facility by contacting Post Falls Parks at (208) 773-8147 and scheduling an appointment with Bryan Myers.

**III Submittal Requirements**

All proposals should be sent to:  
Bryan Myers, Parks Manager  
City of Post Falls  
Parks and Recreation Department  
408 N Spokane St.  
Post Falls, ID 83854  
(208) 773-8147

- All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: **RFP-Q' emiln Park Concessions**. Two (2) copies of the RFP must be presented.
- Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

All proposals must include the following information:

- The names of individuals from the firm who will be working on the project and their areas of responsibility;
- A proposal of any temporary site improvements the proposer would recommend based on a one-year contract;
- A list and explanation of the equipment the proposer will be providing at the site;
- A sample menu and prices for the items listed on the menu;
- A short narrative of how the proposer intends to promote customer service and quality, including but not limited to, a list of equipment to be installed at the site and a description of employee training program;
- An explanation of routine cleaning and preventative maintenance schedules (interior and exterior) intended to assure an attractive appearance for equipment and preventative operating problems;
- Proposer to acknowledge they will provide Insurance, listing the City of Post Falls as additional insured if selected;
- An explanation of steps and timeline for securing Health District Permit for operations;
- Proposed operating & staffing schedule for the operation of the concession locations;
- The City of Post Falls has the right to hire Food Trucks and various vendors for special events with the understanding that items for sale are different than those being sold in the concession stand.

#### IV Selection Criteria

The ultimate objective of this RFP is to provide dependable services with a reasonable percentage or rental paid to the City of Post Falls Parks Department. Accordingly, the City will select the successful proposer after evaluation of the following RFP elements:

- |  |     |
|--|-----|
| 1. <u>Sale Price of Products</u>   | 15% |
| Competitiveness of pricing for food and beverages of the same or superior quality as those offered by competing proposers. |     |
| 2. <u>Quality of Products and Service</u>  | 25% |
| 3. <u>Experience/operations plan</u>   | 40% |
| 4. <u>Compensation</u>   | 20% |

***Total Criteria Weight*** ***100%***

Each proposal will be reviewed and scored by Parks and Recreation Department Staff.

#### V. Terms and Conditions

- The City reserves the right to reject any and all proposals and to waive minor irregularities in any proposal.
- The City reserves the right to request clarification of information submitted and to request additional information from any proposer.
- The City reserves the right to award any contract to the next most qualified contractor if the successful contractor does not execute a contract within thirty (30) days after the award of the proposal.
- Any proposal may be withdrawn, up until the date and time set for opening of the RFP's. Any RFP not so timely withdrawn, shall constitute an irrevocable offer for a period of ninety (90) days, to sell to the City the services described in the attached specification, or until one or more of the proposals have been approved by the City Council, whichever occurs first.
- The contract resulting from acceptance of a RFP by the City, shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City of Post Falls.
- The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
- Failure to submit all required items in response to this RFP shall result in rejection of any proposal not so complying.

## **VI Scope of Services**

The proposer shall provide services of the highest quality and dependability, during the days and hours listed below:

City of Post Falls Q'emiln Park  
12189 West Parkway Dr.  
Post Falls, ID 83854

May through September, (dates are negotiable), hours of operation are weekday  
Lunchtime-Dinner and weekends (tournament play or league play).

## **VII Compensation**

- A. Please present detailed information on the firm's proposed fee schedule for the specifications proposed and for any variation for non-routine services, inclusive of Idaho State sales tax and any other applicable governmental charges. Detail the proposed rent to be paid to the City of Post Falls (Annual or Monthly lease is preferred).

**REQUEST FOR PROPOSAL  
Q'emiln Park Concessions**

**City of Post Falls  
Parks and Recreation Department  
408 N Spokane Street  
Post Falls, Idaho 83854  
(208) 773-8147**

**I Purpose of Request**

The City of Post Falls Parks and Recreation Department is requesting proposals for the furnishing of all staffing and equipment necessary to provide food concessions on a competitive level at Q'emiln Park for the summer of 2023. The food & beverage concession contract will be issued for the summer of 2023, with 3 one-year options. The concession operator and the City of Post Falls will review the concession arrangement annually, determining if the option will be exercised.

The City's needs are outlined in a Request for Proposal (RFP), available upon request, beginning immediately. The City of Post Falls County will choose the first qualified concessionaire that meets the guidelines.

Requests for a copy of the RFP should be made to:

Bryan D. Myers, Parks Manager  
City of Post Falls Parks & Recreation Department  
408 N Spokane Street  
Post Falls, ID 83854  
(208) 773-8147  
[bmyers@postfallsidaho.org](mailto:bmyers@postfallsidaho.org)

CITY OF POST FALLS  
AGENDA REPORT  
CONSENT AGENDA  
MEETING DATE: February 7<sup>th</sup>, 2023

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DATE: February 7, 2023  
TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: Ross Junkin, Public Works Maintenance Manager  
SUBJECT: Correction to 1-17-23 consent agenda Memo re: 'Bid Award of Two Dump Trucks to Freightliner NW'

ITEM AND RECOMMENDED ACTION:

Due to an error in a previous consent agenda item from 1/17/23, staff request that this updated version (with the correct dollar amount) be approved by the Mayor and Council for the bid and purchase of (2) new 2024 Freightliner Dump trucks with plow packages to Freightliner NW. These trucks will replace existing dump trucks (S218 and S209) which are identified in our schedule for replacement. Both trucks will be assigned to our Streets division. City staff requests that Council approve the bid of (2) new 2024 Freightliner Dump trucks and approve the purchase of said trucks in the total amount of **\$528,635.12**.

City Council authorizes the Mayor to sign the Notice of Award and subsequent Contract Documents.

DISCUSSION:

The FY23 approved budget includes replacement funds for (2) Street department dump trucks. In September of 2022 Public Works advertised for bids for two dump trucks. We received (1) bid from Freightliner NW.

If ordered now, these trucks are expected to be delivered during FY24. City staff recommends ordering these trucks as soon as possible. The dump trucks to be replaced are S218: 2006 Hino single-axle dump truck/non-operational and S209: 1999 Sterling single-axle dump truck.

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

APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funds for each truck ordered will come out of the vehicle and equipment replacement fund:  
001-434.0000.90010

**TOTAL for both trucks: \$ 528,635.12**

CITY OF POST FALLS  
AGENDA REPORT  
CONSENT AGENDA

MEETING DATE: January 17<sup>th</sup>, 2023

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DATE: January 17, 2023  
TO: HONORABLE MAYOR AND CITY COUNCIL  
FROM: Ross Junkin, Public Works Maintenance Manager  
SUBJECT: Request to approve the order of (2) new 2024 Freightliner Dump trucks, each with a plow package

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ITEM AND RECOMMENDED ACTION:

City Staff requests that the Mayor and Council approve the award for the bid of (2) new 2024 Freightliner Dump trucks with plow packages to Freightliner NW. They will replace existing dump trucks (S218 and S209) which are identified in our schedule for replacement. Both trucks will be assigned to our Streets division. City staff requests that Council approve the bid of (2) new 2024 Freightliner Dump trucks and approve the purchase of said trucks in the total amount of \$513,635.12.

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001-434.0000.90010

**TOTAL for both trucks: \$ 513,635.12**

INVITATION TO BID  
NUMBER: PF-23-1  
INSTRUCTION TO BIDDERS

## CITY OF POST FALLS

### INSTRUCTION TO BIDDERS

#### Invitation to Bid Number: PF-23-1

#### INVITATION:

Sealed proposals for furnishing Two (2) New 2023 or newer Cab and Chassis mounted with Dump Body (6-Wheel) as described in "Specifications" may be delivered to the City Clerk at the City of Post Falls, ID until 11:00 AM on the 15th day of November 2022, at which time they will be publicly opened and read in the City of Post Falls Council Chambers. The price page(s) and the signature page(s) of the proposal must be the original copies. Faxed/mailed copies are not acceptable and will result in rejection of the bid.

The Envelope containing your proposal must be sealed, show the Invitation to Bid Number and the date and time of opening. If your proposal is mailed, the envelope must be addressed as follows:

Vendor's Name	<u>Mailing Address</u>	<b>OR</b>	<u>Special Delivery</u>
Invitation to Bid Number: <b>PF-23-1</b>	City of Post Falls		City of Post Falls
Opening Date: <u>11/15/2022</u>	C/O City Clerk		C/O City Clerk
Time: <u>11:00 AM</u>	408 N. Spokane St.		408 N. Spokane St.
	Post Falls, ID 83854		Post Falls, ID 83854

#### OBJECTIONS TO SPECIFICATIONS OR BIDDING PROCEDURES:

Objections to the Specifications to the bidding procedures must be submitted in writing and must be received in the Office of the Fleet Division at least three (3) business days before the date and time upon which bids are scheduled to be opened.

#### PREFERENCE FOR IDAHO DOMICILED BIDDERS:

In determining the lowest responsible Bidder, the City shall consider the preferences for Idaho domiciled public works contractors and Idaho suppliers for purchases as provided in Idaho Code Sections 67-2349, as currently in force and subsequently amended. The law requires providing a reciprocal preference for Idaho domiciled bidders on purchases of materials, supplies, or equipment. The law and any applicable percentage preference are ONLY applicable to bidders domiciled in a state granting THEIR in-state bidders a preference law or a reciprocal preference law. It is not applicable to domiciled bidders in states without a preference law or a reciprocal preference law. Bidder shall indicate on the signature page, in the space provided, the Bidder's state of domicile. If a bidder is domiciled outside the State of Idaho and desires to be considered as an Idaho domiciled bidder, he shall indicate this on the signature page in the space provided.

If the Bidder indicates that he is domiciled outside the State of Idaho and that he desires to be considered as an Idaho domiciled bidder, he shall provide information with the bid sufficient to establish a significant Idaho economic presence as defined in Idaho Code Section 67-2349, as currently in force and subsequently amended. Proposals received without this information will be considered invalid. If the Bidder is domiciled in a state with a bid preference penalty, the Bidder shall provide information with the bid concerning the Bidder's state of domicile, the amount of the bid preference penalty in his state and a copy of the applicable code section with respect thereto. Failure to provide such information may result in the rejection of the bid.





**INVITATION TO BID  
NUMBER: PF-23-1  
INSTRUCTION TO BIDDERS**

TERMS AND CONDITIONS:

This formal bid document and subsequent Purchase Order are to be considered the City's sole terms and conditions. Bids submitted with any additional terms and conditions may not be considered.

BASIS OF AWARD:

Proposals submitted to be evaluated as described:

Without Trade-in  
With Trade-In

The award of the bid will be made to the qualified bidder submitting the lowest bid price that complies with the bidding procedures and meets the specifications Bidder submitting the responsive bid, which will best serve the interest and requirements of the City of Post Falls. The proposals will be evaluated for compliance with the specifications furnished by the City of Post Falls. The contract will be awarded to the Bidder submitting the lowest responsive bid based upon the bid evaluation method set forth in the paragraph entitled "BID EVALUATION".

REQUIREMENT:

Per State of Idaho Code §49-1601, the truck chassis must be purchased through a dealer that is licensed in the state of Idaho.

BID IRREGULARITIES:

If the proposal form furnished is not used or is altered or if there are unauthorized additions, conditional bids, or irregularities of any kind, which make the proposal incomplete, indefinite, irregular, or ambiguous; the proposal may be rejected. Proposals received without the signature of a Company representative under the heading **\*\*BID PROPOSAL SIGNATURE\*\*** will be considered invalid. The City of Post Falls reserves the right to accept or reject any or all proposals, to waive any or all proposals, to waive any informalities and irregularities in said proposals, and to accept individual bid items. Evaluation for award will be made according to lump sum total amounts.

TERM OF BID AND BID AWARD:

The Bidder's proposal shall remain in effect for a period of 120 working days after the bid opening. If awarded the Bid, the successful Bidder will comply with the terms and conditions of the Bid Documents and subsequent Purchase Orders through the period of time as listed above. The City of Post Falls reserves the right to purchase any or all of the items as listed.

The City of Post Falls reserves the right to purchase another unit (s) and/or item(s) per this bid proposal at a later date should the need arise and if the seller agrees to the same pricing.

DISCLAIMER:

The City of Post Falls reserves the right to accept or reject any or all proposals, to waive any or all proposals, to waive any informalities and irregularities in said proposals, and to accept individual bid items.

**INVITATION TO BID  
NUMBER: PF-23-1  
INSTRUCTION TO BIDDERS**

**CERTIFICATE OF ELIGIBILITY**

*(Please fill out the top or bottom portion of this document, whichever is applicable)*

Freightliner Northwest, represented by Jim Banner represents that:  
(Bidder/Vendor) (Representative's Name)

- 1) For the purposes of this certificate, the term "Ineligible Person" shall mean any officer, agent or employee of the City of Post Falls and the spouse and any member of the household of such officer, agent, or employee. The term "Ineligible Entity" shall mean any corporation, partnership, trust, association, sole proprietorship, or organization of any kind in which an Ineligible Person holds any pecuniary or ownership interest of any kind or which employs an Ineligible Person.
- 2) Bidder is not an Ineligible Person or Ineligible Entity.
- 3) No Ineligible Person or Ineligible Entity has an interest of any kind in the abovementioned Bidder, nor will any Ineligible Person nor Ineligible Entity receive any consideration or benefit of any kind on account of the above-referenced project or purchase.
- 4) To the best of my knowledge, no Ineligible Person or Ineligible Entity has any interest in the above-referenced project or purchase, which is prohibited under Idaho Code Section 59-201.
- 5) I am over eighteen (18) years of age, have personal knowledge of the foregoing and would so testify if called upon in a court of law.

Dated the 11<sup>th</sup> day of November, 2022

BIDDER/VENDOR:

Jim Banner  
Representative's Signature  
Freightliner Northwest  
Bidder/Vendor

If you are unable to sign the above Certificate of Eligibility, you may, depending upon the circumstances, still be eligible to carry out this contract (PO). In order to receive such consideration, please explain the reasons why you are unable to execute the Certificate of Eligibility.

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Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BIDDER/VENDOR:

\_\_\_\_\_  
Representative's Signature  
\_\_\_\_\_  
Bidder/Vendor

**MINIMUM SPECIFICATIONS**

**Two (2) New 2023 Cab and Chassis with Dump Bed (6-Wheel)**

REQUIRED FEATURES: All features listed below must be included in base bid.

FAILURE TO INCLUDE STANDARD EQUIPMENT REQUIRED IN  
BASE BID MAY BE CAUSE FOR NON-ACCEPTANCE OF BID.

The Bidder will be required to indicate in the space provided after each item, whether they Comply or have any exceptions, substitutions, deletions, or any deviations from the specifications as written. Bidder must show proof that any exception is equal or superior to those specified. Please describe the exception on the line provided. If more space is required, list on last page under exceptions or describe on a separate sheet. Indicate the item number and a detail of the exception. Failure to indicate, may result in rejection of bid. If an item bid is other than factory standard/option (OEM) please indicate.

**NOTE:** The following specifications for the cab and chassis are presumed to be adequate for the container load refuse body specified; however, the Vendor is required to note any exception that would be required on cab and chassis specifications to meet requirements of refuse body--such as cab to axle, engine size, GVW etc. Vendor should include additional price changes related to these required changes.

<b><u>CAB &amp; CHASSIS:</u></b>		<b><u>EXCEPTIONS/COMMENTS</u></b>
1	Rated GVW—46,000 lb.	✓
2	Cab to Axle - 110 inch, clear usable; compatible with 6 cubic yard body	✓
3	Hood, fenders, and/or cab shall tilt forward for engine access—stationary grill.	✓
4	Frame—Reinforced Extra Hi-Tensile Steel of a strength to meet or exceed GVW rating with mounted equipment. Please Specify.	✓ 3,217,200 per frame rail
5	Front frame extension with provision for front mount pump. Engine crankshaft to driveline coupler to be supplied by truck dealer to body up fit- ter. Truck frame will be cut off as short as possible to accommodate the snowplow hitch and hydraulic pump and minimize the overall length.	✓
6	Conventional cab—Bumper to back of cab shall be 112" minimum.	
7	Front Axle – 20,000 lb. (minimum). Must be set back.	✓
8	Rear drive axles 26,000 lb. (minimum) with air operated locking differential.	✓

**INVITATION TO BID**

**NUMBER: PF-23-1**

- |    |  |   |
|----|--|---|
| 9  | Front spring - 20,000 lb. capacity.  | ✓   |
| 10 | Rear suspension - 26,000 lb. Non air bag rated<br>And designed for dump trucks.  | ✓   |
| 11 | Power steering. Steering gears. Please specify<br>Manufacturer and Model Bid.  | ✓ TRW THP60 & RCH45                                   |
| 12 | Heavy duty air brakes air disk type with heated<br>air dryer and petcocks on all air tank drains.<br>ADIS air dryer system   | Disc Brakes N/A for <23K<br>axles; Wabco SS air dryer |
| 13 | Automatic slack adjusters - front and rear.  | ✓   |
| 14 | Air compressor shall be 18-cubic feet per minute<br>(minimum), water cooled with the air supply<br>from the engine air filter.   | ✓   |
| 15 | Emergency brake, air maxi type.  | ✓   |
| 16 | Transmission - Automatic - Allison MD4560<br>RDS.  | ✓ 4500RDS   |
| 17 | Transmission must automatically shift to the<br>neutral position when the truck chassis air park<br>brake is applied.  | ✓   |
| 18 | Ten (10) wheels - 10-hole piloted type or equal.<br>Size to comply with GVW requirements. Specify<br>manufacturer and size bid.  | ✓ Accuride 22.5x12.25 &<br>Accuride 22.5x8.25         |
| 19 | Tires: Steel belted radials, size and ply required<br>for GVW rating and load; and shall comply with<br>current State and Federal regulations. Please<br>specify size bid. Front—two (2) radials traction<br>tread. Rear—eight (4) radials traction tread.   | ✓ 385/65R22.5 20 ply<br>front / 11R22.5 16 ply rear   |
| 20 | Fuel Tank—100-gallon, single tank—<br>standard running boards (if possible).   | ✓   |
| 21 | Construction type front and rear bumpers, heavy<br>duty steel channel supported by steel beam.   | ✓   |
| 22 | Directional signals self-canceling with four-way<br>emergency flashers.  |   |
| 23 | LED clearance lights.  | ✓   |
| 24 | LED Back up lights.  | ✓   |
| 25 | Factory wiring for LED plow lights (Light<br>installation by body installer). All plow wiring<br>to be run through conduit or a weatherproof<br>sheathing to prevent wiring from shorting out<br>during wet weather conditions. Weather Pak or<br>Deutch connections to be used at all<br>connections. No wiring or relays to be ran | ✓   |
| 26 | Chassis to be wired to rear for body up fitter<br>connections.   |   |
| 27 | Chassis to be equipped with air to rear of body<br>for glad hands.   | ✓   |

**INVITATION TO BID**

**NUMBER: PF-23-1**

- |    |  |  |
|----|--|--|
| 28 | Full complement of dash gauges.  | ✓  |
| 29 | Tinted safety glass.   | ✓  |
| 30 | Two front tow hooks.   | ✓  |
| 31 | Intermittent windshield wipers with window washer.   | ✓  |
| 32 | Air conditioning.  | ✓  |
| 33 | Fresh air heater and defroster.  | ✓  |
| 34 | Standard AM/FM radio system with Bluetooth call handling capabilities.   | ✓  |
| 35 | CB Radio and antennas – CB radio mounted in overhead console with single antenna, mounted to drive side mirror. CB power shall be controlled from both accessory and run side of the truck chassis ignition switch.  | ✓  |
| 36 | Rear-view camera system.   | ✓ Upfitter Installed   |
| 37 | Truck shall be equipped with a pre-trip light inspection system to repeatedly flash vehicle lights in a specific sequence so that operator can verify that exterior lights are functioning. The following lights must flash as part of this feature: Headlights, snowplow lights, park lights, fog lamps, taillights, brake lights and turn signals. | ✓  |
| 38 | West Coast rearview heated mirrors, power adjustable, with spot mirrors.   |  |
| 39 | Front fender mounted 10" Convex spot mirrors.  | ✓  |
| 40 | Sun visors - Dual.   | ✓  |
| 41 | Seats—Driver seat shall be a premium high back air suspension seat with 3 chamber air lumbar, integrated cushion extensions, forward and rear cushion tilt, and adjustable shock absorber. The passenger seat shall be a standard seat. Cloth upholstery.  | ✓ 2 chamber air lumbar per available manufacturer specifications |
| 42 | Cup holders.   | ✓  |
| 43 | Power door locks.  | ✓  |
| 44 | Power windows.   | ✓  |
| 45 | Seat Belts for all passengers.   | ✓  |
| 46 | Cab assist handles.  | ✓  |

**INVITATION TO BID**

**NUMBER: PF-23-1**

- |    |   |   |
|----|---|---|
| 47 | Door activated courtesy lights for cab.   | ✓ |
| 48 | Door check straps.  | ✓ |
| 49 | Maximum road speed of 65 M.P.H.   | ✓ |
| 50 | Paint: Cab-white, Chassis-no gloss black.   | ✓ |
| 51 | Roadside Triangle Warning Kit, DOT approved.  | ✓ |
| 52 | Fire Extinguisher – A 5-pound capacity installed in cab, fire extinguisher to be located between driver's seat and driver's door. | ✓ |

**ENGINE:**

- |    |   |                               |
|----|---|-------------------------------|
| 53 | Diesel Cummins engine, turbo charged computer controlled, horsepower 500 Minimum. Specify make and model bid. | ✓ Cummins X12 500hp           |
| 54 | Torque—1650 foot lbs. minimum. Specify torque bid.  | ✓ 1700 foot lbs.              |
| 55 | Six cylinders (minimum).  | ✓                             |
| 56 | Heavy duty air cleaner.   | ✓                             |
| 57 | Oil filter, heavy duty spin on.   |                               |
| 58 | Heavy duty cooling system.  | ✓                             |
| 59 | Air filter restriction gauge dash mounted.  | ✓                             |
| 60 | 160 amp alternator (minimum).   | ✓                             |
| 61 | Battery – Three (3) or four (4) –to equal a cold cranking amp of 2700, heavy duty as required.                | ✓                             |
| 62 | Engine block heater.  | ✓                             |
| 63 | Artic Fox in tank coolant powered fuel warming system or approved equal.                                      | N/A from factory at this time |
| 64 | Vertical exhaust extended above the dump body cab guard.  | ✓                             |

**INVITATION TO BID**

**NUMBER: PF-23-1**

65 Heater and radiator hoses shall be silicone and/or electrochemical degradation resistant type. All heater and radiator hoses shall have constant torque clamps.

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Not available at this time, spec'd with blue stripe rubber hoses

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66 Engine hour meter—dash mounted.

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✓ In driver display

---

67 Tachometer.

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✓

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**CAB AND CHASSIS MANUALS:**

- |    |  |  |
|----|--|--|
| 68 | <b>Service/Shop repair and Parts Manual</b> —<br>Furnished either as hard copy, disc, or CD.<br>Specify. [Manual(s) shall include all<br>necessary information for complete coverage<br>of unit, including diagnostic manuals, data,<br>or diagrams for electrical, vacuum, and<br>computer systems. Furnish any other<br>available diagnostic information.] | ✓ Hard Copy  |
| 69 | <b>Diagnostic Software – furnish computer<br/>         diagnostic software for chassis engine,<br/>         transmission, and body.</b>  | <hr/> Subscriptions and software<br>available at customer's<br>expense |
| 70 | Owner's Manual for chassis -two (2)<br>complete sets. Specify CD or hard copy.   | <hr/> One set per chassis supplied<br>from factory                     |

**DUMP BODY:**

- |    |  |                                      |
|----|--|--------------------------------------|
| 71 | Low-profile, contractor type   | <hr/> Not applicable to current spec |
| 72 | Capacity: minimum 6 cubic yard struck load,<br>tapered side from a 55" front side height to a<br>38" rear side height with 8" sideboard pickets<br>(mini- mum). Overall side height with<br>sideboards to be a minimum of 63" at front<br>and minimum of 46" at rear and tailgate. | <hr/> 10' X 54" X 36" X 42"          |
| 73 | Length and Width: 10' long by approximately<br>86" wide inside. Outside width must cover<br>outside dual tire width, but not exceed eight<br>feet total width.   | <hr/> ✓                              |
| 74 | Paint – Entire body to be sandblasted<br>covered with two-part epoxy sealant<br>primer and then painted Color white to<br>match cab and chassis.   | <hr/> ✓                              |

**BODY CONSTRUCTION:**

- |    |  |                                      |
|----|--|--------------------------------------|
| 75 | Underbody braces: Two longitudinal 1/4" by<br>10-gauge A 570 formed members, with hard<br>rubber cushion strip. Torsion tube to tie long-<br>members together at rear. | <hr/> 8" Longitudinal                |
| 76 | Floor: 1/4" AR 400, one-piece steel with a<br>minimum of 5" rounded sides for easy clean-  | <hr/> 1 /4" Hardox 450               |
| 77 | Sides: Seven-gauge high tensile strength<br>steel (65,000 PSI).  | <hr/>                                |
|    | a. Horizontal braces: All shall be sloping type.   | <hr/> Not applicable to current spec |
|    | b. Top Braces: Full box-type construction<br>with sideboards.  | <hr/> 4" X 4" X 3 /16" Angled        |

**INVITATION TO BID**

**NUMBER: PF-23-1**

- c. Bed sides and tailgate to have pointed top edge to shed dirt and rock. ✓
- 78 Top side boards shall be double walled and bolted in. ✓
- 79 Eight inch (8") straight, ten-gauge sideboards with pointed top edge to shed
- 80 Side Braces: A minimum of two full-length horizontal, made of ten-gauge steel. ✓  
Not applicable - (Matches Existing Body)
- 81 Welding: All joints and seams will be closed, with full seam welding. ✓
- 82 Install specified steps, grab handles, and shovel brackets. ✓
- 83 Front corner posts, full height, and depth. Must shed rocks. ✓
- 84 Bed must be built to shed dirt on all surfaces and rails. ✓

**TAILGATE:**

- 85 Asphalt Design, 50-degree dump angle, fabricated of 7-gauge AR400 grade 50  
3 /16" 44" Wide
- 86 Body and tailgate design: 3 /16" Hardox Inner Panel  
✓
- Minimum of 18" to a maximum of 20" overhang from edge of body to center of hinge pin to allow body to dump into a  
✓
- 87 Type: Manufacturer's heavy duty removable type. Lifting eye to be ✓
- 88 Braces: Three horizontal braces in addition to the boxed edge braces. Horizontal braces to be sloping type and made from 10 gauge. ✓
- 89 Separate spreader and drop chains, 3/8" coil proof spreader chains, to be bolt-on type to rear bottom of skirt with reinforcing plates, not to rear of corner posts. ✓
- 90 1-1/2" steel upper hinge brackets welded to tailgate, 1-1/2" pivot pins, and 1 1/4 pivot joint. Heavy Duty Slanted 1"
- 91 Tailgate: Height minimum of 44 inches. 42"
- 92 Complete smooth cover on tailgate over horizontal braces, 10 gauge. Not applicable to current spec
- 93 Tailgate latch device shall be air operated, locking at the rear. Air actuation is through one air pancake cylinder with adjustable linkage to each tailgate latch. ✓
- 94 Tailgate Control: Air operated, complete with lines and valving. ✓

**REAR CORNER POSTS:**

- 95 Type: Formed from 7-gauge high tensile steel and welded securely to the rear corner posts. 3 /16" 44" Wide

**INVITATION TO BID**

**NUMBER: PF-23-1**

96 Rear body cross members to rear post, to have large full-size 1/4" steel overlay, to secure these members together and reinforce lower lock hardware cutout. Not applicable to current spec

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97 Rear body cross members to be 8" formed steel channel. Not applicable to current spec

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**HOIST:**

98 Trunnion mounted self-cleaning non inverted cylinder. ✓

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99 Minimum 46-ton cylinder with 12" of body overhang from pivot point, 3-stages; first stage to be 5.5 inches diameter with 140-inch stroke. Hoist must be trunnion mount with oscillating trunnion assembly to reduce side loading. Cylinder must not protrude more than 12" into body. Cylinder must achieve 50-degree body dump angle. ✓

100 Cylinder to be corrosion resistant to prevent scoring, scuffing and marking. ✓

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101 Cylinder shall incorporate an internal device to automatically remove air from cylinder, not bleed air into atmosphere. Self-bleeding type. ✓

102 Rear hinge to be full depth one piece of minimum of 4" x 8" structural angle, to have a minimum of 2" solid stainless-steel pins and composite bushings, each side for easy body removal. No grease design.

