



**CITY COUNCIL
MEETING AGENDA**

**June 6, 2023
6:00 PM**

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

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

**CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:
ACTION ITEM**

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 – May 16, 2023, City Council Meeting
- b. Payables – May 9, 2023 – May 29, 2023
- c. Building Inspectors Request for Disposal of Vehicle
- d. Facility Maintenance Request for Disposal of Vehicle
- e. Water Reclamation Facility Request for Disposal of 1998 Vactor Truck
- f. March 2023 Cash and Investments
- g. Ashlar Ranch Subdivision Construction Improvement Agreement
- h. Intergovernmental Agreement with City of Hayden for Prosecution Services

- i. Memorandum of Understanding with the Idaho Attorney General for a Fully Funded Certified Officer to Investigate Crimes Against Children
- j. Purchase of ClearGov Budgeting Software by the Finance Department
- k. Wellsprings Addition Subdivision Construction Improvement Agreement
- l. Mongeau Meadows Subdivision Plat Application
- m. 2023 Asphalt Chip Seal and Fog Seal Placement Bid Award
- n. Jacklin HWY-41 Construction Improvement Agreement Addendum II – Fennecus Roundabout and Prairie Widening

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. Impact Fee Update
- b. Comprehensive Plan Amendment – Additional Clarifying Language Related to Focus Area Description.
To Be Continued to July 5, 2023 at 6:00 p.m.
- c. Millsap Landing Annexation File No. ANNX-22-16.
To Be Continued to June 15, 2023 at 5:30 p.m.
- d. Housing Company Zone Change File No. ZC-23-1
To Be Continued to July 5, 2023 at 6:00 p.m.

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. Tertiary Treatment Upgrade – Special Inspections, Request for Increase of Contract Amount
- b. Resolution – Impact Fee Update

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. 12th Ave Force Main Phase 1 – Authorization for Pre-Construction Services
- b. 12th Ave Force Main Phase 1 – Authorization for Design and Bidding Services

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEM (To enter into executive session only):

RETURN TO REGULAR SESSION

ADJOURNMENT

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

Mayor Ronald G. Jacobson

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

Mission

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

Vision

Post Falls, Idaho is a vibrant city with a balance of community and economic vitality that is distinguished by its engaged citizens, diverse businesses, progressive leaders, responsible management of fiscal and

environmental resources, superior service, and a full range of opportunities for education and healthy lifestyles.

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

Calendar of Meetings & Events

| | | |
|--------|----------|--|
| Jun 6 | 5:00 pm | <u>City Council Workshop</u> – FY24 Budget |
| Jun 6 | 6:00 pm | <u>City Council</u> |
| Jun 10 | | Last Day of School |
| Jun 13 | 5:30 pm | Planning and Zoning Commission |
| Jun 15 | 8:00 am | Urban Renewal Agency |
| Jun 15 | 5:30 pm | <u>City Council</u> – moved from June 20th |
| Jun 18 | | Father’s Day |
| Jun 19 | | City Business offices are closed in Observance of Juneteenth |
| Jun 20 | 6:00 pm | <u>City Council</u> – Canceled moved to June 15 th |
| Jun 23 | Sunset | Movies in the Park – Tullamore Park - Luca |
| Jun 27 | 6:00 pm | Parks and Recreation Commission - Workshop |
| Jul 4 | | City Business offices are close in Observance of the 4th of July |
| Jul 5 | 5:00 pm | <u>City Council Workshop</u> – FY24 Budget |
| Jul 5 | 6:00 pm | <u>City Council</u> |
| Jul 7 | | Post Falls Festival |
| Jul 7 | Sunset | Movie in the Park – Q’emiln Park - Aladdin |
| Jul 8 | | Post Falls Festival |
| Jul 8 | 10:00 am | Post Falls Festival Parade |
| Jul 9 | | Post Falls Festival |
| Jul 11 | 5:30 pm | Planning and Zoning Commission |
| Jul 12 | 5:30 pm | River City Market & Music at the Post Falls – Landings Park |
| Jul 13 | 8:00 am | Urban Renewal Agency |
| Jul 18 | 5:00 pm | <u>City Council – Workshop</u> |
| Jul 18 | 6:00 pm | <u>City Council</u> |
| Jul 19 | 5:30 pm | River City Market & Music at the Post Falls – Landings Park |
| Jul 25 | 6:00 pm | Parks and Recreation Commission |
| Jul 26 | 5:30 pm | River City Market & Music at the Post Falls – Landings Park |
| Aug 1 | 6:00 pm | <u>City Council</u> |
| Aug 2 | 5:30 pm | River City Market & Music at the Post Falls – Landings Park |
| Aug 8 | 5:30 pm | Planning and Zoning Commission |
| Aug 9 | 5:30 pm | River City Market & Music at the Post Falls – Landings Park |
| Aug 11 | Sunset | Movie in the Park – The Rookie |
| Aug 15 | 5:00 pm | <u>City Council Workshop</u> |