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103 Cylinder cradle is one piece, incorporating body props, body guides, and two safety body props. ✓

104 Bidder to furnish NTEA certification of hoist to body application, from manufacturer of dump body. ✓

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**COMPLETE HYDRAULIC SYSTEM – Force America or Approved Equal Hydraulic Pump and PTO**

105 The hydraulic pump shall be an axial piston pressure and flow compensated load-sensing. ✓

106 The pump shall have a minimum displacement of 5.61 cubic inches per revolution at maximum stroke which shall deliver 23.7 GPM at 1000 engine RPM. 5.98 Cubic Inches

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107 The pump shall have a minimum 2-inch suction line and ½ inch control drain line plumbed directly back to the reservoir. ✓

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108 The pumps compensator shall have rear-facing adjustments. ✓

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109 The pump shall be rated for 5800 PSI maximum and 4800 PSI continuous. ✓

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**INVITATION TO BID**

**NUMBER: PF-23-1**

110 The pump shall have a 1¼" keyed drive shaft and SAE 4-bolt type C mounting flange.



111 The shaft must have a captured keyway and a flat opposite the key for the driveline set screw.



**MOUNTING:**

112 The hydraulic pump shall be mounted with a shaft centerline parallel to the crankshaft centerline and at a level to create not more than a three-degree angle and not less than a one-degree angle on the driveline.



113 The pump mounting shall be incorporated with a bracket fabricated to mount in the extended frame rails of the truck.



**DRIVE LINE:**

114 The hydraulic pump shall be driven directly off the engine crankshaft via a splined driveline to allow for movement. The driveline shall include grease fittings on both u-joints. Driveline shall be a 1310 series.



115 There shall be a high-pressure filter plumbed between the hydraulic pump and the control valve assembly.



116 The hydraulic filter shall be a 25-micron absolute and rated for 6000 PSI.



117 The hydraulic filter shall be equipped with a visual and electrical bypass indicator.



118 A warning light shall be mounted in the cab and wired to the electrical indicator.



**RESERVOIR/VALVE ENCLOSURE:**

119 The valve/tank combination shall be one unit.



120 The hydraulic reservoir will be of 45 gallons nominal capacity.



121 The hydraulic reservoir shall be constructed of 10-gauge steel and be internally baffled.



122 The valve enclosure lid shall protect from both road and pressure washer spray.



123 For ease of removal by a single person, the valve enclosure lid shall weigh less than 22 pounds.



124 The valve enclosure lid shall be black high-density polyethylene with stainless steel reinforcements.



125 The valve enclosure lid shall have molded integrated handle for ease of removal.



126 The valve enclosure lid shall be attached to the reservoir via four (4) rubber straps that can be removed without the use of any tools.



**INVITATION TO BID**

**NUMBER: PF-23-1**

- 127 Mounting bracket shall be designed and supplied by the reservoir supplier. ✓
- 128 Mounting system shall allow for a 1-inch frame clearance for frame obstructions. ✓
- 129 Shall be mounted in a manner as to not transmit any truck torsional loads through the tank. ✓
- 130 The enclosure shall use a gasket-less passive technology. Rubber seals, gaskets, or weather stripping are not acceptable. ✓
- 131 The enclosure lid shall be removable within seconds by one person without the use of tools. ✓
- 132 All valve fittings, hose ends, filter, filler breather, sending units and any electrical connections shall be protected by enclosure cover. ✓
- 133 The reservoir supplier shall provide all valve fittings (JIC connections) and plumb the return line from the valve to the filter. ✓
- 134 The cover shall protect from both road and pressure washer spray. ✓
- 135 The use of bulkhead fittings is not permitted. ✓
- 136 The directional control valve shall be easily accessible from all six (6) sides without the use of tools. ✓
- 137 Hose exit and entrance shall allow for components to be mounted adjacent to the enclosure. ✓
- 138 A 2 inch full flow brass ball valve shall be plumbed at the suction port of the tank. ✓
- 139 A low oil/high temp sending unit shall be mounted in the reservoir. ✓

**FILTER:**

- 140 Hydraulic oil filter shall be mounted in the reservoir. ✓
- 141 Hydraulic filter shall be a 16-micron absolute and rated for no less than 70 G.P.M. ✓
- 142 Filter shall include visual and electrical bypass indicators. ✓
- 143 The filter cartridge shall be constructed of a synthetic media. ✓
- 144 The return port in the filter shall be SAE #20 or larger. ✓
- 145 A warning light shall be mounted in the cab and wired to the electrical filter bypass indicator. ✓
- 146 The system shall be delivered with one spare filter element. ✓

**HYDRAULIC CONTROL VALVE:**

- 147 The hydraulic valve shall be of modular manifold design. ✓

**INVITATION TO BID**

**NUMBER: PF-23-1**

148

Each hydraulic function requires an individual manifold stacked together to form the manifold base.

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**INVITATION TO BID**

**NUMBER: PF-23-1**

- |     |   |   |
|-----|---|---|
| 149 | The manifold base shall consist of an inlet section with SAE #16 inlet porting, SAE #20 outlet porting, and SAE #4 load sense porting.  | ✓ |
| 150 | There shall be a main system relief in the inlet section to protect the system from high pressure in case the pump compensators fail.   | ✓ |
| 151 | All remaining valve manifolds shall be manufactured from 6061-T6 aluminum.  | ✓ |
| 152 | All aluminum sections must be anodized to MIL-A-8625F specifications.   | ✓ |
| 153 | The hydraulic control valves shall be pulse-width modulated, proportionally controlled.   | ✓ |
| 154 | Each hydraulic valve segment shall be individually mounted to the manifold base assembly and be serviceable without removing any hydraulic hoses or any other hydraulic valve segments. | ✓ |
| 155 | Each hydraulic valve segment shall have individual pressure compensation to achieve independent simultaneous operations.  |   |
| 156 | Each segment shall be equipped with a manual override.  | ✓ |
| 157 | The valve is to be arranged as follows:   | ✓ |
|     | - Hoist: 3-way 40 GPM cylinder spool with a cable pull-off valve plumbed into the hoist line to prevent body from raising over center.  | ✓ |
|     | - Plow lift: 4-way 21 GPM cylinder spool with a float block and Power float   | ✓ |
|     | - Plow angle: 4-way 21 GPM cylinder spool   | ✓ |
|     | - Wing valve: 4-way 21 GPM cylinder spool   | ✓ |
|     | - Wing valve: 4-way 21 GPM cylinder spool   | ✓ |

**INTEGRATED PLOW POWER FLOAT:**

- |     |   |   |
|-----|---|---|
| 158 | The plow power float shall be a counterbalance valve that has the ability to take some of the plows weight off the blade and on to the front of plow truck. | ✓ |
| 159 | The valve shall work by supplying pressure to the lift cylinder to partially lift the plow for the single and double acting plow lift cylinders.            | ✓ |
| 160 | Unused ports are plugged.   | ✓ |
| 161 | The electrical switching shall be provided in the control console to automatically turn the valve off in order to hold the plow in the raised position.     | ✓ |
| 162 | The plow shall drift down after it is raised if the counterbalance valve is not turned off.   | ✓ |

**INVITATION TO BID**

**NUMBER: PF-23-1**

- 163 The valve shall use a pressure reducing/relieving valve to control the float lift pressure. ✓
- 164 Two solenoid valves wired together run the valve off and on. ✓
- 165 One solenoid valve opens the inlet of the pressure-reducing valve to the pump. ✓
- 166 The other solenoid valve opens the outlet of the pressure reducing/relieving valve to the lift port. ✓
- 167 Oil flowing in and out of the lift port is restricted with an orifice. ✓
- 168 The plow power float shall be integrated into the main control valve stack. Externally plumbed valves are not acceptable. ✓

**HYDRAULIC LINES AND PLUMBING:**

- 169 All hydraulic lines and plumbing shall be of sufficient capacity so as not to create heat or turbulence within hydraulic system. ✓
- 170 Suction line between reservoir and pump shall be a minimum of 2 inches. I.D. with a minimum SAE 100-R4 rating and shall be secured on both ends via heavy duty banding straps, radiator hose clamps are unacceptable. ✓
- 171 All pressure hoses, including signal sense to pump shall have swivel fittings on both ends and have a minimum SAE 100-R2 rating. ✓
- 172 Return lines and case drain shall have minimum SAE 100-R1 rating. ✓
- 173 Hydraulic lines shall be routed to minimize interference with equipment and chassis components requiring periodic servicing. ✓
- 174 Support brackets, grommets, and tie wraps shall be provided where appropriate to protect lines from damage by abrasion, cutting or impact. ✓
- 175 Hoses shall not be routed near exhaust manifolds pipes, bolts, sharp edges, and exhaust system to prevent wear, fatigue, or fire. ✓
- 176 Pipe fittings are not acceptable in any high-pressure line. ✓
- 177 Maximum distance between support clamps on all hydraulic lines shall be 24 inches. ✓

**Miscellaneous**

- 178 Controls: Shall have all plow and hoist controls. Controls shall allow for one-handed fingertip control of all spreader and plow controls, mounted on the right side of the driver's seat with heavy-duty seat mount bracket, replacing the OEM installed armrest. Force America Patrol ✓



**INVITATION TO BID**

**NUMBER: PF-23-1**

Commander Ultra or approved equal. Please specify. Layout of controls on control head to be determined at pre-build meeting.

- 179 All electrical wiring and connections to be vapor sealed (to prevent moisture damage) with no exposed wires or terminals. ✓
- 180 Electrical Junction Box. ✓

**RETURN LINE COLLECTOR MANIFOLD:**

- 181 All lines returning to the hydraulic reservoir shall run into an aluminum collector manifold. ✓
- 182 There shall be one line running direct to the in-tank filter. ✓
- 183 Unused ports on the manifold shall be plugged for future use. ✓
- 184 The manifold shall be rated for 60 GPM and 1000 PSI and contain multiple ports of various sizes. ✓  
**Black pipe or cast iron fittings are not acceptable.**

**VIBRATOR:**

- 185 Vibco Big Bertha DC 3500 or approved equal Buyers 3500
  - a. 4,000 VPM, 3,500 lbs. force minimum. ✓
  - b. Bed vibrator mounted under body a 1/4 length from front and centered between body longitudinally. ✓
  - c. 80-amp maximum voltage draw with self-resetting circuit breaker 150 Max
  - d. Specify manufacturer and model bid. ✓
- 186 Vibrator control shall be located in cab with momentary push buttons switch mounted on control console. ✓

**TRAILER HITCH:**

- 187 Air operated pintle hitch, Premier 2300A or approved equal. Specify. 3/4" Heavy duty formed gussets and buck plate; Provide air glad hand connectors and Phillips 15-720 or comparable 7-way pin trailer socket to rear. ✓ Premier 670A

**INVITATION TO BID**

**NUMBER: PF-23-1**

**ACCESORIES:**

- 188 Cab Guard: Shall be standard type, minimum of 22", made of ten-gauge steel with side stiffeners and full width of dump body with room for vertical exhaust stack running above the cab guard. With center mount ECCO 7960A strobe light or approved equal. Wiring enclosed in conduit. Switch for strobe light to be on dash of truck with activation light in switch. ✓
- 189 4 - 1" round LED strobe lights to be mounted on front of truck, visible with plow in the travel position. 4 rear LED strobe lights shall be a minimum of 6" x 2", recess mounted in dump body frame and alternately flash. 2 LED strobe lights shall be mounted on both left and right side behind the cab facing outward. All LED strobe lights shall be amber in color. All strobes to be controlled with single cab mounted switch. ✓
- 190 LED rear flood light, in addition to the chassis back up lights, shall be activated with back up lights and mounted on rear frame rails allowing clearance for asphalt paver docking. ✓
- 191 Lights: (1) L.E.D. Oblong, recessed, stop, tail light per corner post. Factory chassis taillights to be utilized at rear hitch area. All lights and reflectors must conform to meet Federal requirements. ✓
- 192 Wiring: All wiring to be run through conduit or a weather proof sheathing to prevent wiring from shorting out during wet weather conditions. Weather Pak connections to be used at all connections. No wiring or relays to be ran through wheel wells. No exceptions. ✓  
**An electronic or hard copy of body electrical wiring harness and components shall be supplied at time of delivery for system support, diagnostics, and maintenance. Specify copy type.** ✓
- 193 Factory installed body prop, OSHA approved. ✓
- 194 Back-up alarm, OSHA approved. ✓
- 195 Body raised indicator light installed on control console. ✓
- 196 Mud Flaps: Front and rear of drive tires. Front to have anti-sail brackets. ✓

**INVITATION TO BID**

**NUMBER: PF-23-1**

- |                                     |   |               |
|-------------------------------------|---|---------------|
| 197                                 | Side mounted Steps and walk rail: Two (2) Steps total. Welded to sidewall of dump bed, constructed of 3/16" angle iron. Walk rail shall be 1 1/2" wide constructed of open anti-slip material. Each step shall be 12" long and made from 1 1/2" grip strut material. Mounting location—Walk rail shall be: Outside body mounted the length of both bed sides and up approximately 10" from bottom of dump bed. Driver's side <u>1<sup>st</sup> step</u> – approximately 20" straight above walk rail. <u>2<sup>nd</sup> step</u> – Same location as 1 <sup>st</sup> step except inside bed. | ✓<br>✓        |
| 198                                 | Hand Hold Bracket: 5/8" rolled steel, configured to make a 12 inch "D" shaped hand hold. Side mounted, driver's side, near front of bed for use in climbing up side of truck bed.   | ✓             |
| 199                                 | Shovel Bracket: Constructed of 1/8" strap steel, configured to hold a #2 tempered asphalt shovel. Mounted on front of bed, driver's side.   | ✓             |
| 200                                 | Snow plow driving lights shall be LED type to be mounted on hood with aluminum brackets. Exact location to be determined at prebuild meeting.   | ✓             |
| <b><u>REVERSIBLE SNOW PLOW:</u></b> |   |               |
| 201                                 | Snow Plow Blade, 12' reversible.  | Option Priced |
| 202                                 | Plow shall consist of twin 3" x 10" corrosion resistant hydraulic cylinders.  | ✓             |
| 203                                 | Minimum mold board requirements:  | ✓             |
|                                     | a. Mold board height: 42" and length: 12'.  | ✓             |
|                                     | b. All welds must be continuous (skip welds not acceptable).  | ✓             |
|                                     | c. 10 gauge roll formed mold board with built in integral shield with top edge of mold board extending a minimum of 12" beyond cutting edge.  | ✓             |
|                                     | d. Minimum of six of 1/2" ribs.   | ✓             |
|                                     | e. Cutting path of 144" at 35° for an 12' mold board  | ✓             |
|                                     | f. Minimum of 2" x 2" x 3/8" top mold board angle.  | ✓             |
|                                     | g. 4" x 4" x 3/4" bottom mold board angle with an additional 4" x 3" x 1/2" reinforcements between the cutting edge bolt holes.   | ✓             |
|                                     | h. Winter Equipment carbide Razor SYS-RZ11FC cutting edge system.   | ✓             |
|                                     | i. Three-position attack adjustments ( 5°, 10°, 20° approximately)  | ✓             |

**INVITATION TO BID**

**NUMBER: PF-23-1**

	j. Wrap around curb guards.	Option Priced
204	Push frame tube to be 85" in width constructed of 4' x 4" x 3/8" square tube.	✓
205	Push frame – minimum of 3" x 3" x 1/2" semicircle.	✓
206	Unit shall have reversing cylinders on the push frame for increased protection against road debris and for ease of maintenance.	✓
207	Trip edge style.	Hook and Loop
208	Truck portion quick coupler hitch:	✓
	a. Single center point locking Pin.	✓
	b. Adjustable lift arm.	✓
	c. Pushes at truck frame width.	✓
	d. Price to include appropriate corrosion resistant lift cylinders and installation of front hitch, hoses and fittings from lift cylinder to valve body.	Included In Option Pricing
209	Snow plow mount shall be positioned a minimum of 11" from the ground to bottom of the mount.	✓
210	Powder coated mold board, A-frame, push frame and other miscellaneous components.	✓
<b><u>MISCELLANEOUS / MANUALS:</u></b>		
211	Inspection trips: The Bidder shall provide one (1) pre-build meeting and one (1) pre-paint factory inspection trip for two (2) representatives from the City of Post Falls. The inspection trip shall be scheduled at a time mutually agreed upon between the manufacturer's representative and the customer. All costs such as travel, lodging and meals shall be the responsibility of the Bidder	✓
212	Owner's Manual for dump body and plow; two (2) complete sets. Specify CD or hard copy.	✓ Hard Copy
213	At time of delivery the Bidder shall provide a Copy of the Manufacturer's Certificate of Origin, Odometer Disclosure Statement; and Report of Sale and Application for Certificate of Title (ITD #3339C-Applicant Pink Copy).	✓
	<b>After title work has been submitted to the State of Idaho a copy of the Application of Certificate of Title (ITD #3339) to the City of Post Falls Property Manager.</b>	

**INVITATION TO BID  
NUMBER: PF-23-1**

**"DISCRETIONARY" OPTIONS:** Insert prices for the following options, if available. Insert "Std." if standard, "N/A" if not available. These options may be ordered by the City, but the Bidder is not re- quired to have these options available.

- |   |   |  |
|---|---|--|
| 1 | <p>Wing Plow: Wing Plow Blade shall be minimum 9 foot, Wing Plow shall be mid-mount extendable type, Carbide cutting edge shall be ¾" x 6", Wing Plow height shall not exceed 25 inches, Wing Plow unit shall tuck straight back for minimum interference</p> <p style="margin-left: 20px;">a. Right Mount</p> <p style="margin-left: 20px;">b. Left Mount</p> <p style="margin-left: 20px;">c. Dual Mount</p>                  | <hr/> <p>\$28,000 (incompatible with single axle spec)</p> <hr/> <p>\$28,000 (incompatible with single axle spec)</p> <hr/> <p>\$28,000 (incompatible with single axle spec)</p> <hr/> |
| 2 | Curb Guards.  | <hr/> <p>N/A</p> <hr/>   |
| 3 | Wing Plow guidance laser – Laser Line Manufacturing Model #GL3000PMC. Wing Plow guidance laser shall be mounted to the truck cab on a pedestal mount.   | <hr/> <p>\$6,500</p> <hr/>   |
| 4 | <p>Each wing plow must be equipped with flashing warning LED lights, three (3) must be located on the top edge and two (2) located on the heel end, all facing rearward.</p> <p>All lights must be surface mounted to the rear of the wing plow on custom fabricated brackets facing rearward with wing plow fully deployed. Lights shall be wired in a way that if one shall malfunction, the other must stay illuminated.</p> | <hr/> <p>\$1,050</p> <hr/> <hr/> <hr/>   |
| 5 | Reversing Underbody Scraper, 11' long angling to 45 degrees, controls integrated into Force America system  | <hr/> <p>\$37,950 (incompatible with single axle spec)</p> <hr/>   |
| 6 | Municipality quality slide-in dual auger hydraulic Spreader appropriate size for bed. Stainless steel dual auger. Wet tank system. Roller centering spreader stand. With controls installed in the cab.   | <hr/> <p>\$53,500 – less valve and controls (valve and controls included in bid)</p> <hr/>   |

**INVITATION TO BID  
NUMBER: PF-23-1**

**PRICE** – One (2) New 2023 or Newer Cab and Chassis mounted with Dump Body (6-Wheel) and Snowplow.

Total price to include all standard factory equipment plus options as listed in the previous specifications. Price to Include Delivery to Post Falls, Idaho.

**CAB & CHASSIS:**

Manufacturer Freightliner

Model 114SD

Year MY24 / CY23

**DUMP BODY**

Manufacturer Beau-Roc

Model CSS

Year 2023

**SNOW PLOW**

Manufacturer: Viking-Cives

Model: MW-12'

Delivery Time of Complete Unit to Post Falls Estimated 425-515 days from time of order

**PRICE WITHOUT TRADE-IN**

Two (2) New 2023 or Newer Cab and Chassis mounted with Dump Body (6-Wheel) and Snow Plow

\$ 528,635.12  
(does not include  
“indiscretionary  
options”)  
FOB Post Falls

**TRADE-IN:**

Trade-Ins: **\* City reserves the right to accept or reject any trade-in allowance**

The Bidder shall arrange inspection of the equipment if listed through the Equipment Maintenance Facility; call Ross Junkin, maintenance Manager, at 208-773-1722 to schedule an appointment. The Bidder shall be required to quote the following as Trade-In.

**TRADE-IN ALLOWANCE**

\$ 15,000(total for 2 units)

**PRICE WITH TRADE-IN IF ONE IS LISTED**

\$ 513,635.12  
FOB Post Falls

EXCEPTIONS to bid specification NOT noted previously must be listed on attached page under exceptions.

**ONLY FIRM PRICES ON BIDS WILL BE ACCEPTED!**

The City of Post Falls reserves the right to accept or reject any proposal.

**INVITATION TO BID**  
**NUMBER: PF-23-1**

Idaho Motor Vehicle Dealer's License # 0055 (Required for bid to be Valid)

If the supplier of the dump body is a different company than the actual Bidder please indicate the dump body supplier.

Company Cobalt Truck Equipment Telephone (509) 309-9604  
Address 4620 E Trent Ave Contact Person Bob Charbonneau

**SIGNATURE PAGE:**

Exceptions: If the terms and conditions provided on the preceding pages cannot be met, bidders are instructed to note those terms and conditions with which they take exception, giving a full explanation and sign below. If no exceptions are taken, write "**NONE**" and sign below.

- 1) In regards to "only firm prices will be accepted", and "Delivery Time Of Complete Unit To Post Falls" on page 23, please see letter included in sealed bid packet titled "Potential Material Surcharges and Possible Lead Time Delays."

Bidder's State of Domicile Washington. Failure to furnish information on State of Domicile may result in Rejection of Bid. (Please see section entitled Bidder's State of Domicile).  
Amount of Bid Preference Penalty (If Applicable)\_\_\_\_\_.

**\*\*BID PROPOSAL SIGNATURE\*\***

  
Representative's Signature

Jim Banner  
Representative's Name—Printed

[Jim.banner@freightlinernw.com](mailto:Jim.banner@freightlinernw.com)  
Representative's E-Mail Address

(509) 991-4374  
Telephone

(509) 363-3109  
Fax Telephone

Freightliner Northwest  
Company

10310 Westbow Blvd  
Address

Spokane  
City

WA 99224  
State Zip Code

11-11-2022  
Date





*Legal Services*  
**Phone: (208) 773-0215**  
**Fax: (208) 773-0214**

## Memorandum of Legal Counsel

**To:** Ross Junkin  
**From:** Field K. Herrington, Deputy City Attorney  
**Date:** December 23, 2022  
**Re:** November 15, 2022, Bid Opening – Two New Single Axle Dump Trucks

---

My review and analysis are based purely on the legal aspects of the bid as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2806, and the required information contained in the notice inviting bids. On or about November 15, 2022, I received copies of one (1) bid that was received and opened by the City Clerk, Shannon Howard at or about 11:00 on November 15, 2022.

The bid consisted of a bid from Freightliner (\$513,635.12).

I have reviewed the submittal from the apparent low bidder, Freightliner. Based upon the bid total sheet, Freightliner appears to be the lowest, and only, responsive bidder.

My review of the Freightliner bid leads me to conclude, on a purely legal level, that Freightliner is the lowest responsive bidder, and if the City intends to award the bid, then the bid should be awarded to Freightliner. My conclusion is based upon the following information:

1. I have reviewed the Bid Total Sheet and bid submittals from the City Clerk. It appears that the submittal by Freightliner was timely.
2. The submittal was provided on the required form and with the required attachments:
  - a. Completed proposal;
  - b. Bidder information;
  - c. A representative of Freightliner executed the attestations and documents.

Based upon my review Freightliner is compliant with Idaho Law, the City of Post Falls Procurement standards, and is the lowest, and only, responsive bidder at \$528,635.12. I did not review the details of the specifications and will defer to you on the technical aspects of the bid, as I lack the requisite knowledge to comment on the minimum specifications needed by the Streets Department.

Should you have any questions, please feel free to contact me.

Very Truly Yours,

A handwritten signature in black ink that reads "Field K. Herrington".

Field K. Herrington  
Deputy City Attorney



FREIGHTLINER of HAWAII

GORDON TRUCK CENTERS DEALER FAMILY

VEHICLE PURCHASE AGREEMENT

TOLL FREE ALL STORES 800-523-8014

Buyer's Name City Of Post Falls
Order Date 1 / 27 / 2023
Address 800 N Public Works Way
Estimated Delivery Date / / 2024
City Post Falls State ID Zip 83854
Sales Rep Jim Banner
Business Phone (208) 773-1722 Cell Phone
Customer Email rclark@postfallsidah.org

Quantity Ordered 2
Base Price Per Unit \$ 264,217.56
Federal Excise Tax Per Unit \$
Subtotal Price Per Unit \$ 264,217.56
Additional Description
For awarded bid # PF-23-1
Additional Items Per Unit (Not included in base price)
Administration Fee \$ 200.00
Title/Transfer Fee Per Unit \$
Trip/Fuel Permit Per Unit \$
Subtotal: \$ 528,635.12
Sales Tax Rate: % \$ 0.00
Less: Deposit \$ 0.00
Less: Cash Down Payment \$ 0.00
Less: Net Trade-in Allowed \$ 0.00
Unpaid Balance \$ 528,635.12
(DUE ON DELIVERY)

Stock Number TBD
VIN Number TBD
Year 2024 Color White
Make Freightliner
Model 114SD
Tractor/Truck/Trailer Single Axle Dump/Plow Truck
New Used

TRADE IN: CONDITION REPORT REQUIRED

Year Make Model
Body Type Color
VIN Number
Loan Balance Owed To
Address
City State Zip
Trade Allowance \$
Balance Owing \$
Equity \$ 0.00

SALES LOCATION

- Nampa, ID (208) 461-4751
Mt. Vernon, WA (877) 848-0472
Hermiston, OR (800) 657-5408
Pacific, WA (800) 282-0699
La Grande, OR (800) 843-1195
Olympia, WA (855) 245-4635
Coburg, OR (541) 225-2030
Ridgefield, WA (360) 887-7562
Redmond, OR (541) 548-7497
Spokane, WA (888) 744-0390
Medford, OR (541) 779-4622
Union Gap, WA (800) 378-9478
Kapolei, HI (808) 682-4315

Signature X
Date X

# VEHICLE PURCHASE AGREEMENT

Buyer's Name City Of Post Falls  
Sales Rep Jim Banner

Order Date 1 / 27 / 2023

**EXCLUSION OF WARRANTIES:** Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose, with regard to the products purchased; and that in no event shall Gordon Truck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase. Extended warranties are available for purchase at time of sale but are not included unless otherwise stated in the Vehicle Purchase Agreement. Tax, title and license are the purchaser's responsibility.

**PRICE INCREASES:** Prices are subject to change in the event of manufacturer-imposed surcharges or price increases. Purchasers will receive written notice of any price increase and given no less than 14 calendar days to accept the price increase or cancel the order at no charge.

**VEHICLE DELIVERY TERMS:** Vehicles must be paid in full prior to customer taking possession. Customer will be notified once vehicle(s) have been received from OEM and are ready for delivery. From the day of notification customer will have fourteen (14) calendar days to fund Gordon Truck Centers Inc. (GTC) any amount still owed on the vehicle and take possession of vehicle. Vehicles not funded after fourteen calendar days will be subject to additional daily flooring charges until payment is received in full. All deposits on factory ordered vehicles are non-refundable. Valid proof of insurance required prior to vehicle pick up or delivery.

**FEDERAL EXCISE TAX:** (Applicable) Federal Excise Tax will be invoiced and collected at time of sale by Gordon Truck Centers, Inc. Purchaser may provide a signed exemption certificate specific to the vehicles being sold at time of invoicing to be exempted from Federal Excise Tax.

## GORDONTRUCK CENTERS INC. (GTC) PREFERRED METHOD OF PAYMENT:

1. In-House Finance
2. Automated Clearing House (ACH)
3. Wire Transfer
  - a. Instructions are available for customer reference
4. Cashier's Check
  - a. Must be from local banks only – out of state transactions are wire transfer/ACH only
  - b. Must be payable to Gordon Truck Centers Inc.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT (VPA) includes all terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER** as evidenced below. Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

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## Purchaser's Acceptance

Purchaser's Name (Please Print) City Of Post Falls

Name of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative X \_\_\_\_\_

Date \_\_\_\_\_ X \_\_\_\_\_

## Gordon Truck Centers Inc.

Accepted This Date By:

X \_\_\_\_\_, Sales Manager

Date \_\_\_\_\_

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT AGENDA  
MEETING DATE: FEBRUARY 7<sup>TH</sup>, 2023**

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**DATE: JANUARY 26<sup>TH</sup>, 2023**  
**TO: HONORABLE MAYOR AND CITY COUNCIL**  
**FROM: BILL MELVIN – CITY ENGINEER**  
**SUBJECT: CONSULTANT PRE-SELECTION 2023-2024**

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**ITEM AND RECOMMENDED ACTION:** With approval of the Consent Agenda, City Council approves the recommended pre-selection consultant list that runs through December 31, 2024.

**DISCUSSION:** The City advertised a request for qualifications from professional consultants desiring to be on the City's pre-selection roster. We received 25 submittals from various engineering and architectural firms. A review and selection committee consisting of members from Parks, Public Works and Community Development reviewed and pre-qualified consultants within their appropriate areas of expertise.

If the City desires to use a consultant from the established list, we have the option of selecting the consultant we feel would be most qualified for a particular project or interviewing several of those on the list and making a selection from the interview process. The establishment of the roster does not preclude the City from advertising for a particular project in which we would like to have a broader group of consultants to choose from, however, it saves the time and expense of going through the process for every project.

State Code authorizes the use of established pre-selection lists for consultant services, as opposed to advertising and interviewing consultants for all projects.

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

**APPROVED OR DIRECTION GIVEN:** Upon approval of the committee's selection, each firm who submitted will be notified of the results by a formal letter.

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:** N/A

**BUDGET CODE:** N/A

**SUPPORTING DOCUMENTS:** A list of consultants and their pre-qualified areas is attached.

Key:  
 "X" indicates category/sub-category submitted for  
 "X" with highlighted box indicates firm chosen by committee for that category

## CONSULTANT ROSTERS 2023-2024

CATEGORY						SUBMITTALS PROVIDED BY
1. DOMESTIC WATER ENGINEERING SERVICES						
	Treatment, Storage & Supply	Distribution	Master Planning & Modeling			
	X	X	X			CENTURY WEST
	X	X	X			COFFMAN ENGINEERS
		X				DCI ENGINEERS
	X	X	X			J-U-B ENGINEERS
	X	X	X			KELLER ASSOCIATES, INC
	X	X	X			STANTEC
	X	X	X			T-O ENGINEERING LLC
	X	X	X			WELCH COMER ENGINEERS

CATEGORY						SUBMITTALS PROVIDED BY
2. WASTEWATER COLLECTION AND TREATMENT:						
	Collection	Treatment	Collection System Planning & Modeling	Permit Compliance and/or Scientific Analysis	Wastewater Reuse	
	X	X	X	X	X	CENTURY WEST
	X	X	X	X	X	COFFMAN ENGINEERS
	X	X	X	X	X	HDR ENGINEERING
	X					DCI ENGINEERS
	X	X	X	X	X	J-U-B ENGINEERS
	X	X	X	X	X	KELLER ASSOCIATES, INC
	X	X	X	X	X	MOUNTAIN WATERWORKS
	X	X	X	X	X	STANTEC
	X	X		X	X	T-O ENGINEERS, LLC
	X	X	X	X	X	WELCH COMER ENGINEERS

CATEGORY						SUBMITTALS PROVIDED BY
3. LANDSCAPE ARCHITECTURE						
	Design	Park Master Planning				
	X	X				ARCHITECTS WEST
	X	X				BERGER PARTNERSHIP
	X	X				J-U-B ENGINEERS
	X	X				MICHAEL TERRELL LANDSCAPE ARCHITECTURE, PLLC
	X					T-O ENGINEERS, LLC

CATEGORY						SUBMITTALS PROVIDED BY
4. DEVELOPMENT REVIEW SERVICES						
	Engineering					
	X					CENTURY WEST
	X					J-U-B ENGINEERS

CATEGORY						SUBMITTALS PROVIDED BY
5. GEOTECHNICAL ENGINEERING/MATERIAL TESTING						
	Geotechnical Studies	Construction Quality Control Testing				
	X	X				ALLWEST
	X	X				BUDINGER & ASSOCIATES
	X	X				SHANNON & WILSON, INC
	X	X				STRATA

CATEGORY						SUBMITTALS PROVIDED BY
6. STORM DRAINAGE/FLOOD CONTROL						
	Site Design/Onsite Treatment	System Collection	System Treatment			
	X	X	X			CENTURY WEST
	X	X	X			COFFMAN ENGINEERS
	X	X	X			DCI ENGINEERS
	X	X	X			J-U-B ENGINEERS
	X	X	X			KELLER ASSOCIATES, INC
	X	X	X			WELCH COMER ENGINEERS

CATEGORY						SUBMITTALS PROVIDED BY
7. ENVIRONMENTAL SERVICES						
	Site Analysis, Testing and Remediation					
	X					ALLWEST
	X					BUDINGER & ASSOCIATES
	X					T-O ENGINEERS, LLC

CATEGORY						SUBMITTALS PROVIDED BY
8. CONSTRUCTION MANAGEMENT/CONTRACT ADMINISTRATION						
	Public Works Construction	Building & Grounds				
	X	X				CBRE HEERY, INC
	X	X				J-U-B ENGINEERS
	X	X				KELLER ASSOCIATES, INC
		X				MICHAEL TERRELL LANDSCAPE ARCHITECTURE, PLLC
	X	X				MOUNTAIN WATERWORKS
	X	X				WELCH COMER ENGINEERS

CATEGORY						SUBMITTALS PROVIDED BY
9. ARCHITECTURAL SERVICES						
	Small Projects - Remodeling/ Amenities	Major Projects - Buildings				
	X	X				ARCHITECTS WEST
	X	X				BERNARDO WILLIS
	X	X				DESIGN WEST ARCHITECTS
	X	X				INTEGRUS ARCHITECTURE
	X	X				LONGWELL & TRAPP ARCHITECTS

CATEGORY						SUBMITTALS PROVIDED BY
10. SURVEYING SERVICES						
	Boundary & Legal Services	Construction Services				
	X	X				COFFMAN ENGINEERS
	X	X				FRAME & SMETANA
	X	X				J-U-B ENGINEERS
	X	X				KELLER ASSOCIATES, INC
	X	X				STRATTON LAND SERVICES, INC
	X	X				T-O ENGINEERS, LLC
	X	X				WELCH COMER ENGINEERS

CATEGORY						SUBMITTALS PROVIDED BY
11. STREETS/TRANSPORTATION						
	Streets and Roadways	Traffic Signals/Traffic Control Systems	Traffic Impact Analysis	Planning/Traffic Modeling	Multi-Modal Planning & Design	
	X	X	X	X	X	CENTURY WEST
	X					COFFMAN ENGINEERS
	X					DCI ENGINEERS
	X	X	X	X	X	J-U-B ENGINEERS
	X	X	X	X	X	KELLER ASSOCIATES, INC
	X	X	X	X	X	T-O ENGINEERS, LLC
	X	X	X	X	X	WELCH COMER ENGINEERS



CATEGORY					SUBMITTALS PROVIDED BY	
12. OTHER DESIGN SERVICES						
	Plumbing & Mechanical	Electrical	Structural			
		X				AEI ENGINEERING INCORPORATED
		X				CENTURY WEST
		X	X			COFFMAN ENGINEERS
			X			DCI ENGINEERS
			X			INTEGRUS ARCHITECTURE
		X	X			STANTEC

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 02/07/2023**

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**DATE:** 02/01/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** Adams Annexation Agreement and Reasoned Decision File No. ANNX-22-12

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**ITEM AND RECOMMENDED ACTION:**

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

**DISCUSSION:**

The applicant, Glenn Adams, has requested to annex approximately 4.75-acres into the City of Post Falls with a Single-Family Residential (R1) zoning designation. The property is generally located south of 16th Ave. and east of N. Idaho St.

On October 11, 2022, a public hearing was held before the Planning and Zoning Commission; after hearing the staff report and public testimony they moved to recommend approval to the City Council of the R1 zoning. After City Council heard the staff report and testimony they moved to approve the annexation and R1 zoning on January 3, 2023.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

Yes

**APPROVED OR DIRECTION GIVEN:**

Approval

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

N/A

**BUDGET CODE:**

N/A

# ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

## Adams Annexation

(File No. ANNX-22-12)

THIS AGREEMENT is made this Click or tap to enter a date., by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **George and Marilyn Adams Living Trust**, with its principal place of residence at 1022 E. 16th Ave. Post Falls, ID 83854.

WHEREAS, The George and Marilyn Adams Living Trust (hereinafter the "Owner") owns a tract of land (hereinafter the "Property") adjacent to the city limits of the City of Post Falls (hereinafter the "City"), which the Owner wishes to annex and develop within the City; and

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

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

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

### ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term "Owner" includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located east of North Idaho Street and south of West 16<sup>th</sup> Avenue at 1022 W. 16<sup>th</sup> Ave.; and is more particularly described in **Exhibit "A"**.

### ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining

lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).

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

### ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: The Property is currently connected to the City of Post Falls municipal water system. Owner agrees that they will utilize the Post Falls municipal water supply system as the domestic water supply system for all further development of the Property. Owner agrees to pay all required fees and charges including all connection and/or capitalization charges for service to the Property. The parties agree that domestic water will be provided in accordance with rules and regulations of the City.
- 3.1.1. Water Rights: Owner agrees to grant to the City all water rights associated with the Property to assure that the City has adequate water rights to supply domestic water to the Property at such time that they desire to connect to the City’s Water System.

- 3.2. Wastewater Reclamation: The Owner agrees to connect to and utilize the Post Falls Sanitary Sewer system for all existing and any future development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner shall disconnect from the temporary service and connect to and divert flows to the public system. Any proposed alternative must not frustrate the progression and continuity of the City's wastewater collection system.
- 3.2.1 Service Limitations: The Owner acknowledges that the existing wastewater main in 16<sup>th</sup> Ave. can only serve the northern quarter of the Property. In order to obtain wastewater service to the remainder of the Property, a sanitary sewer main will need to be extended from Medical Court or 12<sup>th</sup> Avenue. Owner acknowledges and agrees that Owner is solely responsible to extend the necessary wastewater main at Owner's cost.
- 3.2.2. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time upon annexation or any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Services and Mains: The Owner agrees water mains, sewer mains and associated services will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

#### ARTICLE IV. CONSIDERATION/FEES

- 4.1. Owner's Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the

times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners' use and development of the Property, including, but not limited to, public safety, street services, police equipment, community, and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.

- 4.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 4.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 4.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.
- 4.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

#### ARTICLE V. MISCELLANEOUS

- 5.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 5.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 5.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from all causes of action, claims and damages that arise, may arise, or are alleged, because of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 5.4. Time is of the Essence: Time is of the essence in this Agreement.

- 5.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions, and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 5.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 5.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 5.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- 5.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 5.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 5.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 5.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 5.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action, or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 5.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must

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

- 5.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 5.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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

*[Signature Page Follows]*



**CITY OF POST FALLS**

**George and Marilyn Adams  
Living Trust**

By: \_\_\_\_\_  
**Ronald G. Jacobson, Mayor**

By: *George L. Adams*  
**George L. Adams, Trustee**

Attest: \_\_\_\_\_  
**Shannon Howard, City Clerk**

By: *Marilyn E. Adams*  
**Marilyn E. Adams, Trustee**

**ACKNOWLEDGEMENTS**

STATE OF IDAHO )  
 ) : ss  
County of Kootenai )

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


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

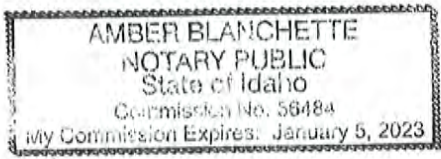
\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

STATE OF IDAHO            )  
  :SS  
County of Kootenai        )

On this 29 day of November, 2022, before me, a Notary for the State of Idaho, personally appeared, **George L. Adams** and **Marilyn E. Adams**, known, or identified to me to be the **Trustee(s) of George and Marilyn Adams Living Trust** whose names are subscribed to within the instrument, and acknowledged to me that they executed the same.

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

  
Notary Public for the State of Idaho  
Residing at: Kootenai County  
Commission Expires: January 5, 2023



**Exhibit "A"**  
**Legal Description**

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

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

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

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

9 001-009-0 0.215 Ac	10 001-010-0 0.242 Ac	11 001-011-0 0.250 Ac	12 001-012-0 0.252 Ac	13 001-013-0 0.255 Ac	14 001-014-0 0.258 Ac	15 001-015-0 0.262 Ac	16 001-016-0 0.263 Ac	17 001-017-0 0.274 Ac	18 001-018-0 0.265 Ac	007-000-0 0.177 Ac	007-001-0 0.259 Ac	007-001-0 0.184 Ac	007-002-0 0.149 Ac	007-003-0 0.151 Ac
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E 16TH AVE

16th AVE

(P-L101)

N BRADY ST

1 003-001-0 0.2046 Ac	039-AC 4.7020 Ac	39	039-AB 2.436 Ac	039-AA 2.436 Ac	039-AB 3.614 Ac
2 003-002-0 0.1653 Ac					
3 003-003-0 0.1653 Ac					
4 003-004-0 0.1653 Ac					
5 003-005-0 0.1653 Ac					
6 003-006-0 0.1653 Ac					
7 003-007-0 0.1653 Ac					
8 003-008-0 0.1653 Ac					
9 003-009-0 0.1704 Ac					

Post Falls Irrigated Tracts  
(P-7050-35)  
(IN CITY)

(O-6360-35)  
(OUT OF CITY)

42	042-AC 2.437 Ac	042-AB 2.433 Ac	042-AA 4.666 Ac	043-AD 1.936 Ac	043-AC 2.509 Ac



**ParcelID: 0636035039AC**  
**Tax Account #: 147467**  
**1022 E 16th Ave, Post Falls ID 83854**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

**Adams Annexation  
File No. ANNX-22-12  
City Council  
Reasoned Decision**

**A. INTRODUCTION:**

APPLICANT: Glenn Adams

LOCATION: Generally located south of E. 16<sup>th</sup> Ave. and east of N. Idaho St.

REQUEST: Zoning recommendation of Single-Family Residential (R1) on approximately 4.75 acres, As depicted in A-2.

**B. RECORD CREATED:**

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-4 Maps
5. A-6 Auth Letter
6. A-7 Title Report
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. S-4 Draft Annexation Development Agreement
11. PA-1 YPL Comments
12. PA-2 KCFR Comments
13. PA-3 PFPD Comments
14. PA-4 PFHD Comments
15. PA-5 DEQ Comments
16. PA-6 PFSD Comments
17. PC-1 Wrightman Comments
18. PC-2 G Wrightman Comments
19. S-5 PZ Staff Report
20. S-6 Signed Minutes 10-11-2022
21. S-7 Signed Zoning Recommendation
22. S-8 Signed Annexation Development Agreement
23. PA-7 YPL Comments
24. PA-8 PFHD Comments
25. PA-9 DEQ Comments
26. Testimony at the January 3, 2023, City Council hearing including:

**Laura Jones, Associate City Planner**

Ms. Jones presented the staff report. She testified that the applicant is seeking annexation of an approximately 4.75 acre parcel with Single Family Residential (R-1) zoning. She noted that the property is located south of 16th Avenue and east of Idaho Street. .

Ms. Jones testified that the property currently has an existing large lot single family home. She noted that to the north, west, and east of the property are single family (R-1) properties. To the south is an

unannexed area.

Ms. Jones noted that the Comprehensive Plan's Future Land Use Map designates the area for Low-density residential development, which encompasses all types of single-family residential uses up to 8 dwelling units per acre. R-1 is listed as an implementing zone for this designation. Further, she noted that the property is within the Central Island Focus Area of the Plan, which promotes infill development.

Ms. Jones noted that the City of Post Falls will supply both water and wastewater service to the property, which is located above the Rathdrum Prairie Aquifer. She noted that 16th Ave. is a major collector roadway and that rights-of-way meeting the City's standards were previously acquired in this area but that a 10-foot sidewalk, drainage and utility easement will be required along the property's boundary. She also noted that the property is not located near the higher intensity urban uses that are located along Seltice Way, Mullan Avenue, and Highway 41.

**Rob Paulus, Assistant City Engineer**

Mr. Paulus noted that an error in the existing rights of way is in the process of being corrected with the legal descriptions of an annexation that was recently approved. The outcome of this annexation request will not impact that. He further noted that the property's elevation will impact how the property is served with sewer. In order for the full property to develop, an additional line will need to be extended in 12<sup>th</sup> Avenue or Medical Court.

**C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:**

**C1. Amendments to the zoning map should be in accordance with the Future Land Use Map.**

The applicant has requested Single Family (R-1) zoning. The Future Land Use Map designates this area as Low Density Residential within the Central Island focus area and indicates that R-1 zoning is an implementing zoning district for the Low Density designation. As such, the Council finds that this criterion has been met.

**C2. Amendments to the zoning map should be in accordance with the goals and policies found in the Post Falls Comprehensive Plan.**

Based on the testimony provided and the staff report, the Council finds the requested zone change being consistent with the following goals and policies contained in the comprehensive plan:

**Policies:**

**Policy 1:** Support land use patterns that:

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

Annexing Kootenai County "islands" into the City helps the fiscal health of the community through its tax base by incorporating more of the "islands" into the City.

- Promote compatible, well-designed development;

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

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

The Council finds that the subject property is located within a quarter mile of N. Idaho

Street which offers a range of daily needs services including groceries, medical, and retail.

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

- Surrounded by incorporated areas;

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

- That have readily available service infrastructure and capacity;

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

- That support increased development intensity near the urban core.

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

**C3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.**

**Streets/Traffic:**

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

Annexation of the property and future development in conformance with the requested zoning is accounted for within the base transportation modeling. Any impacts would be addressed thru the collection of impact fees at the time of site development.

**Compatibility with Existing Development and Future Uses:**

The Council finds that the proposed residential use is compatible with other existing residential uses in the area.

**Future Land Use Designation:**

The Council finds that the Future Land Use Map depicts the land use designation for this area as Low Density Residential and R1 is an implementing zoning district.

**Geographic/Natural Features:**

The site is located of over the Rathdrum Prairie Aquifer and contains no other geographic or other natural features that would adversely affect development of the site.

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

The Council finds this criterion inapplicable to the request.

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

The Council finds the request is located half a mile north of Mullan Avenue and is surrounded by other single-family homes and subdivisions. This area is considered outside of an intense urban activity node or corridor but within the urban core and in proximity to daily needs services.

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

The Council finds this criterion inapplicable to the request.

**D. CONCLUSIONS AND DECISION OF THE CITY COUNCIL:**

**ANNX-22-12, INITIAL ZONING:** Based on the record developed during the public hearing process, and the recommendation of the Planning and Zoning Commission, the City Council hereby approves the requested Single Family Residential (R1) zoning on the subject property upon the successful annexation of the property.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Attest

**NOTICE OF RIGHTS:**

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

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

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



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

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT AGENDA  
MEETING DATE: FEBRUARY 7<sup>TH</sup>, 2023**

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**DATE: JANUARY 30<sup>TH</sup>, 2023**  
**TO: HONORABLE MAYOR AND CITY COUNCIL**  
**FROM: BILL MELVIN – CITY ENGINEER**  
**SUBJECT: TIMBERWORX GARDEN PLAT APPLICATION**

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**ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor’s signature of the final plat for Timberworx Garden.**

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

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

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

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A**

**BUDGET CODE: N/A**

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

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT AGENDA  
MEETING DATE: FEBRUARY 7<sup>TH</sup>, 2023**

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**DATE: JANUARY 30<sup>TH</sup>, 2023**  
**TO: HONORABLE MAYOR AND CITY COUNCIL**  
**FROM: BILL MELVIN – CITY ENGINEER**  
**SUBJECT: TIMBERWORX RIDGE PLAT APPLICATION**

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**ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor’s signature of the final plat for Timberworx Ridge.**

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

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

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

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A**

**BUDGET CODE: N/A**

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

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT AGENDA  
MEETING DATE: FEBRUARY 7<sup>TH</sup>, 2023**

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**DATE: JANUARY 30<sup>TH</sup>, 2023**  
**TO: HONORABLE MAYOR AND CITY COUNCIL**  
**FROM: BILL MELVIN – CITY ENGINEER**  
**SUBJECT: TIMBERWORX VISTA PLAT APPLICATION**

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**ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor’s signature of the final plat for Timberworx Vista.**

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

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

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

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A**

**BUDGET CODE: N/A**

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

MEMORANDUM

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To: Mayor and Council Members  
From: Jason Faulkner, Finance Director  
Date: 01/30/2023  
Subject: November 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  
11/30/2022

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	34,341,136.16
LGIP Acct 1441	264,032.60
<u>First Financial Equity Corporation</u>	
General Accts Investments	22,664,518.57
Contingency Accts	5,824,534.82
Replacement & Reserve Accts	50,449,487.65
<u>Moreton Capital Investments</u>	
Moreton Securities	19,342,186.13
<u>Mountain West bank</u>	
Repurchase Sweep Account	32,596,538.04
Checking Account	75,000.62
<u>Cash on Hand</u>	
Finance	400.00
Animal Control	150.00
Police	525.00
Recreation	205.00
Park	203.00
Planning and Zoning	150.00
Total	<u>\$ 165,559,067.59</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  
Treasurer's Report of Cash and Investment Transactions  
As Of 11/30/2022

FUND	BALANCE 11/30/2022	RECEIPTS	DISBURSEMENTS	BALANCE 11/30/2022
001 - GENERAL FUND	\$ 45,922,817.85	\$ 1,102,003.35	\$ 2,851,683.21	\$ 44,173,137.99
002 - COMPREHENSIVE LIABILITY	386,442.81	\$ 12,521.41	-	398,964.22
003 - PERSONNEL BENEFIT POOL	(848,689.84)	\$ 359,175.74	\$ 343,729.31	(833,243.41)
004 - STREET LIGHTS	129,009.02	\$ 272.21	-	129,281.23
007 - DRUG SEIZURE PROGRAM	173,278.07	\$ 707.94	\$ 2,794.17	171,191.84
008 - 911 SUPPORT	2,210,478.03	\$ 93,729.93	\$ 10,099.47	2,294,108.49
011 - FACILITY BUILDING RESERVE	1,409,238.36	\$ 44,640.54	-	1,453,878.90
017 - ANNEXATION FEES	3,438,357.40	\$ 25,233.90	\$ 28,025.00	3,435,566.30
023 - SPECIAL EVENTS	285,122.30	\$ 16,623.55	-	301,745.85
029 - CEMETERY CAPITAL IMPROVEMENT	341,099.09	\$ 11,843.15	-	352,942.24
034 - KOOTENAI FIRE/EMS IMPACT FEES	-	\$ 891.86	-	891.86
035 - PUBLIC SAFETY IMPACT FEES	2,226,481.01	\$ 29,977.73	\$ 3,400.00	2,253,058.74
037 - STREETS IMPACT FEES	4,670,300.24	\$ 126,054.19	\$ 1,426,058.10	3,370,296.33
038 - PARKS IMPACT FEES	4,458,141.42	\$ 213,948.40	\$ 498,193.45	4,173,896.37
039 - STREETS CAPITAL PROJECTS	20,879.26	-	-	20,879.26
402 - LID 99-1	(30,979.88)	-	-	(30,979.88)
410 - LID 2004	(95,123.07)	\$ 568.81	-	(94,554.26)
450 - LID GUARANTEE	17,427.40	\$ 36.77	-	17,464.17
650 - RECLAIMED WATER OPERATING	52,604,230.12	\$ 1,572,146.86	\$ 1,483,811.72	52,692,565.26
651 - RECLAIMED WATER CAPITAL - WWTP	14,974,975.96	\$ 487,545.60	\$ 2,011,993.36	13,450,528.20
652 - RECLAIMED WATER CAPITAL - COLLECTOR	8,613,326.69	\$ 1,309,986.45	\$ 40,609.42	9,882,703.72
700 - SANITATION	1,059,596.26	\$ 377,659.59	\$ 346,134.25	1,091,121.60
750 - WATER OPERATING	20,992,724.68	\$ 675,904.69	\$ 315,203.87	21,353,425.50
753 - WATER CAPITAL	5,493,481.34	\$ 97,304.54	\$ 92,588.81	5,498,197.07
<b>GRAND TOTAL:</b>	<b>\$ 168,452,614.52</b>	<b>\$ 6,558,777.21</b>	<b>\$ 9,454,324.14</b>	<b>\$ 165,557,067.59</b>

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 November 30, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 97,542.00	\$ 55,918.71	57.3%
	Personnel	<u>103,412.46</u>	<u>11,735.13</u>	11.3%
		200,954.46	67,653.84	33.7%
412 - INFORMATION SYSTEMS	Operating	114,868.00	15,225.18	13.3%
	Capital	-	-	0.0%
	Personnel	<u>302,007.25</u>	<u>37,345.44</u>	12.4%
		416,875.25	52,570.62	12.6%
413 - GENERAL SERVICES	Operating	14,950.00	1,031.89	6.9%
	Personnel	<u>262,043.22</u>	<u>32,354.46</u>	12.3%
		276,993.22	33,386.35	12.1%
414 - FINANCE	Operating	238,893.00	87,713.09	36.7%
	Personnel	<u>567,328.98</u>	<u>69,438.57</u>	12.2%
		806,221.98	157,151.66	19.5%
415 - CITY CLERK	Operating	10,450.00	969.32	9.3%
	Capital	-	-	0.0%
	Personnel	<u>72,137.91</u>	<u>9,295.63</u>	12.9%
		82,587.91	10,264.95	12.4%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	642.16	8.9%
	Capital	-	-	0.0%
	Personnel	<u>133,622.19</u>	<u>16,611.26</u>	12.4%
		140,822.19	17,253.42	12.3%
418 - HUMAN RESOURCES	Operating	7,950.00	2,950.27	37.1%
	Personnel	<u>239,077.70</u>	<u>32,631.65</u>	13.6%
		247,027.70	35,581.92	14.4%
419 - LIBRARY	Operating	<u>-</u>	<u>-</u>	
		-	-	
421 - POLICE	Operating	646,105.48	132,784.23	20.6%
	Capital	186,000.00	202,774.84	109.0%
	Personnel	<u>6,507,818.65</u>	<u>705,724.64</u>	10.8%
		7,339,924.13	1,041,283.71	14.2%
423 - OASIS	Operating	4,000.00	1,147.19	28.7%
	Personnel	<u>124,978.71</u>	<u>18,456.95</u>	14.8%
		128,978.71	19,604.14	15.2%
424 - LEGAL (PROSECUTING)	Operating	56,750.00	13,062.60	23.0%
	Capital	25,000.00	-	0.0%
	Personnel	<u>736,149.10</u>	<u>93,476.54</u>	12.7%
		817,899.10	106,539.14	13.0%
427 - ANIMAL CONTROL	Operating	17,250.00	914.74	5.3%
	Personnel	<u>162,597.58</u>	<u>20,511.21</u>	12.6%
		179,847.58	21,425.95	11.9%
431 - STREETS	Operating	1,987,099.30	176,816.03	8.9%
	Capital	235,000.00	33,937.73	0.0%
	Personnel	<u>1,074,995.66</u>	<u>125,269.07</u>	11.7%
		3,297,094.96	336,022.83	10.2%



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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	8,850.00	682.43	7.7%
		<u>8,850.00</u>	<u>682.43</u>	7.7%
433 - FACILITY MAINTENANCE	Operating	33,650.00	5,822.55	17.3%
	Capital	2,000.00	171.57	0.0%
	Personnel	<u>269,505.65</u>	<u>29,755.24</u>	11.0%
		305,155.65	35,749.36	11.7%
434 - FLEET MAINTENANCE	Operating	165,812.00	38,476.22	23.2%
	Capital	690,000.00	24,164.69	3.5%
	Personnel	<u>363,300.47</u>	<u>45,368.22</u>	12.5%
		1,219,112.47	108,009.13	8.9%
435 - GIS	Operating	44,734.00	12,343.24	27.6%
	Personnel	<u>167,995.10</u>	<u>20,888.31</u>	12.4%
		212,729.10	33,231.55	15.6%
441 - URBAN FORESTRY	Operating	45,530.00	6,658.77	14.6%
	Capital	151,300.00	53,046.29	0.0%
	Personnel	<u>184,150.59</u>	<u>20,919.75</u>	11.4%
		380,980.59	80,624.81	21.2%
442 - CEMETERY	Operating	109,395.00	19,225.46	17.6%
	Capital	16,650.00	-	0.0%
	Personnel	<u>164,263.17</u>	<u>23,902.28</u>	14.6%
		290,308.17	43,127.74	14.9%
443 - PARKS	Operating	690,894.74	88,926.74	12.9%
	Capital	545,700.00	315.72	0.0%
	Personnel	<u>1,116,114.64</u>	<u>124,944.37</u>	11.2%
		2,352,709.38	214,186.83	9.1%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	<u>893,000.00</u>	-	0.0%
		893,000.00	-	0.0%
445 - RECREATION	Operating	199,199.00	32,392.87	16.3%
	Personnel	<u>859,831.75</u>	<u>79,798.89</u>	9.3%
		1,059,030.75	112,191.76	10.6%
451 - PLANNING & ZONING	Operating	36,519.00	1,300.79	3.6%
	Personnel	<u>303,384.37</u>	<u>37,795.57</u>	12.5%
		339,903.37	39,096.36	11.5%
452 - BUILDING INSPECTOR	Operating	29,750.00	3,942.73	13.3%
	Personnel	618,701.99	81,884.11	13.2%
	Capital	-	-	
		<u>648,451.99</u>	<u>85,826.84</u>	13.2%
453 - ENGINEERING	Operating	40,800.00	1,510.90	3.7%
	Capital	-	-	0.0%
	Personnel	<u>651,766.84</u>	<u>79,698.15</u>	12.2%
		692,566.84	81,209.05	11.7%

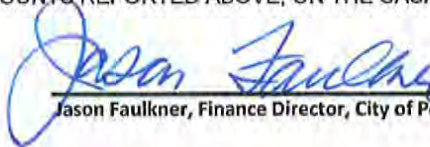
CITY OF POST FALLS  
BUDGET STATUS REPORT  
FOR MONTH ENDED November 30, 2022

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	9,680.00	1,748.70	18.1%
	Personnel	195,131.63	23,968.88	12.3%
		<u>204,811.63</u>	<u>25,717.58</u>	12.6%
465 - STREET LIGHTS	Operating	620,000.00	69,604.38	11.2%
		<u>620,000.00</u>	<u>69,604.38</u>	11.2%
481 - CAPITAL IMPROVEMENTS/CONTRACTS	Operating	1,826,447.92	88,284.51	4.8%
	Capital	580,000.00	-	0.0%
		<u>2,406,447.92</u>	<u>88,284.51</u>	3.7%
482 - PERSONNEL POOL	Operating	3,300,000.00	686,834.00	20.8%
	Personnel	263,212.33	12,172.22	4.6%
		<u>3,563,212.33</u>	<u>699,006.22</u>	19.6%
497 - TRANSFERS OUT	Operating	375,000.00	-	0.0%
		<u>375,000.00</u>	<u>-</u>	0.0%
<b>TOTAL GENERAL FUND</b>		<b><u>29,507,497.38</u></b>	<b><u>3,615,287.08</u></b>	<b>12.3%</b>
002 - INSURANCE FUND	Operating	338,249.38	150,539.50	44.5%
		<u>338,249.38</u>	<u>150,539.50</u>	44.5%
003 - PERSONNEL FUND	Operating	112,152.00	3,910.75	3.5%
	Capital	-	-	0.0%
	Personnel	4,448,700.00	658,262.40	14.8%
		<u>4,560,852.00</u>	<u>662,173.15</u>	14.5%
007 - DRUG SEIZURE FUND	Operating	135,000.00	5,239.08	3.9%
		<u>135,000.00</u>	<u>5,239.08</u>	3.9%
008 - 911 FUND	Operating	452,763.74	23,316.94	5.1%
	Capital	-	-	0.0%
	Personnel	74,742.80	9,659.67	12.9%
		<u>527,506.54</u>	<u>32,976.61</u>	6.3%
011 - FACILITY BUILDING RESERVE FUND	Operating	1,807,000.00	-	0.0%
	Capital	-	653,466.55	0.0%
		<u>1,807,000.00</u>	<u>653,466.55</u>	0.0%
017 - ANNEXATION FUND	Operating	1,900,000.00	14,774.75	0.8%
	Capital	1,000,000.00	-	
		<u>2,900,000.00</u>	<u>14,774.75</u>	0.5%
023 - SPECIAL EVENTS FUND	Operating	46,248.00	1,436.33	3.1%
		<u>46,248.00</u>	<u>1,436.33</u>	3.1%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	-	0.0%
	Capital	-	112.50	
		<u>202,500.00</u>	<u>112.50</u>	0.1%
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	1,463,000.00	6,272.00	0.4%
	Capital	-	-	0.0%
		<u>1,463,000.00</u>	<u>6,272.00</u>	0.4%

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

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	475,000.00	1,152.00	0.0%
	Capital	24,720,984.00	916,269.15	
		<u>25,195,984.00</u>	<u>917,421.15</u>	0.0%
038 - PARK IMPACT FEE FUND	Operating	1,885,000.00	528.00	0.0%
	Capital	2,375,000.00	760,767.60	32.0%
		<u>4,260,000.00</u>	<u>761,295.60</u>	17.9%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		-	-	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		-	-	0.0%
410 - LID 2004	Operating	528,000.00	-	0.0%
		<u>528,000.00</u>	-	0.0%
450 - LID GUARANTEE FUND	Operating	150.00	-	0.0%
		<u>150.00</u>	-	0.0%
650 - RECLAIMED WATER OPERATING FUND Incl: wwo, collections, recycled, surface	Operating	11,305,311.52	2,625,893.57	23.2%
	Capital	215,000.00	25,918.00	12.1%
	Personnel	1,853,787.83	227,648.66	12.3%
		<u>13,374,099.35</u>	<u>2,879,460.23</u>	21.5%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	923,389.00	-	0.0%
	Capital	22,620,000.00	185,791.08	0.8%
		<u>23,543,389.00</u>	<u>185,791.08</u>	0.8%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	1,800,000.00	310,632.07	17.3%
		<u>1,800,000.00</u>	<u>310,632.07</u>	17.3%
700 - SANITATION FUND	Operating	3,553,481.24	331,004.00	9.3%
		<u>3,553,481.24</u>	<u>331,004.00</u>	9.3%
750 - WATER OPERATING FUND	Operating	1,943,076.31	247,672.27	12.7%
	Capital	424,316.00	-	
	Personnel	720,293.80	97,889.21	13.6%
		<u>3,087,686.11</u>	<u>345,561.48</u>	11.2%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	1,100,000.00	1,321.10	0.1%
		<u>1,100,000.00</u>	<u>1,321.10</u>	0.1%
GRAND TOTAL		<u>\$ 117,930,643.00</u>	<u>\$ 10,874,764.26</u>	9.2%

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: FEBRUARY 7<sup>TH</sup>, 2023**

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**DATE:** JANUARY 31<sup>ST</sup>, 2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** BILL MELVIN – CITY ENGINEER  
**SUBJECT:** STOCKWELL COURT SUBDIVISION PLAT APPLICATION

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

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

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

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

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:** N/A

**BUDGET CODE:** N/A

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

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT AGENDA  
MEETING DATE: FEBRUARY 7<sup>TH</sup>, 2023**

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**DATE: JANUARY 30<sup>TH</sup>, 2023**  
**TO: HONORABLE MAYOR AND CITY COUNCIL**  
**FROM: BILL MELVIN, CITY ENGINEER**  
**SUBJECT: FOXTAIL 9<sup>TH</sup> ADDITION SUBDIVISION CONSTRUCTION IMPROVEMENT AGREEMENT**

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

**DISCUSSION:** This Agreement reflects the construction phase of the Foxtail 9<sup>th</sup> Addition Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 76-lot subdivision, with the application for plat submitted by Coeur Development, LLC.

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

**APPROVED OR DIRECTION GIVEN:** N/A

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:** N/A

**BUDGET CODE:** N/A

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

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

**CONSTRUCTION IMPROVEMENT AGREEMENT**

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Coeur Development, LLC** (hereinafter the "Developer"), enter into this Agreement effective the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, respecting the development of **Foxtail 9<sup>th</sup> Addition**, the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

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

DEVELOPER

Melissa Wells  
Coeur Development, LLC  
1859 N. Lakewood Dr. #200  
Coeur D'Alene, ID 83814  
(208) 755-2886

CITY

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE I

### GENERAL PROVISIONS

#### 1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER’S RELATION TO THE CITY

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

1.05 DEVELOPER’S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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



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

#### 1.07 DISCLAIMER OF WARRANTY

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

#### 1.08 NON-DISCRIMINATION

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

#### 1.09 COST OF DOCUMENTS

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

#### 1.10 PUBLIC UTILITIES

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

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

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

#### 1.11 TIME IS OF THE ESSENCE

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

#### 1.12 ASSIGNMENTS

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

#### 1.13 DEFAULT – CITY’S REMEDIES

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

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

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

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

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

#### 1.14 NON-WAIVER

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

#### 1.15 INTERPRETATION

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

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

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

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

#### 1.16 EFFECT OF STANDARD SPECIFICATIONS

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

#### 1.17 AMENDMENT

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

#### 1.18 JURISDICTION – CHOICE OF LAW

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

#### 1.19 SEVERABILITY

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

#### 1.20 INTEGRATION

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

## 1.21 DEFINITIONS

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

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

## 1.22 APPROVALS AND CONSENTS

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

## 1.23 ATTORNEY FEES – MEET AND CONFER

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

## ARTICLE II

### IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

#### 2.01 RECORDING OF FINAL PLAT

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

## 2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

### 2.03 PREREQUISITES TO CONSTRUCTION

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

### 2.04 ENGINEER

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

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

### 2.05 PLANS AND SPECIFICATIONS

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

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

## 2.06 QUALITY CONTROL PROGRAM

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

## 2.07 WORK SCHEDULE

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

## 2.08 MATERIALS

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



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

## 2.09 GENERAL STANDARDS OF WORKMANSHIP

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

## 2.10 PLACEMENT OF UTILITIES

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

## 2.11 WORK IN RIGHTS-OF-WAY

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

## 2.12 SURVEYOR

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

## 2.13 REQUIRED REPORTING

- A. Quality Control

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

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

## 2.14 PROGRESS PAYMENTS

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

## 2.15 OBSERVANCE

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

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

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

## 2.16 STOP WORK ORDERS

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

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

## 2.17 ACCESS

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

## 2.18 MAINTENANCE

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

## 2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

## 2.20 TIME

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

## ARTICLE III

### FINAL ACCEPTANCE OF IMPROVEMENTS

### 3.01 PREREQUISITES TO ACCEPTANCE

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

### 3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

### 3.03 CERTIFICATE OF COMPLIANCE

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

### 3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

### 3.06 INSPECTION

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

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

### 3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

### 3.08 DEVELOPER'S WARRANTY

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

### 3.09 WARRANTY GUARANTY

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

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

### 3.10 CITY'S REMEDIES UNDER WARRANTY

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

### 3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: \_\_\_\_\_  
Ronald Jacobson, Mayor

BY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

WITNESS:

\_\_\_\_\_  
Shannon Howard - City Clerk

\_\_\_\_\_  
Print Name:

- ATTACHMENT A: PROPERTY DESCRIPTION
- ATTACHMENT B: DESCRIPTION OF IMPROVEMENTS
- ATTACHMENT C: COST ESTIMATES
- ATTACHMENT C-1: DETAILED COST ESTIMATES
- ATTACHMENT D: EVIDENCE OF SURETY
  
- APPENDIX I: CONSTRUCTION PLANS AND SPECIFICATIONS
- APPENDIX II: CONSTRUCTION SCHEDULE
- APPENDIX III: PUBLIC WORKS INSPECTION SUMMARY
- APPENDIX IV: STREET LIGHT DESCRIPTION
- APPENDIX V: CALCULATION OF UTILITY FEES PRE-EXISTING RESIDENCE(S)
- APPENDIX VI: CITY WATER CAP & METER FEES
- APPENDIX VII: ENGINEER OF RECORD DECLARATION
- APPENDIX VIII: ENGINEERING CERTIFICATE OF COMPLIANCE
- APPENDIX IX: CERTIFICATION OF PAYMENT OF CONTRACTORS AND VENDORS
- APPENDIX X: CASH IN LIEU OF PLANTING TREES



**DEVELOPER ACKNOWLEDGMENT**

STATE OF IDAHO )  
 )  
:ss  
County of Kootenai )

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

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

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

**CITY ACKNOWLEDGMENT**

STATE OF IDAHO )  
 )  
:ss  
County of Kootenai )

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

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

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

ATTACHMENT "A"  
PROPERTY DESCRIPTION  
FOR

**Foxtail 9<sup>th</sup> Addition**

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

ATTACHMENT "A"

THAT PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTER OF SAID SECTION 30, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 30 BEARS SOUTH 88°57'56" EAST 2648.32 FEET; THENCE SOUTH 88°57'56" EAST 501.38 FEET TO A POINT; THENCE NORTH 19°44'39" EAST, ALONG THE WESTERLY LINE OF THE PLAT OF FOXTAIL 5<sup>TH</sup> ADDITION ACCORDING TO THE PLAT THEREOF FILED UNDER INSTRUMENT NUMBER 2811097000, RECORDS OF KOOTENAI COUNTY, IDAHO, 386.02 FEET TO THE NORTHWESTERLY CORNER OF TRACT Z OF SAID PLAT AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING NORTH 19°44'39" EAST 837.98 FEET;

THENCE SOUTH 89°36'16" EAST 514.63 FEET;

THENCE SOUTH 00°23'44" WEST 100.00 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 44°36'16" EAST, A CHORD DISTANCE OF 28.28 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET;

THENCE SOUTH 00°23'44" WEST 59.00 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 45°23'44" WEST, A CHORD DISTANCE OF 28.28 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET;

THENCE SOUTH 00°23'44" WEST 240.73 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 968.50 FEET, A CHORD BEARING OF SOUTH 05°58'26" EAST, A CHORD DISTANCE OF 214.88 FEET, THROUGH A CENTRAL ANGLE OF 12°44'19", A DISTANCE OF 215.33 FEET;

THENCE SOUTH 12°20'35" EAST 114.23 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF SOUTH 61°01'27" EAST, A CHORD DISTANCE OF 30.04 FEET, THROUGH A CENTRAL ANGLE OF 97°21'43", A DISTANCE OF 33.99 FEET;

THENCE ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 442.50 FEET, A CHORD BEARING OF NORTH 63°09'19" EAST, A CHORD DISTANCE OF 105.02 FEET, THROUGH A CENTRAL ANGLE OF 14°16'45", A DISTANCE OF 105.29 FEET;

THENCE NORTH 56°00'57" EAST 299.03 FEET;

THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 277.50 FEET, A CHORD BEARING OF NORTH 74°17'20" EAST, A CHORD DISTANCE OF 142.66 FEET, THROUGH A CENTRAL ANGLE OF 36°32'46", A DISTANCE OF 145.11 FEET;

THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF NORTH 46°47'15" EAST, A CHORD DISTANCE OF 28.66 FEET, THROUGH A CENTRAL ANGLE OF 91°32'56", A DISTANCE OF 31.96 FEET;

THENCE NORTH 01°00'47" EAST 4.39 FEET;

THENCE SOUTH 88°59'13" EAST 55.00 FEET;

THENCE SOUTH 89°36'16" EAST TO THE NORTHWEST CORNER OF LOT 5, BLOCK 38, OF THE PLAT OF FOXTAIL 6<sup>TH</sup> ADDITION, ACCORDING TO THE PLAT THEREOF FILED UNDER INSTRUMENT NUMBER 2879945000, RECORDS OF KOOTENAI COUNTY, IDAHO;

THENCE SOUTH 01°00'47" WEST ALONG THE WEST LINE OF SAID PLAT OF FOXTAIL 6<sup>TH</sup> ADDITION 160.01 FEET TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 38, OF SAID PLAT OF FOXTAIL 6<sup>TH</sup> ADDITION;

THENCE ALONG THE NORTHERLY LINE OF SAID PLAT OF FOXTAIL 6<sup>TH</sup> ADDITION THE FOLLOWING 6 COURSES AND DISTANCES:

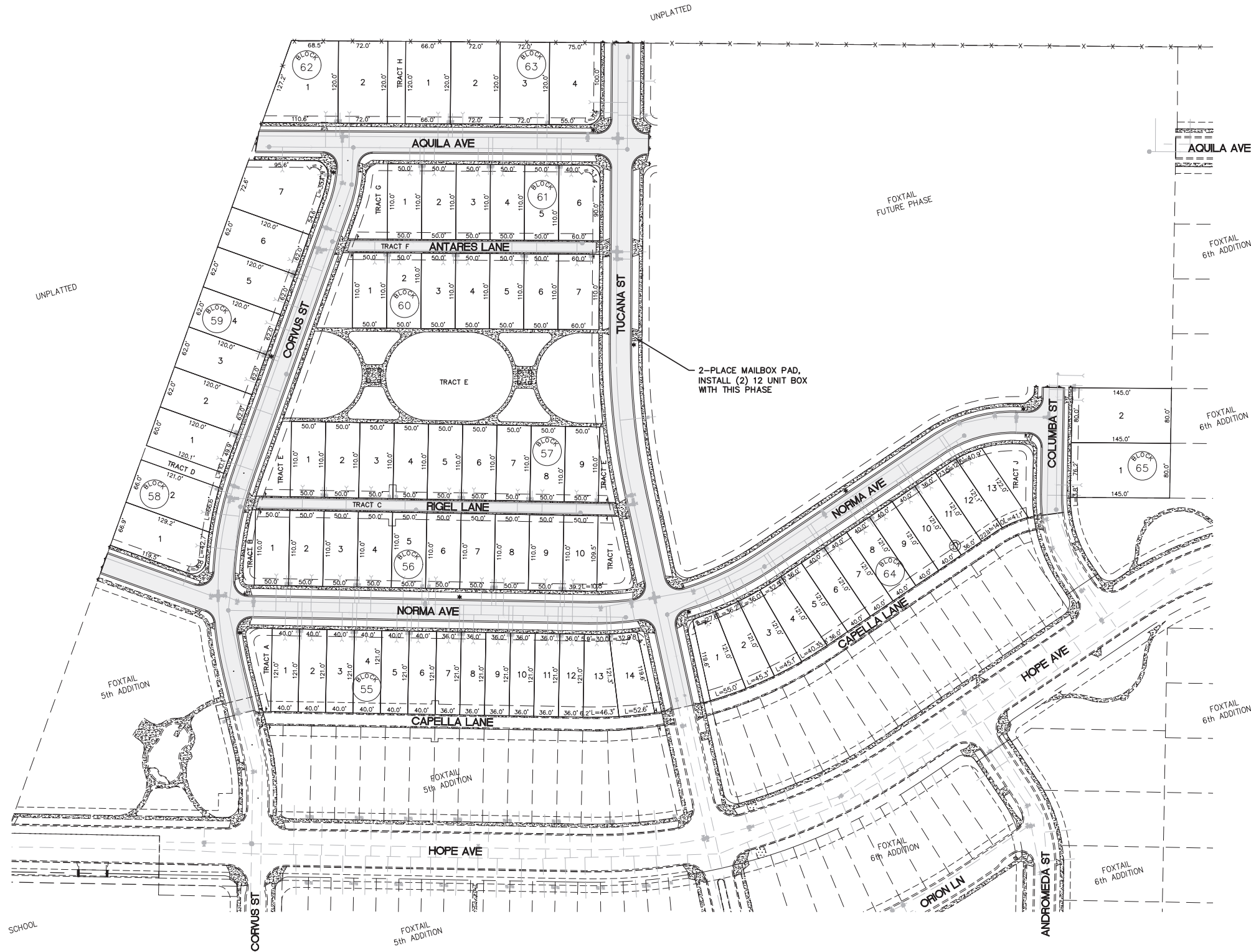
1. THENCE NORTH 89°36'17" WEST 144.97 FEET;
2. THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 172.50 FEET, A CHORD BEARING OF SOUTH 03°42'02" EAST, A CHORD DISTANCE OF 20.77 FEET, THROUGH A CENTRAL ANGLE OF 06°54'09", A DISTANCE OF 20.78 FEET;
3. THENCE SOUTH 82°50'53" WEST 55.00 FEET;
4. THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET, A CHORD BEARING OF SOUTH 67°19'00" WEST, A CHORD DISTANCE OF 62.71 FEET, THROUGH A CENTRAL ANGLE OF 22°36'06", A DISTANCE OF 63.12 FEET;
5. THENCE SOUTH 56°00'57" WEST 297.90 FEET;
6. THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 601.50 FEET, A CHORD BEARING OF SOUTH 65°20'07" WEST, A CHORD DISTANCE OF 194.82 FEET, THROUGH A CENTRAL ANGLE OF 18°38'21", A DISTANCE OF 195.68 FEET TO THE NORTHWESTERLY CORNER OF SAID PLAT OF FOXTAIL 6<sup>TH</sup> ADDITION SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF SAID PLAT OF FOXTAIL 5<sup>TH</sup> ADDITION;

THENCE DEPARTING SAID SOUTHERLY LINE OF SAID PLAT OF FOXTAIL 6<sup>TH</sup> ADDITION AND CONTINUING ALONG THE NORTHERLY LINE OF SAID PLAT OF FOXTAIL 5<sup>TH</sup> ADDITION THE FOLLOWING 5 COURSES AND DISTANCES:

1. THENCE CONTINUING ALONG LAST SAID CURVE TO THE RIGHT, A RADIUS OF 601.50 FEET, A CHORD BEARING OF SOUTH 82°50'41" WEST, A CHORD DISTANCE OF 171.37 FEET, THROUGH A CENTRAL ANGLE OF 16°22'46", A DISTANCE OF 171.95 FEET;
2. THENCE NORTH 13°56'57" WEST 62.51 FEET;
3. THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 527.50 FEET, A CHORD BEARING OF NORTH 10°05'59" WEST, A CHORD DISTANCE OF 70.82 FEET, THROUGH A CENTRAL ANGLE OF 07°41'55", A DISTANCE OF 70.88 FEET;
4. THENCE ALONG A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF NORTH 38°15'12" WEST, A CHORD DISTANCE OF 21.20 FEET, THROUGH A CENTRAL ANGLE OF 64°00'19", A DISTANCE OF 22.34 FEET;
5. THENCE NORTH 70°15'21" WEST 155.39 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 18.348 ACRES, MORE OR LESS.

FOXTAIL 9TH ADDITION  
A PORTION OF S.30 T.51N., R.04W., B.M.



**UTILITY STATEMENT**

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED AS ACCURATELY AS POSSIBLE FROM FIELD SURVEY AND EXISTING DRAWINGS. COEUR DEVELOPMENT, LLC MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHER, WE DO NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN EXACT LOCATION INDICATED, ALTHOUGH WE DO CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.



LOCATES (2 WORKING DAYS NOTICE REQUIRED PRIOR TO EXCAVATION)  
LOCAL CALLING NUMBERS:  
KOOTENAI COUNTY 811  
ITD- DIST. 1 SIGNAL FOREMAN 772-1299

CITY OF POST FALLS  
APPROVAL

APPROVED BY: \_\_\_\_\_  
CITY ENGINEER DATE

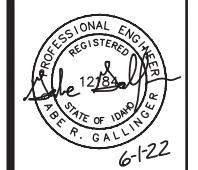
SCALE  
HOR. 1"=80'  
VERT. N/A

PROJECT #: 0097.08  
DESIGNED BY: KWE  
CHECKED BY: GRG

LOT LAYOUT  
3 of 40

REVISION  
BY: GRG  
KWE  
DATE: 4-1-22  
6-1-22

CITY OF POST FALLS PUBLIC SERVICES  
DEPARTMENT, ENGINEERING DIVISION  
400 POST FALLS, ID 83854  
PHONE #: (208) 773-3511  
PROJECT BENCHMARK: APPROX. 1.50  
ALUMINUM CORNER, POST FALLS, ID  
FEE: \$10.00 PER THE PRESSURE OF CYPRESS  
FOX LOOP AND MARBLE FOX AVENUE



FOXTAIL 9th ADDITION  
LOT LAYOUT

COEUR DEVELOPMENT, LLC  
1859 LAKEWOOD DR. COEUR D'ALENE, ID 83814  
PHONE: (208) 991-9033

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

**Coeur Development, LLC**

FOR

**Foxtail 9<sup>th</sup> Addition**

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

ATTACHMENT "B"

ATTACHMENT "C"  
COST ESTIMATES  
FOR

**Foxtail 9<sup>th</sup> Addition**

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

1. Public improvements to be owned operated and maintained by the City of Post Falls: **\$ 1,112,577.19**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 585,338.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 73,200.00**
5. Total cost of improvements: **\$ 1,771,115.19**
6. Warranty amount: **\$ 88,555.76**

ATTACHMENT "C"

ATTACHMENT "C-1"  
DETAILED COST ESTIMATES  
FOR

**Foxtail 9<sup>th</sup> Addition**

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"



**Foxtail 9th Addition**  
**Engineer Estimate - CIA**  
 January 17, 2023

Item No.	Description & Cost Code	Quantity	Units	Unit Price	Percent Comple	Total Price
<b>6200 - Site Preparation/Grading</b>						
<b><u>6205 - Clearing &amp; Grubbing</u></b>						<b>\$12,522.00</b>
1	Mobilization	1	LS	\$12,000.00	0%	\$12,000.00
2	AC Sawcut	87	LF	\$6.00	0%	\$522.00
<b><u>6210 - Excavation &amp; Grading</u></b>						<b>\$45,784.60</b>
1	Road Subgrade Prep	12,922	SY	\$1.80	0%	\$23,259.60
2	Finish Grading (replace topsoil openspace)	1,600	CY	\$8.00	0%	\$12,800.00
3	Construction Entrance	1	EA	\$1,500.00	0%	\$1,500.00
4	Inlet Protection	23	EA	\$75.00	0%	\$1,725.00
5	Concrete Washout Area	1	EA	\$500.00	0%	\$500.00
6	Silt Fence	1,200	EA	\$5.00	0%	\$6,000.00
<b>6250 - Sewer</b>						
<b><u>6250 - Sewer</u></b>						<b>\$324,692.50</b>
1	8" PVC Sanitary Sewer	3,950	LF	\$38.75	0%	\$153,062.50
2	Remove Exist 8" Cleanout	2	EA	\$900.00	0%	\$1,800.00
3	48" Manholes	18	EA	\$3,635.00	0%	\$65,430.00
4	Sewer Services	80	EA	\$1,305.00	0%	\$104,400.00
<b>6300 - Stormwater</b>						
<b><u>6300 - Stormwater</u></b>						<b>\$63,900.00</b>
1	Sidewalk Underdrain (Separated Sidewalk)	6	EA	\$1,400.00	0%	\$8,400.00
2	Concrete Inlet (4' wide Concrete Sidewalk)	6	EA	\$550.00	0%	\$3,300.00
3	Curb Cut	51	EA	\$200.00	0%	\$10,200.00
4	Drywell Type A (Single)	15	EA	\$2,800.00	0%	\$42,000.00
<b>6350 - Water</b>						
<b><u>6350 - Water System</u></b>						<b>\$554,788.00</b>
1	8" PVC Water Main	5,151	LF	\$43.00	0%	\$221,493.00
2	8" Fittings	20	EA	\$790.00	0%	\$15,800.00
3	8" Gate Valve w/ Box	31	EA	\$1,915.00	0%	\$59,365.00
4	1" Water Services	79	EA	\$2,430.00	0%	\$191,970.00
5	2" Irrigation Service	1	EA	\$2,800.00	0%	\$2,800.00
6	Fire Hydrant Assemblies	11	EA	\$5,760.00	0%	\$63,360.00
<b>6400 - Streets &amp; Walkways</b>						
<b><u>6405 - Streets, Curbs, &amp; Gutter</u></b>						<b>\$349,633.40</b>
1	Asphalt Roadway 2" AC over 4" Base	12,922	SY	\$17.20	0%	\$222,258.40
2	Rolled Curb and Gutter	6,959	LF	\$17.00	0%	\$118,303.00
3	Standard Curb and Gutter	504	LF	\$18.00	0%	\$9,072.00

**Foxtail 9th Addition**  
**Engineer Estimate - CIA**  
 January 17, 2023

Item No.	Description & Cost Code	Quantity	Units	Unit Price	Percent Comple	Total Price
<b>6410 - Sidewalks</b>						<b>\$257,858.55</b>
1	5' Concrete Sidewalk	38,911	SF	\$5.05	0%	\$196,500.55
2	Concrete Driveway Approach (Alleys)	976	SF	\$8.00	0%	\$7,808.00
3	Pedestrian Ramps	34	EA	\$1,575.00	0%	\$53,550.00
<b>6450 - Utilities - Dry</b>						
<b>6450 - Dry Utilities</b>						<b>\$30,550.00</b>
1	Dry Utilities Trenching (Ex, Bed, and Backfill only)	4,700	LF	\$6.50	0%	\$30,550.00
<b>6500 - Signage, Striping, Mailboxes</b>						
<b>6505 - Landscaping</b>						<b>\$96,856.14</b>
1	Public Street Trees	122	EA	\$600.00	0%	\$73,200.00
2	Hydroseed ROW and Common Area	131,423	SF	\$0.18	0%	\$23,656.14
<b>6520 - Signage</b>						<b>\$32,100.00</b>
1	Signage	9	EA	\$700.00	0%	\$6,300.00
2	Type II Barricades	10	EA	\$700.00	0%	\$7,000.00
3	Type III Barricades	10	EA	\$800.00	0%	\$8,000.00
4	Town & Country Street Light	9	EA	\$1,200.00	0%	\$10,800.00
<b>6525 - Mailboxes</b>						<b>\$2,430.00</b>
1	Concrete Mailbox Pad	2	EA	\$630.00	0%	\$1,260.00
2	CBU Mailbox Installation	6	EA	\$195.00	0%	\$1,170.00
<b>TOTAL</b>						<b>\$1,771,115.19</b>

ATTACHMENT "D"  
EVIDENCE OF SURETY  
FOR

**Foxtail 9<sup>th</sup> Addition**

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

ATTACHMENT "D"

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

**Coeur Development, LLC**

FOR

**Foxtail 9<sup>th</sup> Addition**

CONSTRUCTION DRAWINGS

Plans Titled: **Foxtail 9<sup>th</sup> Addition**

Dated: **1/17/2023**

By: **Gabe Gallinger, P.E.**

Sheets 1 through **52**

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

**Coeur Development, LLC**

FOR

**Foxtail 9<sup>th</sup> Addition**

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

# Peck & Peck

EXCAVATING, INC.



COMPLETE EXCAVATING SERVICES  
LICENSED & BONDED  
3386 N. Highway 41 · Post Falls, ID 83854  
(208) 773-6559 · Fax (208) 773-3431

## Foxtail 9<sup>th</sup> Addition

<u>Week</u>	<u>Activity</u>
3-20	<i>Sewer Main</i>
3-27	<i>Sewer Main</i>
4-3	<i>Sewer Main and Services</i>
4-10	<i>Sewer Services</i>
4-17	<i>Water Main</i>
4-24	<i>Water Services</i>
5-1	<i>Water Services</i>
5-8	<i>Storm</i>
5-15	<i>Dry Utility Crossings</i>
5-22	<i>Curbs and Walks</i>
5-29	<i>Curbs and Walks</i>
6-5	<i>Subgrade Prep</i>
6-12	<i>Pave</i>
6-19	<i>Dry Utility Ditch and Clean up</i>

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

**Coeur Development, LLC**

FOR

**Foxtail 9<sup>th</sup> Addition**

**ENGINEERING SERVICES FEE SUMMARY**

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

**76** Lots X \$350.00 = \$ **26,600.00**

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

**Coeur Development, LLC**

FOR

***STREET LIGHT CHARGES***

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

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

Street light type: **LED Town & Country**

**9** lights X 12 months X **\$ 25.25** per month = **\$ 2,727.00**

Street light type: \_\_\_\_\_

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

**TOTAL = \$ 2,727.00**



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

**Coeur Development, LLC**

FOR

**Foxtail 9<sup>th</sup> Addition**

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

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

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

**SEWER CAP FEES**

1 Wastewater Flow (5,000 Gallons)	\$6,959.00
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APPENDIX VI  
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT  
BETWEEN THE CITY OF POST FALLS AND

**Coeur Development, LLC**

FOR

**Foxtail 9<sup>th</sup> Addition**

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

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

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

**Water Cap Fees**

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

**Meter Fees**

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

**ACCOUNT FEES**

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

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

**Coeur Development, LLC**

FOR

**Foxtail 9<sup>th</sup> Addition**

**ENGINEER OF RECORD DECLARATION:**

The Engineer of Record for the project is established as:

ENGINEER NAME: **Gabe Gallinger, P.E.**  
ENGINEERING FIRM: **Coeur Development, LLC**  
ADDRESS: **1859 N. Lakewood Dr #200**  
CITY: **Coeur D'Alene** STATE: **ID** ZIP: **83814**  
PHONE NO.: **(509) 991-9033**  
E-MAIL ADDRESS: **gabe@thinklakeside.com**

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

**Coeur Development, LLC**

FOR

**Foxtail 9<sup>th</sup> Addition**

**ENGINEERING OF RECORD CERTIFICATION:**

Certification Statement

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

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

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

**Coeur Development, LLC**

FOR

**Foxtail 9<sup>th</sup> Addition**

**CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:**

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

\_\_\_\_\_  
Notary for the state of Idaho \_\_\_\_\_  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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

**Coeur Development, LLC**

FOR

**CASH IN LIEU OF PLANTING STREET TREES**

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

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

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Consent Calendar  
**MEETING DATE: 02/07/2023**

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**DATE:** 02/02/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Rhonda Ellis  
**SUBJECT:** Vehicle Disposals

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**ITEM AND RECOMMENDED ACTION:**

Requesting approval to dispose of 2 vehicles that have aged out of service and have been replaced.

**DISCUSSION:**

Requesting approval to dispose of the 2 following vehicles that have aged out of service and have been replaced.

From Facility Maintenance - 2000 Nissan Frontier - VIN 1N6DD21S9YC422672

From Water Reclamation - 1997 Chevy 3500 - VIN 1GCHK39F9VF034027

The plan is to sell them at auction.

**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 WRF/Surface Water DEPT.# 463/468 DATE: 01/31/23  
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) 97,213
- OTHER IMPROVEMENTS \_\_\_\_\_

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER \_\_\_\_\_

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: \_\_\_\_\_

Vehicle # T103/D103 - 1997 Chevy 1T s/B 4X4 Diesel 3500 - Aged Out

TAG# \_\_\_\_\_ SERIAL # 1GCHK39F9VF034027 MODEL# \_\_\_\_\_

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE
  - DESTROYED / DISPOSED
  - SOLD AT AUCTION
  - SOLD
  - TRADED IN
  - OTHER: \_\_\_\_\_
- SELLING PRICE \_\_\_\_\_  
SELLING PRICE \_\_\_\_\_  
CASH VALUE/TRADE IN \_\_\_\_\_

- 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)



CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Facility Maintenance DEPT.# 433 DATE: 01/31/23 OF DISPOSAL

CATEGORY OF ASSET:

- LAND
BUILDING
MACHINERY & EQUIPMENT
VEHICLE (Enter Mileage) 93,257
OTHER IMPROVEMENTS

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
OTHER

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL:

Vehicle # M104 - 2000 Nissan Frontier - Aged Out

TAG# SERIAL # 1N6DD21S9YC422762 MODEL#

REASON FOR DISPOSAL (MANDATORY):

- ABANDONED IN PLACE
DESTROYED / DISPOSED
SOLD AT AUCTION
SOLD
TRADED IN

SELLING PRICE
SELLING PRICE
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)

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT AGENDA  
MEETING DATE: FEBRUARY 7th, 2023**

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**DATE:** February 3, 2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** ROBERT S. PALUS, PE – ASSISTANT CITY ENGINEER  
**SUBJECT:** STOCKWELL COURT – PERFORMANCE GUARANTEE

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**ITEM AND RECOMMENDED ACTION:** With approval of the Consent Agenda, City Council authorizes the Mayor’s signature to accept the Escrow and Set Aside Agreement for guarantee of public improvements associated with Stockwell Court.

**DISCUSSION:** The Developers of Stockwell Court, STOCKWELL PARTNERS 2022, LLC, have completed a majority of the public improvements associated with the project and desire to record a final plat for the associated subdivision. In accordance with the Construction Improvement Agreement (CIA) for Stockwell Court, the Developer is allowed to have a final plat processed and recorded if appropriate financial guarantees are in place. The Engineering division has worked with the Developers Engineer in verifying that the Escrow and Set Aside Agreement submitted for the project includes the appropriate financial amount. City Legal Council has additionally reviewed the Agreement. With the Mayor’s signature on the Agreement, the Developer will be in conformance with the requirements for final platting.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

- Stockwell Court Construction Improvement Agreement (CIA) July 18, 2022

**APPROVED OR DIRECTION GIVEN:**

- Approved

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:** None at this time. City assumes ownership and maintenance of sanitary sewer and roadway improvements upon completion of construction and acceptance of improvements meeting City Standards.

**BUDGET CODE:** N/A

**SUPPORTING DOCUMENTS:** A copy of the Escrow and Set Aside Agreement is attached.

## **ESCROW AND SET ASIDE AGREEMENT**

THIS ESCROW SET ASIDE AGREEMENT (this “Set Aside Agreement”) is made and entered into as of this 31st day of January, 2023 (the “Effective Date”), by and between CITY OF POST FALLS, a body politic of the State of Idaho, having an address of 408 N. Spokane Street, Post Falls, ID 83854 (the “City”), STOCKWELL PARTNERS 2022 LLC, an Idaho limited liability company, having an address of 1450 Northwest Blvd, Suite 105, Coeur d’Alene, Idaho 83814 (“Developer”), and NORTH IDAHO TITLE COMPANY, INC., an Idaho general business corporation, having an address of 601 E. Front Avenue, Coeur d’Alene, ID 83814 (“Escrow Agent”).

### **RECITALS**

A. Developer is the owner of that certain commercial development project located in Kootenai County, Idaho, on that certain real property legally described as Eakin Addition Lot 1, Block 1, and more commonly known as the “Stockwell Court” (the “Project”).

B. The City and Developer previously entered into a Construction Improvement Agreement (“CIA”) dated June 21, 2022, which requires Developer to complete certain improvements as more fully depicted on Exhibit A to this Set Aside Agreement (the “Improvements”), which by this reference is incorporated herein.

C. In connection with Developer’s request to further subdivide the Project and consistent with the CIA, Developer is now obligated by Post Falls Municipal Code (“PFMC”) 17.24.020 to provide surety of 150% of the estimated construction costs of the Improvements.

D. In connection with and in furtherance of the foregoing, the City and Developer have agreed to enter into this Set Aside Agreement as authorized by PFMC 17.24.020(B), subject to the terms below, to set aside in escrow the amount of Forty-Three Thousand Three Hundred Thirty-Six Dollars and Ninety-Six Cents (\$43,336.96) (the “Set Aside Funds”), which is 150% of the estimated construction costs for Developer’s Work as described on Attachment B to the CIA, to be used by Developer to complete the Developer’s Work and to otherwise secure substantial completion of the Improvements.

E. Developer, the City, and Escrow Agent now desire to enter into this Set Aside Agreement, subject to the terms and conditions below.

### **AGREEMENT**

1. Deposit with Escrow Agent. Within ten (10) business days after the Effective Date, Developer shall deposit with and Escrow Agent is hereby instructed by the City and Developer to hold (the “Set Aside Escrow”) the Set Aside Funds. The Set Aside Funds shall be retained in the Set Aside Escrow and released or disbursed to the City or Developer in accordance with the terms of this Set Aside Agreement.

2. Developer’s Work on the Property. Developer shall perform and complete that certain work related to the Improvements (the “Developer’s Work”) as described on Attachment B to the CIA as soon as possible, which Developer estimates will take approximately One Hundred and Eighty (180) days after the Effective Date. Developer specifically agrees that the City may withhold issuance of any Certificates of Occupancy for any structure within the Project until such time as the Improvements are completed to the satisfaction of the City.

3. Disposition of Set Aside Funds. Developer and the City agree and hereby instruct Escrow Agent that the Set Aside Funds shall be deposited in an interest-bearing account in a federally insured bank regularly utilized by Escrow Agent, with the earnings thereon to be added to the Set Aside Funds. The Set Aside Funds shall be held and disbursed in strict accordance with the terms and conditions of this Set Aside Agreement as follows:

3.1. After commencement of Developer's Work, Developer may submit certified pay application(s) to the City Engineer, at the address listed above, for review and approval, such approval not to be unreasonably withheld, conditioned or delayed. Pay applications may be submitted no more frequently than monthly and must be accompanied by sufficient information to allow the City Engineer to determine that that portion of Developer's Work for which Developer is seeking pay approval has been completed and must include the following information: (i) the total amount to be withdrawn for costs incurred by Developer in connection with each pay application; (ii) billings and such other documentation supporting Developer's request of the amount to be withdrawn; (iii) statutory conditional lien waivers executed by all Lien Claimants (defined below) for the work related to each pay application the form of such lien waiver attached hereto as Exhibit B; and (iv) a draw request (the "Draw Request") signed by Developer and addressed to Escrow Agent and the City Engineer. Upon receipt of a certified pay application, the City Engineer will have up to fifteen (15) calendar days to review and approve the pay application (the "Review Period"). During the Review Period, the City and Developer agree to work cooperatively and in good faith to determine whether Developer's Work for the respective pay application period has occurred, including, but not limited to, conducting a joint walk-through inspection of Developer's Work. If the City Engineer determines that Developer's Work for the respective pay application period has been completed and all of the required lien waivers have been received and are executed, the City Engineer shall countersign the Draw Request and return it to Developer. Developer may then submit the Draw Request to Escrow Agent (with a copy to the City Engineer). Escrow Agent shall, upon such receipt of the Draw Request, immediately release and distribute the amount identified therein to Developer. If, at the end of the Review Period, the City Engineer has determined that Developer's Work for the respective pay application period has not been completed or that the required lien waivers are incomplete or are not executed, or the City Engineer has otherwise not signed and returned the Draw Request, Developer may elect one of the following: (A) at its sole expense, to send the pay application to third-party engineer JUB Engineers Inc., or such other civil engineering firm (the "Third-Party Engineer"), that the parties mutually agree upon in writing, for review and approval consistent with the requirements of Section 3.1 of this Set Aside Agreement. The City and Developer agree to be bound by the determination of the Third-Party Engineer and if the Third-Party Engineer approves the pay application, the City Engineer will promptly sign the Draw Request and return it to Developer who shall be entitled to further process the Draw Request with Escrow Agent as provided by this Section 3.1; or (B) if the City disputes in good faith the completeness of any or all of a portion of Developer's Work as identified in the pay application submittal made to Escrow Agent and the City Engineer by Developer as provided in this Section 3.1, then, within fifteen (15) business days after Developer's receipt of written notice from the City identifying in detail such items of Developer's Work (and applicable dollar amounts attributable to the same) which are so disputed by the City (the "Disputed Work"), (x) Developer shall submit to the City a substitute security, in the form of a bond, letter of credit, or other suitable replacement security acceptable to the City, equal to the amount of the Disputed Work (the "Incremental Substitute Security"), and (y) the City Engineer shall promptly sign the Draw Request applicable to the affect pay application at issue, and return it to Developer who shall be entitled to further process the Draw Request with Escrow Agent as provided by this Section 3.1, provided, however, in each instance, thereafter, the Incremental Substitute Security shall be released at such time as the Dispute Work has been deemed complete in accordance with this

Section 3.1. As used herein, the term "Lien Claimants" shall mean all contractors, subcontractors, and material suppliers performing work or supply materials in connection with Developer's Work.

3.2. Upon completion of Developer's Work, Developer shall send written notice thereof to the City Engineer, together with final unconditional lien waivers from all Lien Claimants, in the form attached hereto as Exhibit B, and written certification from Developer and its Third-Party Engineer that Developer's Work has been completed in accordance with the plans and specifications for such work, for review and approval following the processes outlined in Section 3.1 above. If the City Engineer or Third-Party Engineer determines in writing that the final acceptance by the City of all improvements has occurred and that Developer has posted a warranty guarantee for the Improvements as required by PFMC 17.24.040 - 17.24.080, then the City Engineer will sign the final Draw Request and return it to Developer for further processing consistent with Section 3.1 and the Construction Improvement Agreement entered into between Developer and the City. Upon receipt of the final Draw Request, Escrow Agent shall release and distribute any remaining Set Aside Funds to Developer. Provided, if at the end of the Review Period for the final Draw Request, the City Engineer has determined that Developer's Work is not completed and has not been finally accepted by the City or that the required final unconditional lien waivers are incomplete or are not executed, or the City Engineer has otherwise not signed and returned the final Draw Request, Developer may elect one of the resolution processes identified in Section 3.1 (A) or (B) above.

4. Indemnification: Liens. Developer will indemnify, defend, and hold the City harmless for, from, and against any and all claims, liens, demands, liabilities, and causes of action (including, without limitation, reasonable attorney fees and costs) arising from or relating to the completion of Developer's Work. Developer shall remove, or commence appropriate action to remove or bond against, any liens filed against the Property by anyone claiming by or through Developer within thirty (30) calendar days after Developer's receipt of actual notice of any such lien. If Developer fails to so take action as provided in the foregoing sentence, the City may, as provided in Section 5, and upon providing Developer and Escrow Agent with copies of all such liens and notices related thereto, request a disbursement from Escrow Agent from, and use, the Set Aside Funds to so satisfy such lien.

5. Developer Default. Notwithstanding anything herein to the contrary, in the event Developer breaches its obligation to complete either Developer's Work on or before the applicable completion date set forth herein, or with respect to any unresolved lien as provided in Section 4, the City may deliver written notice thereof to Escrow Agent and Developer. If Developer fails to cure any breach or default within forty-five (45) days after actual receipt of such notice, then the City may elect, at the City's sole discretion, to complete or cause to be completed such portion of Developer's Work and submit to Escrow Agent a request for reimbursement in substantially the same form as the Draw Request described in Section 3 above, and Escrow Agent, without Developer's further consent, shall release such portion of the Set Aside Funds corresponding to the amount incurred by the City, and the City shall use such Set Aside Funds to so complete the applicable portion of Developer's Work. As provided in this Section, if the City elects to take over completion of Developer's Work then Developer will reasonably cooperate with the City in connection therewith (including, but not limited to, delivering such notifications and instructions to contractors employed by Developer and their subcontractors as the City deems appropriate to complete the incomplete portions of Developer's Work). In no event shall the City's receipt of such Set Aside Funds be deemed to limit the City's right to pursue an action to recover actual damages directly arising from Developer's uncured default (it being understood by the parties that Developer is responsible for all reasonable and necessary costs to complete Developer's Work); provided, however, that the City waives the right to recover any indirect, consequential, special, or punitive damages.

6. Agreement for Benefit of Parties: No Assignment. This Set Aside Agreement is made for the benefit of Developer and the City. Neither Developer, the City, nor Escrow Agent shall have any right to assign its respective rights or obligations under the Set Aside Agreement (except as otherwise provided herein, or, except with respect to Developer, for Project financing or related encumbrances) or to pledge or otherwise encumber its interests in the Set Aside Agreement, and any such attempted assignment, pledge, or encumbrance shall be null and void, except the extent consented to in writing by the other parties.

7. Liability, Duties, and Obligations of Escrow Agent. The parties do hereby agree as follows:

7.1. Escrow Agent undertakes to perform only such obligations as are expressly set forth herein.

7.2. Except for Escrow Agent's gross negligence or willful misconduct, Escrow Agent shall not be liable for any action taken by it in good faith and authorized by or within the rights and powers conferred upon it under this Set Aside Agreement.

7.3. In the event of any dispute with respect to the disposition of the Set Aside Funds, Escrow Agent, upon receipt of notice of any such dispute, is authorized to hold the Set Aside Funds pending an agreement of Developer and the City or final order of a court of competent jurisdiction or binding decision of an arbitrator; provided, however, that Developer and the City expressly agree that Escrow Agent shall have the absolute right at its election to file a suit in interpleader and obtain an order from the court requiring Developer and the City to interplead and litigate in such court or arbitrate their several claims and rights amongst themselves. In the event such suit is brought, Developer and the City jointly and severally agree to pay Escrow Agent all costs, expenses, and reasonable attorney fees which it may expend or incur in such interpleader suit, the amount thereof to be fixed and judgment therefor to be rendered by the court in such suit. Upon filing of such suit, Escrow Agent shall thereupon be fully released and discharged for all obligations to further perform any duties or obligations otherwise imposed by the terms of this Set Aside Agreement.

8. Arbitration. Any objection to a disbursement or other dispute related to this Set Aside Agreement not previously resolved by the parties shall be resolved by arbitration and shall be submitted to arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association then in effect.

8.1. The unsuccessful party shall pay all reasonable costs and fees, including attorney fees, of the prevailing party and costs and fees of the arbitrator.

8.2. The parties agree that with respect to all aspects of the arbitration process contained herein they will conduct themselves in a manner intended to assure the integrity and fairness of that process. To that end, if a dispute is submitted to arbitration, the parties agree that they will not contact or communicate with the arbitrator who was appointed as arbitrator with respect to any dispute either ex parte or outside of the contacts and communications contemplated by this Section 8, and the parties further agree that they will cooperate in good faith in the production of documentary and testimonial evidence in a prompt and efficient manner to permit the review and evaluation thereof by other parties.

8.3. The decision of the arbitrator with respect to any dispute shall be final and binding on all parties and not subject to appeal, in the absence of fraud, and the prevailing party

may enforce the same by application for entry of judgment in any court of competent jurisdiction or by other procedures established by law.

8.4. The parties agree that time is of the essence with respect to the resolution of any disputes arising hereunder.

9. Expenses. Developer shall be responsible for payment of the reasonable costs and expenses incurred by Escrow Agent pertaining to this Set Aside Agreement in connection with the services to be rendered hereunder.

10. Notices. All notices given hereunder or in connection herewith shall be given in the manner and to the addresses of the parties set herein.

11. Termination. This Set Aside Agreement shall terminate upon full disbursement of the Set Aside Funds as provided for herein, or such earlier date upon which Developer and the City shall mutually agree in writing.

12. No Modifications. This Set Aside Agreement may not be modified or amended without the prior written consent of the City, Developer, and Escrow Agent.

13. Attorney Fees. In the event of any litigation or arbitration between or among any two (2) or more parties to this Set Aside Agreement, the prevailing party shall be entitled to the payment by the losing party or parties of its reasonable attorney fees, court costs, and litigation expenses, as determined by the court.

14. General. The captions used in this Set Aside Agreement are for reference only and are not to be construed as a part of this Set Aside Agreement. All the terms and provisions of this Set Aside Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. The waiver by any party of any default under any provisions hereof shall not be construed to the waiver of any succeeding breach or any other provision. Time is of the essence in this Set Aside Agreement and each and every provision hereof. This Set Aside Agreement shall be construed under, governed by, and enforced in accordance with the laws of the State of Idaho. This Set Aside Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall constitute a singular agreement. If any provision hereof shall be determined by a court to be unenforceable, then such determination shall not affect the remainder of the provisions hereof and this Set Aside Agreement shall be severable to that extent.

15. Acknowledgement by Escrow Agent. By its execution hereof, Escrow Agent acknowledges receipt of the Set Aside Funds and hereby agrees to hold and disburse/release the same pursuant to and in strict compliance with the terms of this Set Aside Agreement.

16. Resignation of Escrow Agent. Escrow Agent may, at any time and with or without cause, resign by sending written notice to all parties to this Set Aside Agreement. The resignation shall be effective thirty (30) days after written notice is received by both the City and Developer. Upon receipt of such notice, the City and Developer shall confer in good faith to appoint an alternative escrow agent to perform the duties of Escrow Agent hereunder and shall notify Escrow Agent of its replacement. All money and documents held by Escrow Agent after its resignation shall be disbursed to the escrow agent chosen to replace Escrow Agent.

17. Indemnification of Escrow Agent. Except for Escrow Agent's grossly negligent acts and its willful misconduct, the City, to the extent allowed by law, and Developer agree to indemnify and hold Escrow Agent harmless for, from, and against all costs, damages, attorney fees, and expenses arising as a result of or related to this Set Aside Agreement or the disbursement of the Set Aside Funds, including

without limitation any judgment, amounts paid in settlement, and all costs and expenses, including reasonable attorney fees, incurred in defending or settling any action, suit, or proceeding in connection with the foregoing.

*[Signature page to follow]*



**EXHIBIT A**  
**IMPROVEMENTS**

Improvements outlined in the Construction Improvement Agreement between the City and Developer for the Project executed on June 21, 2022.

1.7.6.1

Replacement of 100' of

1.7.6.2

1.7.6.3

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Set Aside Agreement, by their respective officers, duly authorized so to do, as of the Effective Date.

DEVELOPER:

STOCKWELL PARTNERS 2022, LLC  
an Idaho limited liability company

  
By: Scott Broder  
Its: Manager

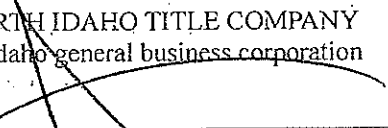
CITY:

CITY OF POST FALLS

By: Ronald Jacobson  
Its: Mayor

ESCROW AGENT:

NORTH IDAHO TITLE COMPANY  
an Idaho general business corporation

  
By: Escrow Officer  
Its: Authorized Agent

**Receipt For Check (Cashier's)  
North Idaho Title Insurance, Inc  
601 E. Front Avenue, Suite 204  
Coeur d' Alene, ID 83814**

**Glacier Bank-Mountain West Div, ABA: 123171955, Account: XXXXXXXX2629**

**Receipt Number:** 24188  
**File Number:** N-63270  
**Property Address:** 13392 W. Prairie Ave., Post Falls, ID 83854  
**Printed Date:** 1/31/2023 10:43:33 AM  
**Received Date:** 01/31/2023  
**Received By:** Jacqueline Sergeant  
**Amount:** **\$43,336.96**  
**Payor:** Stockwell Partners 2022, LLC  
**Bank:** First Interstate  
**Account Number:**  
**Routing Number:**

**Memo:**  
**Note:**

Description	Amount
Funds for Holdback from Stockwell Partners 2022, LLC	\$43,336.96
	<b>\$43,336.96</b>



1/31/2023 10:43:33 AM

**Received By** Jacqueline Sergeant

**Date**

# CASHIER'S CHECK

NOTICE TO CUSTOMER: THIS DOCUMENT HAS A TRUS WATKINS. ASSISTANCE OF THIS PARTIAL WILL INDICATE A COPY.  
The purchase of an indemnity/surety bond may be required before any cashier's check of this Bank will be replaced in the event it is lost, misplaced, stolen, or destroyed.



248389

92-588/241  
January 30, 2023

PAY TO THE ORDER OF North Idaho Title \*\*\*

\$43,336.96

\*\*\*\* Forty Three Thousand Three Hundred Thirty Six and 96/100 \*\*\*\*

Dollars

Memo Stockwell Partners Escrow PF

REMITTER Stockwell Partners 2022 LLC

N-63270

*Shirley Steel*  
Authorized Signature

⑆ 248389 ⑆ ⑆ 092901883⑆ ⑆ 07115279 ⑆

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Ordinance & Resolutions  
**MEETING DATE: 02/07/2023**

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**DATE:** 01/30/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Jason Faulkner  
**SUBJECT:** Amended Budget Ordinance

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**ITEM AND RECOMMENDED ACTION:**  
Mayor and Council, to approve as presented.

**DISCUSSION:**  
Council directed staff to return to the next council meeting after the public hearing on 1/17/2023.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**  
01/17/2023

**APPROVED OR DIRECTION GIVEN:**

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**  
\$145,303,118

**BUDGET CODE:**  
Various

CITY OF POST FALLS

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF POST FALLS, IDAHO, AMENDING THE ANNUAL APPROPRIATION ORDINANCE 1467 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, TO REFLECT THE RECEIPT OF UNSCHEDULED REVENUES AND TO AUTHORIZE EXPENDITURE OF PREVIOUSLY UNBUDGETED FUND BALANCE, INCREASING AND ESTABLISHING THE APPROPRIATIONS FOR EXPENDITURES IN VARIOUS DEPARTMENTS AND FUNDS, PROVIDING THAT THE TAX LEVY UPON TAXABLE PROPERTY WITHIN THE CITY IS NOT AFFECTED HEREBY, PROVIDING THAT ALL ORDINANCES IN CONFLICT HEREWITH ARE SUPERSEDED BY THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT, AND PROVIDING THAT THE ORDINANCE SHALL BE EFFECTIVE UPON ITS PUBLICATION DATE.

Section 1. That the sum of \$15,653,493 from unexpected revenues and unappropriated fund balances, be, and the same is hereby appropriated to defray the additional necessary expenses and liabilities of the City of Post Falls, Kootenai County, Idaho for the fiscal year beginning October 1, 2022, thereby amending and superseding prior appropriations contained in Ordinance 1467 of the City.

Section 2. Purposes and Amounts of Appropriation. That the objects and purposes for which such additional appropriations are made, and the amounts of such supplemental appropriations are as follows, after accounting for receipt of unscheduled revenues and authorizing expenditure of previously unappropriated fund balances:

**ADDITIONAL REVENUES/FUNDING RESOURCES**

GENERAL FUND:	
FUND BALANCE REBUDGETED	\$ 1,343,912
TOTAL GENERAL FUND RESOURCES	<u>1,343,912</u>
CAPITAL PROJECT FUNDS:	
FUND BALANCE REBUDGETED	2,921,707
OTHER FINANCING SOURCES	6,731,804
TOTAL CAPITAL PROJECT FUND RESOURCES	<u>9,653,511</u>
ENTERPRISE FUNDS:	
OTHER FINANCING SOURCES	36,397
FUND EQUITY REBGTD/BOND	4,619,673
TOTAL ENTERPRISE FUND RESOURCES	<u>4,656,070</u>
<b>TOTAL PROPOSED REVENUES.....</b>	<b>\$ 15,653,493</b>

**ADDITIONAL EXPENDITURES AUTHORIZED**

GENERAL FUND:	
PARKS	\$ 32,000
STREETS	293,463

FLEET MAINTENANCE	1,007,359
OTHER/CONTINGENCY/CAP IMPROVMENTS	6,779,291
GENERAL FUND DEDICATED ACCOUNTS:	
ANNEXATION FEE ACCOUNT	-
TOTAL GENERAL FUND	8,112,113
CAPITAL PROJECTS FUNDS:	
STREET IMPACT FEES	2,921,707
TOTAL CAPITAL PROJECTS FUND EXPENSE	2,921,707
ENTERPRISE FUNDS:	
SEWER (OPERATING)	523,373
SEWER CONST - COLLECTORS	550,000
SEWER CONST - WWTP	2,567,506
WATER CONSTRUCTION	978,794
TOTAL CAPITAL PROJECTS FUND EXPEND	4,619,673
<b>TOTAL PROPOSED EXPENDITURES.....</b>	<b>\$ 15,653,493</b>

Section 3. Tax Levy unaffected. That the tax levy established for the City of Post Falls for the Fiscal year beginning October 1, 2022, shall be unaffected by this ordinance.

Section 4. Amendment of Prior Appropriation Ordinance. That all ordinances or parts of ordinances in conflict with this ordinance are hereby amended and superseded to the extent of such conflict to conform to the appropriations made by this ordinance. The total appropriated expenditures for the Fiscal year beginning October 1, 2022, as amended by this ordinance, shall be as follows:

AMENDED AUTHORIZED EXPENDITURES/EXPENSES

GENERAL FUND:	
ADMINISTRATION	
FINANCE	
CITY CLERK	
LEGAL SERVICES	
COMMUNITY DEVELOPMENT	
SAFETY	
PUBLIC WORKS	
PARKS & RECREATION	
CAPITAL IMPROVEMENTS/CONTRACTS	
PERSONNEL	
PERSONNEL POOL	
ANNEXATION FEE ACCOUNT	
TOTAL GENERAL FUND.....	53,955,809
SPECIAL REVENUE FUNDS:	
COMPREHENSIVE LIABILITY INSURANCE	
STREET LIGHTS	
911 SUPPORT	
DRUG SEIZURE	
SPECIAL EVENTS	
CEMETERY CAPITAL IMPROVEMENT	
TOTAL SPECIAL REVENUE FUND EXPENDITURES.....	1,647,066
CAPITAL PROJECTS FUNDS:	

FACILITY RESERVE ACCOUNT	
CAPITAL IMPROVEMENTS	
TOTAL CAPITAL PROJECTS FUND EXPENDITURES.....	16,463,847
DEBT SERVICE FUNDS:	
LID DEBT SERVICE	
TOTAL DEBT SERVICE FUND EXPENDITURES.....	528,150
ENTERPRISE FUNDS:	
SEWER	
SANITATION	
WATER	
TOTAL ENTERPRISE FUND EXPENSES.....	72,708,246
<b>TOTAL ALL FUND EXPENDITURES/EXPENSES.....</b>	<b>145,303,118</b>

Section 5. This ordinance shall take effect and be in full force upon its passage, approval and publication of a summary of the ordinance in one issue of the Post Falls Press, a newspaper of general circulation in the City of Post Falls, and the official newspaper of said City.

PASSED under suspension of the rules upon which a roll call vote was taken and duly enacted an ordinance of the City of Post Falls, Kootenai County, Idaho at a convened meeting of the City of Post Falls City Council held on the 7th day of February, 2023.

\_\_\_\_\_  
RONALD G. JACOBSON, MAYOR

ATTEST:

\_\_\_\_\_  
SHANNON HOWARD, CITY CLERK



**CITY OF POST FALLS**  
**AGENDA REPORT**  
Ordinance & Resolutions  
**MEETING DATE: 02/07/2023**

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**DATE:** 02/02/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** Cottage Homes Ordinance File No. TA-22-7

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**ITEM AND RECOMMENDED ACTION:**

With approval of the Ordinance Agenda, City Council authorizes the mayor's signature on the Cottage Homes Ordinance.

**DISCUSSION:**

On December 13, 2022, the Planning and Zoning Commission held a public hearing on the Cottage Homes Ordinance and after hearing the staff report and public testimony they recommended some adjustments to the language on to City Council. January 17, 2023, City Council heard the staff report and public testimony and approved the Ordinance with the Commissions recommendations:

- Amend the requirement for the Medium Density (R2) Single-Family lot size to be reduced to 4,000 square feet from 4,800 square feet.
- Clarify that both front and side loaded garages cannot exceed 360 square feet.
- Clarify porches are front porches not side or rear.
- Emphasize the garage setback to be 20' or reference the section of city code.
- Allow for rear and side yard fences to be 72" high rather than 48" in height.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

Yes

**APPROVED OR DIRECTION GIVEN:**

Approval

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

N/A

**BUDGET CODE:**

N/A

**ORDINANCE NO.** [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT TO MUNICIPAL CODE SECTION 18.12.010 DEFINITIONS; PROVIDING FOR AMENDMENT TO MUNICIPAL CODE SECTION 18.20.040 OFFICIAL BULK AND PLACEMENT REGULATIONS TABLE; PROVIDING FOR A NEW CODE SECTION 18.24.032 TITLED COTTAGE HOME RESIDENTIAL PERFORMANCE STANDARDS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

**WHEREAS**, *after public hearing on the hereinafter provided, and after recommendation by the Planning and Zoning Commission*, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

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

**SECTION 1.** That Post Falls Municipal Code Section 18.12.010 is amended to add the following definitions in appropriate alphabetical order:

COTTAGE HOME: Any detached residential structure with a total living area, excluding any attached garage, of less than one thousand four hundred (1,400) square feet and at least eight hundred (800) square feet. The ground floor must be no larger than one thousand two hundred square feet (1,200) square feet.

FLOOR AREA: The area of an enclosed floor measured from the interior faces of exterior walls.

FRONT LOADED: A residence where both the front door and the garage door are accessed via the *Principal Frontage*.

GROSS FLOOR AREA: The sum of the *Floor Area* less basements, attic space providing structural headroom of less than five (5') feet, and unenclosed steps, porches, terraces and balconies.

PARKING CLUSTER: A common *Parking Area* consisting of no more than six (6) stalls meeting ADA accessibility requirements.

REAR LOADED: A residence where the garage access is located on the opposite side of the lot from the *Principal Frontage*.

SIDE LOADED: A residence where the garage door is perpendicular to the *Principal Frontage*.

URBAN FORESTER: The person employed by the city of Post Falls to manage public trees and their associated regulations or their designee.

**SECTION 2.** That Post Falls Municipal Code Section 18.20.040 is amended as follows:

District	Maximum Height (Ft.)	Minimum Yard Requirements				Minimum Lot Width (Ft.)	Maximum Lot Coverage (%)	Minimum Lot /Area Dwelling Unit (Sq. Ft.)
		Front (Ft.)	Rear (Ft.)	Interior Side (Ft.)	Street Side (Ft.)			
R1S	35	30	15	15	30	135	25	1 acre
R1 (SF)	35	15	10	5	15	60	40	6,500
R2 (SF)	35	15	10	5	15	30	70	<del>3,000</del> 4,000
R2 (DPX)	35	15	10	5	15	50	50	3,600
R2 (TH)	35	15	20	0-5	15	25	70	2,400
R3 (DPX)	35	15	10	5	15	50	50	3,600
R3 (other MF)	45	15	10	10	15	50	50	2,400
R3 (TH)	35	15	20	0-5	15	18	70	2,000
RMHP	1 story	10	7.5	10	10	50	50	4,500

CCS	45	0	0	0	0	n/a	80	n/a
LC	35	0	n/a	0	n/a	n/a	30	n/a
I	50	15	10	0	15	n/a	50	n/a
HI	50	IBC	IBC	IBC	IBC	n/a	65	n/a

Notes:

1. Definitions: See PFCM [18.12.010](#): DEFINITIONS and [18.16.010](#): ESTABLISHMENT OF ZONING DISTRICTS.
2. The *Front Yard* and *Side Yard* setback for to the front of garages is a minimum of twenty feet (20') measured from the front of the garage to the property line or the edge of the sidewalk nearest the *Structure* if the sidewalk has been constructed outside of the *Right-of-Way* (in an easement), whichever is closer to the garage.
3. *Twin Home* or *Townhome* projects shall provide a minimum of a five foot (5') interior *Side Yard* setback or utilize a common wall with a *Zero Lot Line*.
4. R2 (SF) - Vehicular access to *Lots* of forty-five feet (45') or less must be alley/rear loaded.
5. Height limitations do not apply to spires, belfries, cupolas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above roof level and not intended for human occupancy; however, thirty-five feet (35') in residential zones (except in R3 [other MF]), forty-five feet (45') in R3 (other MF) and in commercial zones, and fifty feet (50') in industrial zones is the maximum height allowed without a *Special Use Permit*; city utility and public service *Structures* are exempt from height restrictions.
6. Current RMHP dimensions are for existing established residential *Mobile Home Parks*, not for new or proposed parks.
7. *Structures* cannot be placed in public easements.
8. *Heavy Industrial (HI)* setbacks are for existing zones and *Uses* only, not for new or proposed industrial *Uses*.
9. Setbacks shall be measured from a property line to the foundation, face of a covered porch or stairway, or other weight bearing portion of the *Structure*, whichever is closest to the property line.
10. Compliance with zoning setbacks and *Lot Coverage* shall not be required for fences, walls, signs, or *Accessory Structures* not requiring a building permit.
11. The *Lot Width* for a respective zone is the measurement considered for the front *Building Line*, including *Flag Lots*.
12. Residential *Structures* may extend an additional five feet (5') beyond the minimum fifteen foot (15') *Front Yard* setback for those improvements, such as an open porch, canopies, balconies, platforms, covered patios, and similar architectural projections attached to a *Structure*, that do not restrict visibility between pedestrians along the adjacent sidewalk and vehicles accessing or leaving a residence.
13. Open *Structures* such as porches, canopies, balconies, platforms, carports, covered patios, and similar architectural projections attached to a *Structure* shall not project into the required minimum side or *Rear Yard* setbacks. Roof overhangs may extend into the minimum *Side* or *Rear Yard* setback, such as the conditions set forth within the *International Building Code* are met.

**SECTION 3.** That a new Section 18.24.032, entitled COTTAGE HOME RESIDENTIAL PERFORMANCE STANDARDS is added to the Post Falls Municipal Code as follows:

**18.24.032: COTTAGE HOME RESIDENTIAL PERFORMANCE STANDARDS:**

A. Purpose: The purpose of this section is to: to provide housing types that are responsive to changing household demographics (e.g., retirees, small families, and young professionals); to expand opportunities for home ownership; to encourage creation of functional usable *Green Space* in residential communities; to promote neighborhood interaction and safety through design; to

encourage opportunities for infill development; and ensure that residents of such housing enjoy a high-quality environment, with permanence, stability, and access to *Green Space*.

B. Applicability: *Cottage Home* residential development is permitted in the R-2, R-3, and RM zoning districts. *Cottage Home* residential development is also allowed in those areas in the CCM zoning district where the approved development agreement for the property authorizes multi-family residential uses. *Cottage Homes* may also be approved with a Special Use Permit in the CCS and R-1 zoning district.

C. General Development Standards:

1. Attached Garages:

- a. Garages on *Front Loaded Cottage Homes* and *Side Loaded Cottage Homes* cannot exceed three hundred and sixty (360) square feet in size.
- b. Garages on *Rear Loaded Cottage Homes* cannot exceed five hundred (500) square feet in size.

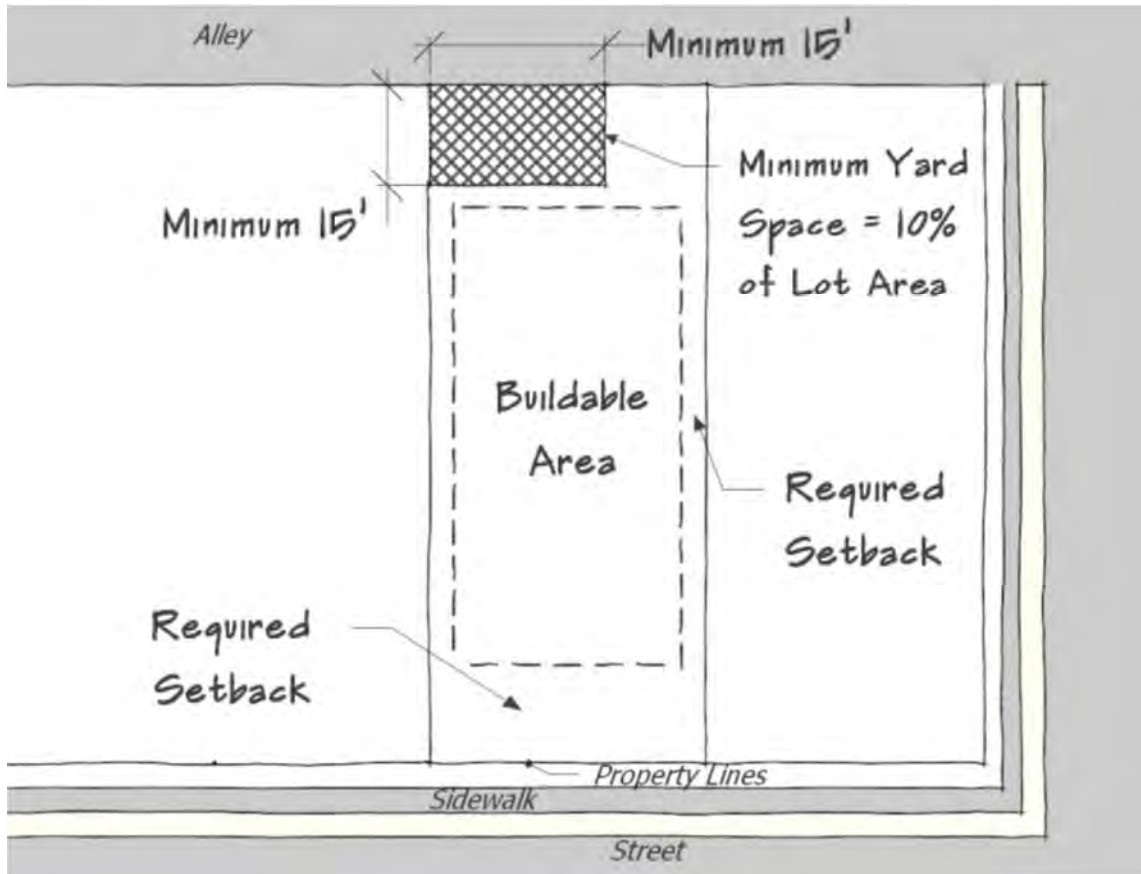
2. Architectural Design:

- a. Each *Cottage Home* must have a front porch with a minimum depth of six (6) feet. The porch must also meet the following requirements:
  - i. *Front Loaded Cottage Homes* must have a front porch no less than fifty square feet (50) square feet in size.
  - ii. *Side Loaded* and *Rear Loaded Cottage Homes* must have a front porch no less than eighty (80) square feet in size.
- b. Attached garages for *Front Loaded Cottage Homes* cannot exceed sixty-six (66%) of the width of the structure.
- c. *Accessory Structures* must match the architectural style of the *Cottage Home* and meet separation requirements contained in the adopted building code.
- d. No two (2) abutting or directly opposing *Cottage Homes* may have the same, or a substantially similar, front façade.

- e. Each *Cottage Home* must have a minimum of four (4) of the following building elements, features, or treatments incorporated into the front façade and street facing façade.
  - i. Windows with visible trim and mullions or recessed windows;
  - ii. Dormers/false dormers;
  - iii. Bay windows;
  - iv. Gables detailing;
  - v. Architectural detailing on pillars, posts, or railings;
  - vi. Stonework or masonry;
  - vii. Minimum sixteen inch (16”) offset in building face or roof;
  - viii. Detailed door (multi-panel or glass insert) or window adjacent to front door (sidelite);
  - ix. Variation in roof or building colors and materials, on *Cottage Homes*, including but not limited to, brick, stone, or other masonry accents;
  - x. Any other building elements, treatments, features approved by the *Zoning Administrator* that provide for variety and visual interest.

3. Green Space:

- a. Green Space: Except as otherwise provided, *Cottage Home* developments must provide five-hundred and fifty square feet (550) square feet of common *Green Space* for each *Cottage Home*. For *Cottage Homes* placed on individual *Lots*, the amount of common *Green Space* may be reduced to three-hundred and twenty five (325) square feet. Each common *Green Space* must provide at least one pet waste clean-up station.
- b. When *Cottage Homes* are placed on individual *Lots*, each lot must provide a contiguous and usable *Yard*. This area cannot include structures, driveways, or parking. Additionally, the *Yard* must:
  - i. Be located in the rear or side yard and not be within the required front yard setback;
  - ii. Be equal to at least 10% of the parcel area; and
  - iii. Have no dimension less than 15 feet or less than 12 feet for parcels smaller than 3,500 sq ft.



- c. Within common *Green Spaces* one (1) class II or III *Tree*, as outlined in the Post “Falls Tree Standards Manual”, for each seven thousand five hundred (7,500) square feet of *Green Space* is required. The species must be approved by the *Urban Forester*.
- 4. Fences: Fences are not allowed within common *Green Space* areas, unless approved by the *Zoning Administrator* to secure or enclose an amenity within the *Green Space* that creates a safety, security, or usability concern. Examples of where exemptions may be considered include; dog parks, tennis/pickleball courts, community gardens, *Swimming Pools*, etc.
- 5. Parking:
  - a. Each *Cottage Home Dwelling Unit* must provide at least two (2) off-street parking spaces for each *Cottage Home Unit* that meets the requirements of Section 18.24.020.

- b. An additional .25 parking spaces must be provided in a *Parking Cluster* for each *Cottage Home* within a development of eight (8) or more units that fronts on a *Green Space* or on a street where parking is not allowed.

D. Cottage Home Single-Family Performance Standards: Single-Family *Cottage Home* development must also meet the following standards:

1. Minimum *Lot* area: two thousand four hundred (2,400) square feet.
2. Site Design and Orientation:
  - a. Vehicular access to *Cottage Homes* must be from the rear or side. Where site constraints make this requirement impractical or where an alternative creates a better design, the *Zoning Administrator* may grant a deviation allowing up to 50% to be *Front Loaded*.
  - b. *Cottage homes* are encouraged to front *Green Space*.
  - c. Each *Cottage Home* must have a pedestrian path constructed of concrete or asphalt between the sidewalk and the building entry. If no sidewalk is present then a connection must be made to the edge of private street or public right-of-way.
  - d. *Cottage Home* developments with eight (8) or more *Cottage Homes* must have fifty percent (50%) of the common *Green Space* centrally located. Common *Green Space* must front a public or private street and have twenty percent (20%) of the perimeter of the *Green Space* fronting the public or private street.
    - i. Common *Green Space* must be in a separate tract or tracts and be owned and maintained by a homeowner's association (HOA). The homeowner's association's covenants must include the perpetual maintenance of all common areas, including common *Green Space* and preclude the conversion of such common areas to any other *Use*.
  - e. *Cottage Home* developments with less than eight (8) *Cottage Homes* must consolidate the common *Green Space* into one location and the *Green Space* cannot have any dimension less than twenty feet (20') per side. Pet waste clean-up stations are not required.



3. Setbacks and Height Limitations:

- a. Front: Sixteen feet (16') to the *Principal Plane* and garages must comply with the Official Bulk and Placement Regulations Table in PFMC 18.20.040.
  - i. If no easement exists along the front property line, then the front setback may be reduced up to five feet (5').
  - ii. For *Front Loaded Cottage Homes*, garages must not project beyond the front porch. Additionally, the front entryway must be visible and generally parallel to the public or private street.
- b. Side: Each side yard must have a setback of at least three (3) feet and both side yards must total at least twelve (12) feet.
- c. Rear:
  - i. *Front Loaded Cottage Homes*: Twelve (12) feet.
  - ii. *Rear Loaded Cottage Homes*: Twenty (20) feet.
- d. Flanking Street: Ten (10) feet; and
- e. Height: Thirty (30) feet.

4. Accessory Structures: *Accessory Structures* cannot exceed the height of the primary structure. Additionally, *Accessory Structures* cannot exceed the square footage of the primary structure or seven hundred twenty (720) square feet, whichever is less.

5. Green Infrastructure Design Standards: Where a minimum of twenty-five percent (25% of the *Lots* contain green infrastructure amenities contained in this section, common *Green Space* requirements may be reduced by fifty (50) square feet for each *Dwelling Unit*.

- a. Solar collection system used to capture solar energy, convert it to electrical or thermal power and supply electrical or thermal power primarily for on-site use via roof mounted solar arrays or modules, or solar related equipment which is intended to primarily reduce on-site consumption of utility power or fuels.
- b. Rain gardens located in community or *Green Space* areas.
- c. Water harvesting barrels or downspouts.
- d. Green roofs.

- e. EV Charging Stations.
6. Fences: Fences on individual *Lots* must comply with PFMC 18.24.020.K.
- E. Cottage Home Multi-Family Performance Standards: Multi-family development of three (3) or more *Cottage Homes* on a single *Lot* must utilize the site plan review process in Section 18.20.130 of this Title, and must also conform to the following standards:
- 1. Separation: All *Cottage Homes* must meet the separation requirements in the adopted building code without the use of additional fire rated materials.
  - 2. Site Design and Orientation:
    - a. Vehicular access to the *Cottage Home* must be from the rear or side, unless approved through a Special Use Permit.
    - b. *Cottage homes* are encouraged to front *Green Space*.
    - c. Each *Cottage Home* must have a pedestrian path constructed of concrete or asphalt between the sidewalk and the building entry. If no sidewalk is present then a connection must be made to the edge of private street or public right-of-way.
  - 3. Setbacks and Height Limitations: The following setbacks from exterior property lines of the multi-family development are as follows:
    - a. Front: Twenty feet (20');
    - b. Side: Ten feet (10');
    - c. Rear: Ten feet (10');
    - d. Flanking Street: Twenty feet (20'); and
    - e. Height: Thirty feet (30').
  - 4. Green Space: The required *Green Space* must comply with the requirements of Section 18.24.030 D.7. of this Title but do not qualify for density bonuses.
  - 5. Green Infrastructure Design Standards: Where green infrastructure amenities are provided and selected from the following list, common *Green Space* requirements may be reduced by fifty (50) square feet per *Cottage Homes*.

- a. Electrical vehicle (EV) charging stations at a minimum of one (1) station per twenty-five (25) *Cottage Homes*.
  - b. Solar collection system used to capture solar energy, convert it to electrical or thermal power and supply electrical or thermal power primarily for on-site use via roof mounted solar arrays or modules, or solar related equipment which is intended to primarily reduce on-site consumption of utility power or fuels.
6. Access, Driveways, Parking, and Garages: The *Zoning Administrator* may consider consolidated parking structures under the site plan review process.
  7. Refuse: All outside storage areas and solid waste storage areas must meet the requirements of Post Falls Municipal Code Section 18.24.040(C). Adequate access must be provided for collection of solid waste. The *Zoning Administrator* may approve alternative methods of screening if the proposed screening is at least as effective at screening the storage areas from view as the requirements of this section.

**SECTION 4.** All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 5.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**SECTION 6.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on February \_\_\_\_ 2023.*

APPROVED, ADOPTED and SIGNED this            day of February, 2023.

\_\_\_\_\_  
Ronald G. Jacobson, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Howard, City Clerk

**SUMMARY OF POST FALLS ORDINANCE NO. [Category]**

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT TO MUNICIPAL CODE SECTION 18.12.010 DEFINITIONS; PROVIDING FOR AMENDMENT TO MUNICIPAL CODE SECTION 18.20.040 OFFICIAL BULK AND PLACEMENT REGULATIONS TABLE; PROVIDING FOR A NEW CODE SECTION 18.24.032 TITLED COTTAGE HOME RESIDENTIAL PERFORMANCE STANDARDS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which amends 18.12.010 definitions; amends the requirement for the medium density single family (R2) lot size to be reduced to 4,000 square feet; provides a new code section for cottage home residential performance standards; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this \_\_\_\_ day of February, 2023.

\_\_\_\_\_  
/s/  
Shannon Howard, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which amends 18.12.010 definitions; amends the requirement for the medium density single family (R2) lot size to be reduced to 4,000 square feet; provides a new code section for cottage home residential performance standards, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this \_\_\_\_ day of February, 2023.

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Warren J. Wilson, City Attorney

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Ordinance & Resolutions  
**MEETING DATE: 2/7/2023**

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**DATE:** 2/1/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** Zoning Approval Criteria Ordinance File No. TA-22-5

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**ITEM AND RECOMMENDED ACTION:**

With approval of the Ordinance Agenda, City Council authorizes the mayor's signature on the Zoning Approval Criteria Ordinance.

**DISCUSSION:**

On July 12, 2022 the Planning and Zoning Commission held a public hearing regarding amendments to the Zoning Approval Criteria Ordinance and after hearing the staff report and testimony the Commission moved to recommend approval. On August 16, 2022, City Council moved to table the public hearing until after they had a Workshop regarding the Zoning Criteria. On November 11, 2022 the City council had the Workshop and on January 17, 2023 after hearing the staff report and public testimony, the City Council moved to approved the Zoning Approval Criteria Ordinance.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

Yes

**APPROVED OR DIRECTION GIVEN:**

Approval

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

N/A

**BUDGET CODE:**

N/A

**ORDINANCE NO.** [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING MUNICIPAL CODE SECTIONS 18.12.010, 18.16.010 AND 18.20.100 TO PROVIDE A DEFINITION OF DEMONSTRABLE ADVERSE IMPACT AND TO ESTABLISH NEW REVIEW CRITERIA FOR ZONE CHANGES; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

**WHEREAS**, the Mayor and City Council find that Idaho Code § 67-6511 and Idaho Code § 67-6535 establish the requirements for the City’s evaluation of requests for zone changes; and

**WHEREAS**, The Mayor and City Council find that clear criteria for the evaluation of requested zone changes encourages citizen involvement and more thoughtful evaluation of such requests; and

**WHEREAS**, after public hearing on the hereinafter provided, and after recommendation of the Planning and Zoning Commission, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

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

**SECTION 1.** That a new definition of *Demonstrable Adverse Impact* is added to Section 18.12.010 as follows:

**Demonstrable Adverse Impact:** For the purpose of the zoning review criteria contained in Section 18.20.100, a *Demonstrable Adverse Impact* is a provable or verifiable negative impact created by the change in zoning classification impacting the ability of a public agency to provide services within the city beyond those created by the current zoning classification.



**SECTION 2.** That the third paragraph of Post Falls Municipal Code Section 18.16.010 is amended to read as follows:

**18.16.010: ESTABLISHMENT OF ZONING DISTRICTS:**

Zoning districts are tools created to aid implementation of land use policies found within the comprehensive plan. Through the provision of standards, zoning districts regulate the height, bulk, and placement of buildings, establish residential densities, and regulate the uses of land and buildings. The following zoning districts are established and shall be applied and depicted upon the official zoning map of the City. Every lot and parcel of land, within the incorporated City of Post Falls shall be classified in one of the zoning districts established by this section.

The regulations for each district shall apply uniformly to each type of land use, except as otherwise provided. No building, structure or land shall be used or occupied and no building or structure or part thereof shall be erected, constructed, reconstructed, moved or structurally altered except in conformity with all of the regulations specified in this title. No yard area or lot existing at the time of passage of this title shall be reduced in dimension or area below the minimum requirements set forth in this title. Yards or lots created after the effective date hereof shall meet at least the minimum requirements set forth in this title.

Zoning is assigned following consideration of the criteria contained in Section 18.20.100 ~~such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. Commercial and high density residential zoning is typically assigned along streets with a higher road classification. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.~~

**SECTION 3.** That Post Falls Municipal Code Section 18.20.100 is amended to read as follows:

**18.20.100: AMENDMENT OF ZONING MAP:**

An amendment of the zoning map may consist of the amending, supplementing, changing or repealing of the regulations, restrictions and/or boundaries of the zone classification of land by ordinance in accordance with applicable provisions of Idaho Code. ~~Amendments to the zoning map should be in accordance with the future land use map and the goals and policies found in the Post Falls Comprehensive Plan.~~

- A. Application: Any application for a zone map amendment or zoning upon annexation shall include the information required by the application forms supplied by the Zoning Administrator, the information required by State law and information otherwise required by this title or by the Zoning Administrator, commission or Council. In addition, the application shall provide a description of the amendment or zoning requested along with a statement that describes the rationale for the request, how it conforms to the Comprehensive Plan, and why the City should consider the amendment or establish the zone.
  
- B. Public Hearing: Public hearing(s) shall be held before the Planning and Zoning Commission, and City Council, using the hearing and notice procedure required by law.
  
- C. Zone Map Amendment Review and Approval Criteria: At the close of the required public hearings, the Planning and Zoning Commission and the City Council will evaluate the criteria contained in this subsection. No other criteria may be considered.
  - 1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
  
  - 2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration;

3. Does the proposed zoning district create a *Demonstrable Adverse Impact* upon the delivery of services by any political subdivision providing public services within the city.

D. In addition to the Zone Map Amendment criteria contained in subsection C of this section, the City Council will also consider the following criteria when the request is for initial zoning upon annexation:

1. Is annexation of the property in the best interest of the city (Legislative Decision).

E. Decision: The City Council, upon receipt of a recommendation from the Planning and Zoning Commission, and after review of the record, staff report, and materials received at the public hearing shall render a decision to adopt, modify, or reject the amendment. Upon granting or denying an application, the Council shall specify the reasons for approval or denial. An amendment, if approved, shall be made part of this title upon the preparation and passage of an ordinance. If an amendment of the zoning map, submitted by parties other than staff or a City commission or board, is denied by the City Council, a subsequent application for amendment of the zoning map for the subject property cannot be submitted to the City within one year of such denial unless a request for application consideration is received and approved by the City Council. Such request shall be submitted to the Community Development Department, with the appropriate fee, and shall provide the City Council with reasons why the application should be accepted and processed. The City Council will review the request, determine whether or not the proposal is significantly different than the one denied and permit an application to be accepted and processed or deny the request.

**SECTION 4.** All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION 5.** Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any

such ordinance or in any manner affect the validity of any action heretofore taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

**SECTION 6.** The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

**SECTION 7.** After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

*Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on February \_\_\_ 2023.*

APPROVED, ADOPTED and SIGNED this            day of February, 2023.

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Ronald G. Jacobson, Mayor

ATTEST:

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Shannon Howard, City Clerk

**SUMMARY OF POST FALLS ORDINANCE NO. [Category]**

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING MUNICIPAL CODE SECTIONS 18.12.010, 18.16.010 AND 18.20.100 TO PROVIDE A DEFINITION OF DEMONSTRABLE ADVERSE IMPACT AND TO ESTABLISH NEW REVIEW CRITERIA FOR ZONE CHANGES; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which adopts new zone change approval criteria; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this \_\_\_\_ day of February, 2023.

\_\_\_\_\_  
/s/  
Shannon Howard, City Clerk

## STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which adopts new zone change criteria, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this \_\_\_\_ day of February, 2023.

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Warren J. Wilson, City Attorney

**CITY OF POST FALLS**  
**AGENDA REPORT**  
Ordinance & Resolutions  
**MEETING DATE: 02/07/2023**

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**DATE:** 02/02/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Amber Blanchette  
**SUBJECT:** Adams Annexation Ordinance File No. ANN-22-12

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**ITEM AND RECOMMENDED ACTION:**

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

**DISCUSSION:**

The applicant, Glenn Adams, has requested to annex approximately 4.75-acres into the City of Post Falls with a Single-Family Residential (R1) zoning designation. The property is generally located south of 16th Ave. and east of N. Idaho St.

On October 11, 2022, a public hearing was held before the Planning and Zoning Commission; after hearing the staff report and public testimony they moved to recommend approval to the City Council of the R1 zoning. After City Council heard the staff report and testimony they moved to approve the annexation and R1 zoning on January 3, 2023.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

Yes

**APPROVED OR DIRECTION GIVEN:**

Approval

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

N/A

**BUDGET CODE:**

N/A



**ORDINANCE NO. \_\_\_\_\_**

**ANNEXATION & ZONE CLASSIFICATION OF PROPERTY**

**The West half of Tract 39, Block 35, Post Falls Irrigated Tracts, according to the plat recorded in Book C of Plats at pages 78-80, records of Kootenai County, Idaho.  
4.75-acres generally located south of E. 16<sup>th</sup> Ave. and east of N. Idaho St.  
(File No. ANN-22-12)**

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 4.75 ACRES, THE WEST HALF OF TRACT 39, TRACK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED IN BOOK C OF PLATS AT PAGES 78-80, RECORDS OF KOOTENAI COUNTY, IDAHO; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

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

WHEREAS, public hearings were held before both the Planning and Zoning Commission on September 13, 2022, and the City Council January 3, 2023, in accordance with law and a Reasoned Decision was reached; and

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

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

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

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

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

Enacted as an ordinance of the City of Post Falls, Idaho, at a meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF POST FALLS

BY: \_\_\_\_\_  
Ronald G. Jacobson, MAYOR

ATTEST

BY: \_\_\_\_\_  
Shannon Howard, CITY CLERK

**SUMMARY OF POST FALLS ORDINANCE NO. \_\_\_\_\_**

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. \_\_\_\_\_, annexing approximately 4.75-acres and zoning the property Single-Family Residential (R1). The property is generally located south of E. 16<sup>th</sup> Avenue and east of N. Idaho Street, and is legally described as:

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

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

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

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Shannon Howard, City Clerk

Publish once in the City's official newspaper.

**STATEMENT OF LEGAL ADVISOR**

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

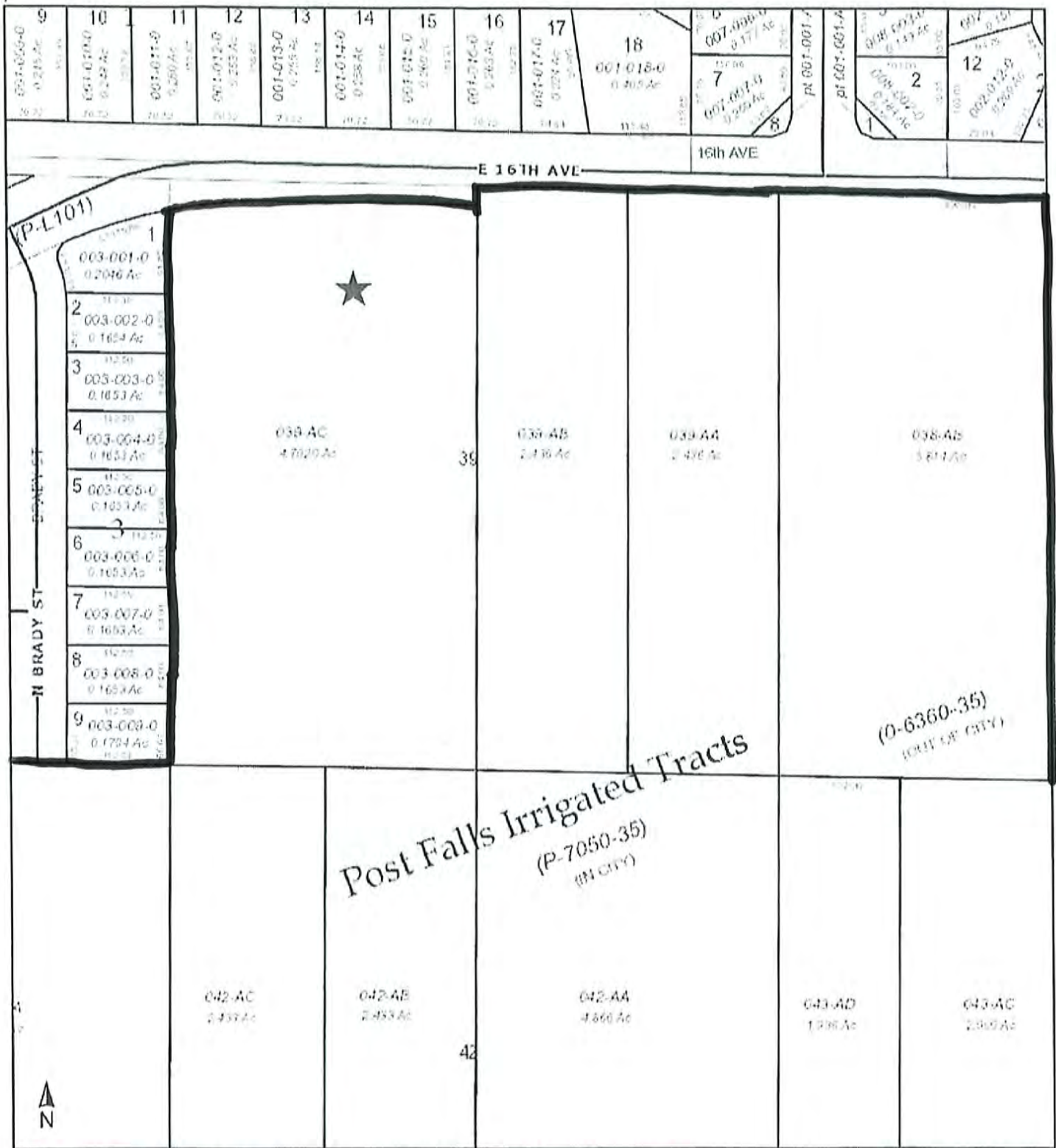
DATED this            day of            , 2023.

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Warren J. Wilson, City Attorney

City boundary

City of Post Falls Annexation Ordinance# \_\_\_\_\_



**NIT**  
 NORTH IDAHO TITLE  
 A MOTHER LODE COMPANY

ParcelID: 0636035039AC  
 Tax Account #: 147467  
 1022 E 16th Ave, Post Falls ID 83854

The West half of Tract 39, BLOCK 35, Post Falls Irrigated Tracts, according to the plat recorded in Book C of Plats at pages 78-80, records of Kootenai County, Idaho. Except right of way granted to the City of Post Falls recorded December 28, 2012, Instrument number 2390022000

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

**CITY OF POST FALLS**  
**AGENDA REPORT**  
New Business  
**MEETING DATE: 02/07/2023**

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**DATE:** 02/02/2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Greg McLean  
**SUBJECT:** The purchase of two parcels located to the east of the Post Falls Police Department

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**ITEM AND RECOMMENDED ACTION:**

Land purchase agreement to purchase two parcels east of the Police Department for future expansion of the police campus.

**DISCUSSION:**

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:**

**APPROVED OR DIRECTION GIVEN:**

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:**

Land Acquisition - \$1,000,000

**BUDGET CODE:**

035-420.0000.96000

## COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS COMMERCIAL REAL ESTATE PURCHASE AND SALE AGREEMENT (this “Agreement”) is made effective as of February \_\_\_\_, 2023 (“Effective Date”), between the City of Post Falls, a municipal corporation of the State of Idaho (“City”), and Findlay Family Properties Limited Partnership, a Nevada limited partnership (“Seller”).

The parties agree as follows:

### 1. PURCHASE AND SALE OF PROPERTY.

**1.1 Property.** Subject to the terms and conditions of this Agreement, the Seller shall sell to the City and the City shall purchase from the Seller two parcels of real property totaling approximately 1.87 acres located in 1805 E. Polston Avenue Post Falls, Idaho 83854 and more particularly described in the attached Exhibit A (the “Property”):

**1.2 Purchase Price Amount.** The purchase price for the Property is One Million Dollars (\$1,000,000) (the “Purchase Price”).

**1.3 Purchase Price Payment.** The Purchase Price shall be paid via wire transfer to Escrow, as defined below, at or prior to the time of closing.

**1.4 Conveyance of Title to Real Property.** Title to the Property shall be conveyed by a Special Warranty Deed. Title to the Property shall be subject to the Approved Exceptions, as defined below.

### 1.5 Title Insurance.

1.5.1 Preliminary Report. Immediately following the execution of this Agreement by both parties, City shall cause North Idaho Title (“Escrow Agent”) to issue to City (with a copy to Seller) a Preliminary Report for an ALTA Owner’s Policy for the Property, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters affecting Seller’s title to the Property (“Preliminary Report”), together with copies of all documents relating to title exceptions referred to in the Preliminary Report.

1.5.2 Exceptions. City shall approve or disapprove each exception shown on the Preliminary Report and each encroachment, overlap, or boundary line dispute, or any other matter that materially and adversely affects title to the Property or that violates any law, rule, or regulation reflected on any survey that Seller may elect to obtain (each an “Exception”) within fourteen (14) days following the receipt of the Preliminary Report, or any survey, whichever is later (the “Title Review Period”). City shall deliver to Seller and to Escrow Agent, as defined below, written notice of any Exception disapproved by the City. In the event City fails to notify Seller in writing within said Title Review Period of any such disapproval of the matters disclosed by City’s review of the Preliminary Report and survey (if any), the state of title to the Property disclosed by the Preliminary Report shall be deemed approved. Seller shall have the right, but not the obligation, at its sole cost, to elect to cure, release or remove on or before the Closing, any or all title exceptions which are objected to by City during its Title Review Period and Seller shall deliver to City written

notice of such election within five (5) calendar days after written notice from City of its objection(s) (“Seller’s Election Period”). If, prior to the expiration of Seller’s Election Period, Seller does not provide City with written notice of its election to cause any or all of the objected to exceptions to be removed, released or cured on or before the Closing, City shall have the right to either (i) terminate this Agreement by delivering written notice to Seller before the expiration of the Feasibility Period, as defined below, or (ii) elect to purchase the Property subject to all title exceptions other than exceptions, if any, which Seller has expressly agreed to cure or remove, in writing. If City fails to give notice electing either alternative (i) or alternative (ii) prior to the expiration of the Feasibility Period, then City shall be deemed to have elected alternative (ii). All title exceptions approved or deemed to have been approved by Seller shall be referred to as “Approved Exceptions”. Notwithstanding any provision contained in this Agreement, in no event shall any financial liens or encumbrances securing payment of private debts (other than current taxes and assessments and items created by City) be deemed to be Approved Exceptions to title, and any financial liens and encumbrances securing payment of private debts affecting the Property (other than current taxes and assessments and items created by City) shall, on or before the Closing Date, as defined below, for the Property, be paid in full by Seller or otherwise removed as an encumbrance to title on the Property. Anything above to the contrary notwithstanding, it is understood and agreed that City’s indemnity obligations, and the mutual indemnities below, shall not terminate upon termination of this Agreement pursuant to this or any other provision hereof.

**1.6 Possession.** The Seller shall deliver actual possession of the Property to the City at Closing.

**1.7 Risk of Loss.** Until actual possession, the Seller shall assume all risk of loss or damage with respect to the Property. In the event of any loss or damage to all or any part of the Property, City shall have the right to (i) terminate this Agreement, in which case each party shall be fully released and discharged from any further obligations under this Agreement; or (ii) close the purchase of the Property and elect to receive any and all insurance proceeds paid or payable by reason of the loss or damage.

**1.8 Prorated Items.** Taxes and assessments using the last assessments available before Closing shall be prorated as of Closing.

## **2. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE SELLER.**

The Seller represents and warrants to, and covenants with, the City as follows:

**2.1 Authority of the Seller.** Seller is the sole owner of the Property and as such has full authority to enter into this Agreement.

**2.2 Consents.** Except as disclosed in writing to the City before the Closing, Seller is not required to obtain the approval or consent of any person, firm, or other entity to permit the Seller to consummate the transactions contemplated by this Agreement.

**2.3 Condition of Property.** City accepts the property in its present condition “As Is” and acknowledges that Seller has made no representations or warranty concerning the physical conditions of the Property, but for as indicated on a separate Disclosure Statement in the attached Exhibit B, if any.



**2.4 Utilities.** The City shall be responsible for locating or relocating any applicable utilities on or off the Property.

**2.5 Material Misstatement or Omissions.** No representation or warranty made by the Seller in this Agreement or in any document or agreement furnished in connection with this Agreement contains or will contain any untrue statement of material fact, or omits, or will omit to state a material fact necessary to make the statements not misleading.

**2.6 No Default.** The Seller is not in default under the terms of any contract, agreement, lease, license or understanding which may affect title to the Property.

**2.7 Compliance with Laws.** To the best of Seller's actual knowledge, the Seller has complied in all material respects with all laws, regulations, and orders affecting the Property and is not in default under or in violation of any provision of any federal, state, local or provincial order, rule, regulation, or law.

**2.8 No Litigation.** There is no equitable, legal, or administrative suit, action, arbitration, or other proceedings pending or, to the best of Seller's actual knowledge, threatened against or affecting the Seller or the Property.

**2.9 Broker Fees.** The City represents to Seller it is not obligated to pay any fee or commission to any broker, finder, or intermediary for or on account of the transaction contemplated by the Agreement. The Seller represents to the City it is not obligated to pay any fee or commission to any broker, finder, or intermediary for or on account of the transaction contemplated by the Agreement.

**2.10 Contracts to be Provided.** Within ten (10) business days after the date this Agreement is accepted by the Seller, the Seller shall deliver to the City all contracts of any kind or nature that will survive the Closing and that relate to the Property.

**2.11 Conduct Pending Closing.** From the Effective Date to Closing, the Seller shall (i) maintain the Property in its current condition, (ii) continue to operate the Property in the manner previously operated by the Seller, (iii) not enter into any contracts or purchase orders relating to the Property, other than in the ordinary course of operating the Property, and (iv) perform all acts reasonably necessary to insure, to the extent practicable, that the representations, warranties, and covenants of the Seller shall be true, complete, and accurate in all respects on and as of the date of Closing to the same force and effect as if made at Closing.

**2.12 Access to Property.** From and after the Effective Date, the City and the City's authorized representatives shall have reasonable access to the Property. Within ten (10) business days after the Effective Date, Seller shall provide the City with copies of all surveys, environmental reports, engineering reports and other similar documents in Seller's possession or reasonable control pertaining to the condition and/or use of the Property.

**2.13 Indebtedness.** The Seller shall pay all indebtedness, obligations, and liabilities (excluding only those expressly assumed by the City in writing) incurred in connection with the Property and the operation of the Property for the period ending midnight of the date of Closing.

### **3. CONDITIONS PRECEDENT TO CLOSING.**

**3.1 Conditions Precedent to Obligations of Seller.** Seller's obligation to perform under this Agreement is subject to satisfaction of the following conditions:

3.1.1 Representations and Warranties True. The representations and warranties of the City are true, complete, and accurate as of the date of this Agreement and as of the date of Closing as if made as of such date.

3.1.2 Covenants Performed. City's performance of all the obligations, covenants, and agreements to be performed at or before Closing as set forth in this Agreement, including, without limitation, payment of the Purchase Price.

**3.2 Conditions Precedent to Obligations of the City.** The obligations of the City under this Agreement are, subject to the satisfaction of the following conditions:

3.2.1 Representations and Warranties True. The representations and warranties of the Seller are true, complete, and accurate as of the date of this Agreement and as of the date of Closing as if made as of such date.

3.2.2 Covenants Performed. The Seller has performed all obligations, covenants, and agreements to be performed at or before Closing as set forth in this Agreement.

3.2.3 Title Policy. The Escrow Agent is prepared to issue a policy in accordance with the provisions of Section 1.5.

3.2.4 Execution and Delivery of Documents. The Seller (and others where required) shall have executed and delivered to the Closing Agent the following:

- a. All bills of sale, assignments, and other instruments of transfer in such form as City shall reasonably request;
- b. The Special Warranty Deed; and
- c. Any other documents necessary to effect the transfer of title contemplated by this Agreement.

3.2.5 Public Record Searches. The City shall search for tax liens and litigation, fictitious business statement filings, notices, or other similar documents that City may require to reflect, perfect, or protect the interests of the City in the Property and to fully consummate all the transactions contemplated under this Agreement. If the City fails to give notice to Seller that the City is dissatisfied with the results of its investigations and due diligence within forty-five (45) days after the Effective Date (such 45-day period being referred to as the "Feasibility Period"), the condition set forth in this Section 3.2.5 shall be deemed to have been satisfied.

3.2.6 Approvals. The City approves and accepts the information disclosed in the documents and material delivered to the City by the Seller under Section 2.10 and 2.12 above. If the City fails to give notice to Seller that the City is dissatisfied with the results of its investigations

and due diligence within the Feasibility Period, the condition set forth in this Section 3.2.6 shall be deemed to have been satisfied.

**3.3 Waiver of Conditions.** City may waive, as a condition precedent to Closing, compliance with the conditions set forth in Section 3.2 above.

**4. CLOSING.**

**4.1 Closing Agent.** The closing agent for this Agreement shall be Escrow Agent, and the consummation of the purchase and sale of the Property (the “Closing”) shall be accomplished through an escrow to be established by City and Seller with Escrow Agent (the “Escrow”). City shall pay the Closing Agent’s Closing fees at Closing.

**4.2 Time, Date and Place of Closing.** Closing shall be at the offices of the Escrow Agent, 601 E Front Avenue, Suite 204, Coeur d'Alene, ID 83814 on the sixtieth (60<sup>th</sup>) day after the Effective Date (or the first business day thereafter if such sixtieth (60<sup>th</sup>) day is not a business day for Escrow Agent) (the “Closing Date”), or at such other time, date, and place as may be mutually agreed between Seller and City.

**4.3 Closing Agent Instructions.** City and Seller shall execute and deliver to the Closing Agent instructions on the form generally provided by the Closing Agent with such modifications as are reasonably acceptable to the parties.

**5. GENERAL PROVISIONS.**

**5.1 Notices.** Any and all notices and demands by either party hereto to the other party, required or desired to be given hereunder shall be in writing and shall be validly given only if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or if personally delivered, or if made by Federal Express or other delivery service which keeps records of deliveries and attempted deliveries. Service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner, and addressed as follows:

To Seller: Findlay Family Properties Limited Partnership  
Attn: Tyler Corder  
310 N. Gibson Road  
Henderson, Nevada 89104

With copies to: Rice Reuther Sullivan & Carroll, LLP  
Attn: Stephen M. Rice, Esq.  
3800 Howard Hughes Parkway  
Suite 1200  
Las Vegas, Nevada 89169

To City: City of Post Falls Police Department  
Attn: Greg McLean  
1717 E Polston Ave.  
Post Falls, ID 83854

With copies to: City of Post Falls  
Attn: Warren Wilson, City Attorney  
408 N. Spokane St.  
Post Falls, ID 83854

To Escrow Agent: North Idaho Title  
Attn: \_\_\_\_\_  
601 E Front Avenue, Suite 204  
Coeur d'Alene, ID 83814

**5.2 Attorney Fees and Costs.** The Parties agree that if a party is determined by a Court to be in default under this Agreement, then such party shall pay to the other party (a) reasonable attorney fees and other costs and expenses incurred by the other party after default and referral to an attorney, (b) reasonable attorney fees and other costs and expenses incurred by the other party in any settlement negotiations, and (c) reasonable attorney fees and other costs and expenses incurred by the other party in preparing for and prosecuting any suit or action (“Collection Costs”). Collection Costs shall be immediately due and payable.

**5.3 Governing Law, Jurisdiction, and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. The parties agree that the courts of Idaho shall have exclusive jurisdiction and agree that Kootenai County is the proper venue and may not thereafter be removed to any other State or Federal Court. Each party shall be responsible for its own fees and costs.

**5.4 Time of the Essence.** Time is of the essence with respect to the obligations to be performed under this Agreement.

**5.5 Rights Cumulative.** If the Closing fails to occur by reason of Seller’s default, the City may either, as City’s sole remedies, (i) terminate this Agreement, or (ii) bring an action against Seller for specific performance within forty-five (45) days after the scheduled Closing Date. Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to any other remedies available at law or in equity.

**5.6 Nonwaiver of Remedies.** The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Agreement shall not be a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

**5.7 Successors and Assigns.** Subject to any express provisions in this Agreement regarding restrictions on transfers or assignments, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and personal representatives.

**5.8 Entire Agreement.** All Exhibits to this Agreement are a part of this Agreement. This Agreement, together with the accompanying Exhibits, is the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations, and negotiations. All the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive the Close of Escrow and shall not be merged in the Deed or other documents.

**5.9 Severability.** The invalidity of any portion of this Agreement, as determined by a court of competent jurisdiction, shall not affect the validity of any other portion of this Agreement.

**5.10 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instruments. Copies of signed documents transmitted by facsimile or email shall have the same effect as originals, except for documents for which an original is required for recording or other purposes. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent electronically or by facsimile (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) shall be binding upon transmission and the electronic or facsimile copy may be utilized for the purposes of this Agreement.

**5.11 Survival of Representations, Warranties, and Covenants.** All representations, warranties, and covenants of the Parties set forth in this Agreement shall survive the Closing and shall survive the recording of the Grant Deed.

**5.12 1031 Exchange.** Seller may elect to structure the sale of the Property as a tax deferred exchange under Internal Revenue Code Section 1031, at Seller's sole cost and expense. The City shall reasonably cooperate with such exchange, provided that (i) the Closing Date shall in no event be extended as a result of the exchange, and (ii) the City shall incur no additional material costs, expenses or liabilities in connection with the exchange.

## **6. OFFER AND ACCEPTANCE.**

This Agreement as executed by City constitutes an offer to purchase the Property on the terms and conditions contained in this Agreement. If Seller fails to execute a copy of this Agreement and return it to City within thirty (30) days of the City's execution, this Agreement shall be void.

## **7. SIGNATURES.**

NOW THEREFORE, the parties have executed this Agreement as of the date first written above.

*[SIGNATURE PAGE FOLLOWS]*

Dated: February \_\_\_\_, 2023

**CITY OF POST FALLS**

\_\_\_\_\_  
Ronald G. Jacobson, Mayor

ATTEST:

\_\_\_\_\_  
Shannon Howard, City Clerk

408 N. Spokane Street  
Post Falls, ID 83854

Dated: February \_\_\_\_, 2023

**SELLER**

FINDLAY FAMILY PROPERTIES  
LIMITED PARTNERSHIP, a  
Nevada limited partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On this \_\_\_\_\_ day of February, 2023, before me \_\_\_\_\_, personally appeared **Ronald G. Jacobson and Shannon Howard**, known or identified to me to be the **Mayor** and **City Clerk**, respectively of the City of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at:  
My Commission Expires:

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of February, 2023, before me \_\_\_\_\_, personally appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at:  
My Commission Expires:





**CITY OF POST FALLS  
AGENDA REPORT  
NEW BUSINESS  
MEETING DATE: February 7, 2023**

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**DATE:** February 7, 2023  
**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Ross Junkin, Maintenance Manager  
**SUBJECT:** Architectural Services Contract with Integrus Architects

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**ITEM AND RECOMMENDED ACTION:** Staff requests City Council approve and authorize the Mayor to sign the consulting services agreement with Integrus Architecture for the design services for the renovations of the City's Streets Administration building. Total costs for this agreement will not exceed \$76,960.00. This contract will authorize Integrus to complete design work to a point that it is ready to bid. In the near future, staff plans to bring results of the bid for this design to the Council for consideration.

**DISCUSSION:** In 2021, the City finalized a facilities needs assessment outlining facility improvements necessary to continue providing the same level of service to our citizens. As part of this study, the Streets and Water Reclamation campuses identified for remodel work. The Streets facility was originally the Post Falls Mazda Dealership and no longer meets the needs of the existing workforce. The WRF lab and admin buildings were also constructed over 25 years ago and are need of both updating and expansion.

These renovations are consistent with the recommendations outlined in the 2021 Post Falls Facility Needs Assessment. Recommendations for the Streets Administration building in the Needs Assessment include renovations to the crew support space. Recommendations to the Water Treatment Labs building include renovations to the crew support space (improvements to lab room for access control, crew meeting spaces, as well as storage and workspace. The design work should address items such as: insufficient crew locker rooms, restrooms, breakroom, offices, and meeting room.

**ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:** Not Applicable

**APPROVED OR DIRECTION GIVEN:** Not Applicable

**FISCAL IMPACT OR OTHER SOURCE OF FUNDING:** Funding for this work will come from the City's approved FY23 budget

**BUDGET CODE:** 001-431.0000.62040 (\$58,800); 652-463.3235.95520 (\$18,160)

**SUPPORTING DOCUMENTS:** Agreement with Scope of Work

**CITY OF POST FALLS:**

City of Post Falls Idaho  
C/O City of Post Falls, Public Works Department  
408 N. Spokane Street  
Post Falls, ID 83854

**City Project Manager: Ross Junkin, Maintenance Manager**

Phone: (208) 457-3384  
Email: [rjunkin@postfalls.gov](mailto:rjunkin@postfalls.gov)

**CONSULTANT:**

Integrus Architecture  
10 S Cedar St. Spokane, WA 99201

**Firm Project Manager: Steven Clark, Principal**

Phone: (509)838-8681  
Email: [\\_sclark@integrusarch.com](mailto:_sclark@integrusarch.com)

THIS AGREEMENT made and entered into by and between City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "**City**," and Integrus Architecture having offices for the transaction of business at 10 S Cedar St. Spokane, WA 99201 hereinafter referred to as the "**Consultant**" jointly, hereinafter referred to along with the City as the "**Parties**."

WITNESSETH:

WHEREAS, the city desires to obtain design services for renovation of the Roads Maintenance Building, remodel of the Water Treatment Labs Building, and limited remodel of the Water Treatment Administration Building, within the City; and

WHEREAS, the Consultant has been selected been selected by the City to prepare such.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Parties mutually agree as follows:

**ARTICLE 1. SUBJECT AND PURPOSE**

1.1. **PURPOSE:** The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth, which are generally described within **Exhibit "A" and Exhibit "B"**, which are incorporated herein by this reference.

**ARTICLE 2. SCOPE OF WORK AND PERSONNEL**

2.1. **PROJECT LOCATION:** This project is to be located in the City of Post Falls.

2.2. **SCOPE/STATEMENT OF WORK:** The Consultant will provide the professional services described in the Scope of Services attached hereto as **Exhibit "A" and Exhibit "B"**, which are incorporated herein by reference. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. Work will be coordinated with the City Project Manager or their representative.

2.3. **PERSONNEL:** The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. It is expected that the Project Manager and other key employee(s) upon which the Consultant based its qualifications to perform the work will be the ones who perform the services on behalf of the Consultant. The Consultant's Project Manager and/or other key employee(s) may not be replaced without obtaining the City's approval, which will not be unreasonably withheld. The written request for substitution must describe why the action is being requested and be accompanied by the documentation for the person(s) as called for in the Request for Qualification's criteria section dealing with the competence of personnel and any applicable specialized experience. Based upon the City's review of the Consultant's documentation, and any supplemental information that may have been submitted at the City's request, the City, may at its sole option: (1) approve the Consultant's request in writing; or (2) deny the Consultant's request and call for other substitute(s) or replacement(s) to be submitted for review; or (3) terminate this Agreement for cause and remove the Consultant from the project.

2.4. **ASSIGNABILITY:** The Consultant may not assign or transfer any interest in this Agreement without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Likewise, the Consultant may not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

2.5. **RELATIONSHIP OF THE PARTIES:** The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

2.6. **TERM:** Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of the City, and subject to the City's approval a schedule for the performance of the Services which may be adjusted as the Project proceeds, shall be submitted for review and approval. The schedule shall include allowances for periods of time required for the City's review and for the receipt of submissions by authorities having jurisdiction over the project.

### **ARTICLE 3. COMPENSATION**

3.1. **BASIS OF COMPENSATION:** Consultant will be paid a fixed fee as indicated in **Exhibit "A" and Exhibit "B"**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed

\$76,960 without a change order approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by Change Order to the Agreement.

**3.2. REIMBURSABLE EXPENSES:** Reimbursable expenses must have the prior written approval of the City. Reimbursable expenses will be billed at cost unless otherwise approved in writing by the Contract Administrator. Such reimbursable expenses, which are subject to the total compensation limit addressed in Section 3.1 of this Article. Reimbursable expenses include expenses by the Consultant and the Consultant's employees in the interest of the Project.

**3.3. EXCLUSIONS FROM COMPENSATION:** Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Article, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement, including but not limited to, fees, licenses, and permits have already been included in computation of the Consultant's fee and may not be charged to the City.

**3.4. TIME OF PAYMENT:** Payments will be made in monthly installments based on an invoice of services rendered and costs incurred during the previous month. Each invoice will contain the project/contract number and be sequentially numbered beginning with "Pay Request 1". The invoice will be addressed to the Project Manager at the address listed above. The invoice will be paid within 30 days of receipt by the City contingent upon review and authorization by the City's Contract Administrator and Project Manager. Each monthly invoice must reflect the total work performed and approved to date. Past due amounts may bear a finance charge as stipulated by law not to exceed 1% of the past due amount per month.

**3.5. METHOD OF PAYMENT:** The City, in its sole discretion, may elect to make payment by warrant (check), credit card (payment card or "P" card), Automated Clearing House (ACH) or Electronic Payment (E-payment or E-payables). The pricing submitted by the Consultant and accepted by the City is inclusive of applicable payment terms, as well as, any and all fees incurred by the Consultant through their financial institutions in accepting any of the above referenced payment methods. No additional fees or charges to the City shall apply, unless otherwise preapproved by the City.

**3.6. FINAL INVOICE:** In order for the Parties to close their books and records, the Consultant will state "final invoice" or other words to that effect on its final or last billing to the City for the work of the Agreement. Since this Agreement will thereupon be closed and any budget balances deleted, the Consultant agrees that any further charges not properly included on this or previous billings will be waived in their entirety.

## **ARTICLE 4. INSURANCE**

**4.1. INSURANCE:** The Consultant will maintain, at a minimum, the insurance coverage's set forth in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this contract may not commence until evidence of all required insurance is provided to, and approved by, the City Attorney. The Consultant's insurer must have a minimum A.M. Best's rating of A-VII and must

be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant. The insurance policy or policies will not be canceled, materially changed, or altered without forty-five (45) days prior notice submitted to the City. The policy must be endorsed and the certificate must reflect that the City of Post Falls is named as an additional insured on the Consultant's general liability policy with respect to activities under this Agreement. The policy must provide and the certificate must reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be City of Post Falls C/O City of Post Falls Public Works Department, 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.

**4.2. GENERAL LIABILITY INSURANCE:** The Consultant must have Commercial General Liability Insurance with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage. The General Liability Insurance must state that City of Post Falls, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims.

**4.3. AUTOMOBILE INSURANCE:** The Consultant must carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Agreement. The policy must provide that it will not be canceled, materially changed, or renewed without forty-five (45) days written notice prior thereto to City of Post Falls.

**4.4. WORKERS COMPENSATION:** The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code and to provide proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number to the City. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant will indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability.

**4.5. PROFESSIONAL LIABILITY INSURANCE:** The Consultant will carry Professional Liability insurance coverage in the minimum amount of this Agreement or \$1,000,000.00, whichever is less.

**4.6. FAILURE TO COMPLY:** Failure of the Consultant to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement and could be cause for immediate termination of the Agreement at the City's sole discretion. Alternatively, the City may procure and maintain, at the Consultant's sole expense, insurance up to the amount of the required coverage(s). The City may offset the cost of such insurance against any payment due to the Consultant due for work performed under this Agreement.

## **ARTICLE 5. CONTRACT TERMINATION**

**5.1. TERMINATION BY CONSULTANT:** This Agreement may be terminated by the Consultant upon thirty (30) days' prior written notice to the City in the event of substantial failure by the City to perform in

accordance with the terms of this Agreement through no fault of the Consultant.

**5.2. TERMINATION BY CITY:** This Agreement may be terminated by the City with or without cause immediately upon written notice to the Consultant. In the event of termination of a Contract through no fault of the Consultant, the City agrees to pay the Consultant for services rendered to the City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon an itemized breakdown and documentation by the Consultant that services have been performed to the date of termination and acceptance of said documentation by the City. In the event of termination for cause, the Consultant, must reimburse the City for all reasonable costs associated with the replacement of the Consultant with a different entity to complete the work that is the subject of this Agreement.

**5.3. CLOSE-OUT OF WORK:** Immediately after sending a Termination Notice to the City or receiving a Termination Notice from the City, and except as otherwise directed by the City the Consultant must:

- (1) Stop work on the date and to the extent specified; and
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and
- (3) Transfer all work in process, completed work, and other material related to the terminated work to the City; and
- (4) Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 6. INDEMNIFICATION**

**6.1. CONSULTANT TO INDEMNIFY CITY:** The Consultant agrees to indemnify, defend (at the city's sole option), and hold the City harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties to the extent arising from, resulting from, a negligent act, error or omission of the Consultant performed under this Agreement by the Consultant, its agents or employees to the fullest extent permitted by law. The Consultant's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents or employees. The Consultant's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the City, its agents or employees, and (b) Consultant, its agents or employees shall apply only to the extent of negligence of the Consultant or its agents or employees. Consultant's duty to defend (at the city's sole option), indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses. Consultant's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of Consultant's actual, proportional indemnity obligation as determined by a court of law.

**6.2. PROFESSIONAL LIABILITY:** The Consultant's professional liability to the City (including Consultant's officers, directors, employees, and agents) is limited to the amount payable under this Contract or one million dollars (\$1,000,000), whichever is less. In no case will the Consultant's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims or actions identified under any legal theory related to Consultant's services under this Agreement and any continuation or extension of such services.

6.3. **U.C.C., LIENS, ETC.** The Consultant's indemnification shall specifically include all claims for loss or liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

## **ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS**

7.1. **CITY OWNS INSTRUMENTS OF SERVICE:** Drawings and other documents, including those in electronic form, prepared by the Consultant and Consultant's subcontractors are Instruments of Service. The City shall own all rights, title and interest in all of the Instruments of Service for this project and specific location and all of the other materials conceived or created by the Consultant or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the Consultant under this Agreement shall be the property of the City whether or not the project is completed, or this Agreement is canceled prior to expiration.

7.2. **CONSULTANT TO ASSIGN RIGHTS:** The Consultant hereby assigns to the City all rights, title and interest to the Materials for this project and specific location. The Consultant will, upon request of the City, execute all papers and perform all other acts necessary to assist the City to obtain and register copyrights, patents or other forms of protection provided by law for the Materials such work being at additional expense to the City. The Materials created under this Agreement by the Consultant, its employees, or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to the City by the Consultant, its employees and any subcontractors, and the Consultant shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the Consultant's obligations under this Agreement without the prior written consent of the City's Designated Representative except that the Consultant may retain copies necessary for record keeping, documentation and other such business purposes related to the Agreement.

7.3. **STANDARD ELEMENTS:** The foregoing shall not be construed to mean that the City shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the Consultant, in standard elements found in the Materials (such as standard details) generated and authored by the Consultant for its regular, repeated and ongoing use in designs, plans and drawings for its customers in the regular course of its business. The City further waives any claim it might have against the Consultant for errors or omissions arising specifically from changes made by the City or others to the Materials after the completion of the work provided by this Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the City or others.

7.4. **INFRINGING ON OTHERS INTELLECTUAL PROPERTY:** The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend (at the City's sole option), the City at the Consultant's expense from any action or claim brought against the City to the

extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City, or to portions of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

**7.5. FINDINGS CONFIDENTIAL:** Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

**7.6. MAINTENANCE OF RECORDS:** The Contractor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Contractor shall make available to the City, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

**7.7. APPROVAL OF DOCUMENTS:** The City's approval of documents resulting from the services provided by the Consultant does not relieve the Consultant from its responsibility to comply with the standard of care for performance of its services set forth in this Agreement.

**7.8. ARTICLE APPLICABLE TO SUBCONTRACTORS:** The CONSULTANT shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

## **ARTICLE 8. GENERAL CONDITIONS**

**8.1. PAYMENT OF TAXES:** This Contract is for the employment of the Consultant as an independent contractor. The Consultant acknowledges that they are an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement including but not necessarily limited to income and social security taxes.

**8.2. ENFORCEMENT COSTS:** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

**8.3. COMPLIANCE WITH LAWS:** The Parties hereto specifically agree to observe federal, state and local laws, ordinances and regulations to the extent that they may have any bearing on either providing any money under the terms of this Agreement or the services actually provided under the terms of this Agreement.



8.4. **MODIFICATION:** No modification or amendment to this Agreement will be valid until the same is reduced to writing, in the form of a change order, and executed with the same formalities as this present Agreement.

8.5. **VENUE STIPULATION:** This Agreement has and shall be construed as having been made and delivered in the State of Idaho, and the laws of the State of Idaho shall be applicable to the construction and enforcement of this Agreement or any provision hereto. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho and may not thereafter be removed to any other state or federal Court. Each party shall be responsible for its own fees and costs.

8.6. **WAIVER:** No officer, employee, agent or otherwise of the City, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Consultant of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City to hereafter enforce each and every such provision.

8.7. **HEADINGS:** The Article and Section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the Articles/Sections to which they appertain.

8.8. **OTHER EMPLOYMENT:** This Agreement is not an exclusive services Agreement. The Consultant may take on other professional assignments while completing work under this Agreement.

8.9. **RECOVERY OF FUNDS:** Whenever, under the Agreement, any sum of money shall be recoverable from or payable by the Consultant to the City, the same amount may be deducted from any sum due to the Consultant under the Contract or under any other contract between the Consultant and the City including reasonable attorney fees and or any other collection costs. The rights of City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Consultant.

8.10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

8.11. **NOTIFICATION:** All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by United States Mail to their respective addresses set forth above. All notices or other communications given hereunder and sent or delivered to the Party at the address set forth for such shall be deemed received: (1) when certified mail is deposited in the United States mail, postage prepaid; or (2) on the third day following the day on which the same have been mailed by first class delivery, postage prepaid; or (3) on the day such notices or other communications are received

when sent by personal delivery, prepaid.

**8.12. INTEREST OF MEMBERS OF CITY AND OTHERS:** No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**8.13. INTEREST OF CONSULTANT:** The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

**8.14. PERMITS:** The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement.

**8.15. INTEGRATION:** This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

**8.16 NONDISCRIMINATION:** The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require. The Consultant further agrees to comply with all the Nondiscrimination Requirements contained in **Exhibit "B"**, which by this reference is incorporated herein.

**8.17. ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO:** The clauses contained in this Section are required by the State of Idaho. The inclusion of these clauses in this Agreement by the City does not indicate the City's support or opposition to these clauses nor acknowledgement by the City that these clauses are relevant to the subject matter of this Agreement. Rather, these clauses are included solely to comply with Idaho state law.

(1) **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and Consultant employs ten (10) or more persons, then Consultant certifies that it is not currently engaged in, and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).

(2) **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the “No Public Funds for Abortions Act” (Idaho Code Title 18, Chapter 87).

## **ARTICLE 9. CONTRACT DOCUMENTS**

**9.1. CONTRACT DOCUMENTS:** The Contract Documents consist of this Agreement and the other documents listed below and all modifications and change orders issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

1. This Agreement; and
2. Exhibit “A” Scope of Work for Roads and Maintenance; and
3. Exhibit “B” Scope of Work for Water Treatment; and
4. Exhibit “C” Nondiscrimination Requirements

END OF ARTICLES

0IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth herein above.

MAYOR OF POST FALLS, IDAHO

ATTEST:

\_\_\_\_\_  
Ronald G. Jacobson, Mayor

BY: \_\_\_\_\_  
Shannon Howard  
City Clerk

Date: \_\_\_\_\_

CONSULTANT

\_\_\_\_\_  
Steven Clark, Principal  
Integrus Architecture

Date: \_\_\_\_\_

State of Idaho            )  
                                  : ss  
County of \_\_\_\_\_  )

On this date: \_\_\_\_\_ before me, a notary for the State of Idaho, personally appeared Steven Clark who, being by me first duly sworn, declared that they are a Principal of Integrus Architecture that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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

\_\_\_\_\_  
Notary Public for the State of Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **Exhibit C Nondiscrimination Requirements**

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

**1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

**4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Non-compliance**

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

**Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

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March 3, 2022

Mr. Ross Junkin  
City of Post Falls  
800 N. Public Works Way  
Post Falls, ID 83854

*RE: Fee Proposal for Remodel of Road Maintenance Building  
City of Post Falls*

Dear Ross:

We are pleased to submit the following proposal for the Road Maintenance Building for the City of Post Falls. Our proposal is based upon the site visit on February 3, 2022; the Proposed Scope of Work letter dated Feb 7, 2022; and the subsequent telephone conversation between you and me on Mar 2, 2022. The scope of services described below includes a detailed description of our services and a summary of our proposed compensation.

## **SCOPE OF SERVICES**

### **Streets & Maintenance**

#### Pre-design

- The Streets & Maintenance Building is in a former car dealership. As we understand it, there are no drawings of the original facility. The first step will be to perform field measurements and documentation of the existing facility to create a base floor plan of existing conditions.
- Conduct an existing facility survey to determine current condition of systems and structure including but not limited to:
  - Structural survey to determine basic structural system, bearing walls, columns etc.
  - Mechanical survey to evaluate the fitness of the current HVAC systems for the proposed remodel and the remaining life expectancy of these systems.
  - Electrical survey to evaluate the current electrical service and capacities for the proposed remodel.
  - Architectural survey to review items such as the exterior envelope including doors, windows, cladding, and roofing materials to determine current condition and remaining life expectancy.
- Work with building stakeholders to develop a space list and program to define the requirements for the completed remodel.
  - Meeting #1 with stakeholders to develop initial space needs.
  - Meeting #2 to review space list and initial size recommendations for each space and discuss space adjacencies and relationships (i.e. what spaces would benefit from direct exterior access, what spaces need to be next to or near one another, what spaces should be separated either acoustically or visually).
  - Provide a program space list that reflects the total area required to support the required functions of the facility.

117 S. Main St., Suite 100  
Seattle, WA 98104  
206.628.3137 | office  
206.628.3138 | fax

10 S. Cedar Street  
Spokane, WA 99201  
PO Box 1482 (99210)  
509.838.8681 | office  
509.838.2194 | fax

Mr. Ross Junkin  
Page 2  
March 3, 2022

- Conduct a preliminary Code Review to verify the feasibility of program uses and upgrades to the building.
- Provide an early construction estimate based upon the program space list and historical information on a per square foot cost basis for remodels of similar construction type and scale.

#### Design

- Schematic Design
  - Develop 2-3 plan options reflecting possible approaches to meeting the desired building program.
  - Work with the stakeholders to select a preferred plan for further development.
  - Perform a comprehensive code review of the selected floor plan.
  - Provide a more refined construction estimate based upon updated information and the selected floor plan option.
- Design Development
  - Refine the preferred plan option to define interior finishes, exterior improvements, and materials, etc.
  - Begin conversations with the stakeholders to develop a construction phasing strategy. Where will current functions occur while construction is happening? Can operations be moved to another location temporarily or will the construction need to be phased to accommodate continuous operation in the current facility?
  - Select appropriate systems for HVAC, electrical upgrades, plumbing modifications, structural modifications, etc.
  - Provide a further refined construction estimate based upon the selected systems, finishes, etc.
- Construction Documents
  - Develop the DD set to provide the drawings and details required for construction.
  - Begin working with the local jurisdiction on permitting and approval of documents.
  - Provide a final construction estimate based upon a 90% CD review set.

#### Construction

- Construction Administration
  - As per the telephone conversation on March 2, CA services will be negotiated at a later date.

#### **EXCLUSIONS**

This proposal does not include any hazardous materials inspection or remediation recommendations.

This proposal does not include any materials testing.

This proposal does not include any site design or infrastructure design outside the building envelope.

Mr. Ross Junkin  
Page 3  
March 3, 2022

This proposal does not include any traffic studies, environmental studies, or other studies outside the basic evaluation of the current condition of the existing building.

**SCHEDULE**

We suggest a schedule of 90 days from Notice-To-Proceed (NTP) dependent upon your **team's** availability for the early Pre-Design and Schematic Design phases. A workplan and final schedule will be provided upon NTP.

**COMPENSATION**

- **Compensation for Scope of Services**

Integrus will provide professional services based on the scope of services described above as follows:

Fixed Fee in the amount of	\$58,800.00
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- **Additional Services**

Services requested beyond those included in this proposal shall be considered additional services and will be billed either on an hourly basis at the following hourly rates or will be estimated on a fixed fee basis. Hourly rates are subject to modification on an annual basis.

Hourly Rates are as follows:

Principal-In-Charge	\$234.00
Project Manager	\$147.00
Project Architect	\$101.00
Specifications Writer	\$135.00
Interior Designer	\$130.00
Administrative	\$86.00

- **Reimbursable Expenses**

Reimbursable expenses, and any other charges incurred during the course of our work not directly provided by us, shall be billed at direct cost plus 10%. Direct expenses may include, but are not limited to, the following items: travel and per diem expenses, telephone, postage, mileage, printing and plotting, LEED registration, NREC/permitting fees, and miscellaneous.

**Integrus will provide PDF documents to the client's preferred printer for printing of bid and construction documents for the contractor's use. If the client does not have a preferred print provider, Integrus can arrange for printing as a reimbursable expense.**

**No reimbursable expenses are anticipated at this time.**

**TOTAL FEE PROPOSAL**

**\$58,800.00**



Mr. Ross Junkin  
Page 4  
March 3, 2022

If you agree with the terms stated herein, please send us a formal agreement for signature, or we can draft an AIA Owner/Architect Agreement for your review.

Please feel free to call if you have any questions concerning our proposal. Thank you for the opportunity to work with you on this project.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.

A handwritten signature in black ink, appearing to read "Preston Potratz". The signature is fluid and cursive, with the first name "Preston" and last name "Potratz" clearly distinguishable.

Preston Potratz, AIA, NCARB  
Principal

x:\production\daily\ppotratz\mktg\city of post falls\fee proposal\_pprj road maintenance bldg.docx

pc: Steven Clark, Integrus  
Bob Estlund, Integrus  
Kathy Brazil, Integrus

January 16, 2023

Mr. Craig Borrenpohl  
City of Post Falls  
800 N. Public Works Way  
Post Falls, ID 83854

*RE: Revised Fee Proposal to provide a feasibility and scoping study for improvements at the Water Reclamation Facility for the City of Post Falls.*

Dear Ross:

We are pleased to submit the following proposal for the Water Treatment Facility to develop scope and cost estimates for the improvements related to the WRF Admin 1 and Control building. This scope is based upon initial investigations and meetings with WRF leadership and operations team. The scope of services described below includes a detailed description of our services and a summary of our proposed compensation.

## **SCOPE OF SERVICES**

### **Water Treatment Labs Building**

#### Pre-design

- Review any available existing drawings. Perform field measurements to confirm and update any existing drawings of the facility to create a base floor plan of existing conditions.
- Conduct an existing facility survey to determine current condition of systems and structure including but not limited to:
  - Structural survey to determine basic structural system, bearing walls, columns etc. This will be particularly critical to determine locations of original structure and additions.
  - Mechanical survey to evaluate the fitness of the current HVAC systems for the proposed remodel and the remaining life expectancy of these systems. Particular attention will be paid to the fitness of the existing ventilation systems for the lab area.
  - Electrical survey to evaluate the current electrical service and capacities for the proposed remodel.
  - Architectural survey to review items such as the exterior envelope including doors, windows, cladding, and roofing materials to determine current condition and remaining life expectancy.
- Review existing site infrastructure and utility drawings to determine where a possible addition and parking could be located if determined to be necessary.
- Provide conceptual design of additional building to provide break room and locker room services for site operators.
- Work with building stakeholders to develop a space list and program to define the requirements for the completed remodel.
  - Meeting #1 with stakeholders to develop initial space needs.
  - Meeting #2 to review space list and initial size recommendations for each space and discuss space adjacencies and relationships (i.e. what

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10 S. Cedar Street  
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509.838.8681 | office  
509.838.2194 | fax

Mr. Craig Borrenpohl  
Page 2  
January 16, 2023

spaces would benefit from direct exterior access, what spaces need to be next to or near one another, what spaces should be separated either acoustically or visually, resolve circulation so that building traffic does not occur through adjacent rooms – the lab in particular).

- Provide a program space list that reflects the total area required to support the required functions of the facility.
- Meeting #3 Review proposed program and site options, develop list of conceptual options
- Meeting #4 Review proposed concept options and confirm menu for estimating.
- Conduct a preliminary Code Review to verify the feasibility of program uses and upgrades to the building.
- Provide a conceptual cost estimate based upon the program space list, menu of conceptual options.
- 

#### **Water Treatment Admin 1 Building**

##### Planning

- Review any available existing drawings. Perform field measurements to confirm and update any existing drawings of the facility to create a base floor plan of existing conditions.
  - Perform a walk-through of the administration building with Craig Borrenpohl to determine spaces to be remodeled or modified
- Provide concept plans for review.
  - A specific concern involves devising an mitigation plan for water infiltration at some of the exterior windows in the administration building
- Provide a conceptual estimate of construction costs based on preliminary plans.

#### **Design and Construction Administration**

- Construction Documents
  - Once a scope of work is selected from the menu of cost items a proposal will be developed for design and construction documents.
- Construction Administration
  - Per previous conversations, CA services will be negotiated at the time of the CD proposal or at a later date.

#### **EXCLUSIONS**

This proposal does not include any hazardous materials inspection or remediation recommendations.

This proposal does not include any materials testing.

This proposal does not include any site design or infrastructure design outside the building envelope.

Mr. Craig Borrenpohl  
 Page 3  
 January 16, 2023

This proposal does not include any traffic studies, environmental studies, or other studies outside the basic evaluation of the current condition of the existing building.

**SCHEDULE**

We suggest a schedule of 90 days from Notice-To-Proceed (NTP) dependent upon your team’s availability for the early Pre-Design and Schematic Design phases. A workplan and final schedule will be provided upon NTP.

**COMPENSATION**

- **Compensation for Scope of Services**

Integrus will provide professional services based on the scope of services described above as follows:

Integrus Architecture Fixed Fee in the amount of:	\$12,000.00
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Consultants:

Roen & Associates Cost Estimation - Fixed Fee in the amount of:	\$5,600.00
---	------------

Integrus markup at 10%	\$560.00
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- **Additional Services**

Services requested beyond those included in this proposal shall be considered additional services and will be billed either on an hourly basis at the following hourly rates or will be estimated on a fixed fee basis. Hourly rates are subject to modification on an annual basis.

Hourly Rates are as follows:

Principal-In-Charge	\$234.00
Project Manager	\$147.00
Project Architect	\$101.00
Specifications Writer	\$135.00
Interior Designer	\$130.00
Administrative	\$86.00

- **Reimbursable Expenses**

Reimbursable expenses, and any other charges incurred during the course of our work not directly provided by us, shall be billed at direct cost plus 10%. Direct expenses may include, but are not limited to, the following items: travel and per diem expenses, telephone, postage, mileage, printing and plotting, LEED registration, NREC/permitting fees, and miscellaneous.

Integrus will provide PDF documents to the client’s preferred printer for printing of bid and construction documents for the contractor’s use. If the client does not have a preferred print provider, Integrus can arrange for printing as a reimbursable expense.

Mr. Craig Borrenpohl  
Page 4  
January 16, 2023

**No reimbursable expenses are anticipated at this time.**

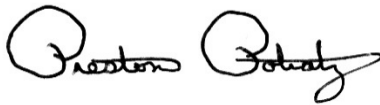
**TOTAL FEE PROPOSAL** **\$18,160.00**

If you agree with the terms stated herein, please send us a formal agreement for signature, or we can draft an AIA Owner/Architect Agreement for your review.

Please feel free to call if you have any questions concerning our proposal. Thank you for the opportunity to work with you on this project.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.



Preston Potratz, AIA, NCARB  
Principal

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pc: Steven Clark, Integrus  
Bob Estlund, Integrus  
Kathy Brazil, Integrus