Aug 15 6:00 pm
Aug 16 5:30 pm

Aug 17 8:00 am
Aug22 6:00 pm

City Council

**River City Market & Music at the Post
Falls – Landings Park**

Urban Renewal Agency

Parks and Recreation Commission

Post Falls City Council Meeting

June 6th, 2023

Council Agenda Memorandum

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

FROM: Shelly Enderud, City Administrator

CC: Department Heads

5:00pm Workshop – FY24 Budget

1. Consent Calendar

- c. Building Inspectors Request for Disposal of Vehicle – The Fleet Division requests approval to dispose of a 2007 Ford Escape. The vehicle has reached the end of its useful life for the City and will be replaced with a new one. Upon approval from Council the vehicle will be sold at auction.
- d. Facility Maintenance Request for Disposal of a Vehicle - The Fleet Division requests approval to dispose of a 2000 Mazda truck. The vehicle has reached the end of its useful life for the City and has been replaced with a new one. Upon approval from Council the vehicle will be sold at auction.
- e. Water Reclamation Facility Request for Disposal of 1998 Vactor Truck – The Fleet Division requests approval to dispose of a 1998 Vactor truck. The vehicle has reached the end of its useful life for the City and has been replaced with a new one. Upon approval from Council the vehicle will be sold at auction.
- f. March 2023 Cash Investments – The Finance Department presents the cash and investment balances to Council for approval for March 2023 in compliance with State Code.
- g. Ashlar Ranch 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.

- h. Intergovernmental Agreement with the City of Hayden for Prosecution Services – The Legal Department requests approval of the 2023 Agreement with Hayden for prosecution services. Post Falls has provided prosecution services to Hayden for two years. It was determined an increase in fees was warranted this year and negotiated to \$70,000 annually, (this is the same amount as the agreement with Rathdrum that Council approved on May 16, 2023). If approved, the Mayor shall sign the agreement.
- i. Memorandum of Understanding with the Idaho Attorney General for a Fully Funded Certified Officer to Investigate Crimes Against Children – The Police Department requests approval of the MOU between the City and the Idaho Attorney General’s office to fully fund a certified police officer (including wages, overtime, software, and computer equipment) to investigate internet crimes against children. If approved, the Mayor shall sign the MOU.
- j. Purchase of ClearGov Budgeting Software by the Finance Department – The Finance Department requests approval to purchase ClearGov Budgeting Software. The software will streamline the annual budgeting process and will work with the City’s current accounting software to export and import budget data to avoid errors. Total fiscal impact is \$11,700 for FY 23 and \$50,375 for FY 24. If approved, the software will be purchased.
- k. Wellsprings 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.
- l. Mongeau Meadows Subdivision Plat Application – The Engineering Division requests approval of the final plat for the development. The developer has provided surety for the remaining improvements. If approved, the Mayor will sign the documents.
- m. 2023 Asphalt Chip Seal and Fog Seal Placement Bid Award – The Streets Division requests approval of the Bid Award and contract documents for the 2023 Asphalt Chip Seal and Fog Seal Placement project to Road Products, Inc. of Spokane. The apparent low bid was from Road Products, but it was above the City’s targeted budget amount of \$400,000. Staff recommends awarding this contract but intends to only undertake 75% of the bid work in the contract to offset the increased costs. Total fiscal impact will be \$579,787.05 which includes a 5% contingency, to be paid from the FY 23 Streets Sealing and Maintenance line item. If approved, the Mayor will sign the provided documents.
- n. Jacklin HWY-41 Construction Improvement Agreement Addendum II: Fennecus Roundabout and Prairie Widening – The Engineering Division requests approval of the CIA addendum for the abovenamed project. The addendum sets forth the typical expectations of the developer and sets forth the responsibilities of the developer and the City. If approved, the Mayor shall sign the provided documents.

2. [Public Hearings](#)

- a. Impact Fees – Opportunity for public comment is given on the proposed changes to the City’s impact fees. These changes were previously presented and discussed with Council at the March 21, 2023, Council hearing after Council requested some of the original proposed changes be reduced at the February 21, 2023, Council meeting. At the March 21, 2023, hearing, the resolution draft failed to include the updates to the multi-family and

commercial components of the fee. The process tonight corrects that error and includes these fees. After comment and discussion, Council may direct staff to return to Council with a fee resolution for adoption.

- b. Comprehensive Plan Amendment: Additional Clarifying Language Relating to the Focus Area Description – Opportunity for public comment is given on the proposed amendment to the Comprehensive Plan. Changes include clarifying language relating to the Focus Area description within the plan. The Planning and Zoning Commission forwarded a recommendation of approval at their April 11, 2023, meeting. After comment and discussion, Council may direct staff to bring back a resolution formalizing the amendment.
- c. Millsap Landing Annexation File No. ANNX-22-16 – Opportunity for public comment is given on the request from Whipple Engineering, on behalf of Wild Horse Investments, to annex approximately five acres into the City of Post Falls with a zoning request of Single-Family Residential (R-1). The property is located south of East Bogie Drive between North Greensferry Road and North Cecil Road. The surrounding areas to the north and east are large lot residential in the County, and to the west and south are R-1 Subdivisions in the City. At their April 11, 2023, meeting, the Planning and Zoning Commission recommended zoning as requested. Three people wrote in as in favor of the project. After comment and discussion, Council should either approve or deny the annexation as presented.
- d. Housing Company Zone Change File No. ZC-23-1 – Opportunity for public comment is given on the request of The Housing Company, on behalf of the Society of St. Vincent De Paul in the City of Coeur d’Alene, Inc, to rezone approximately 1.16 acres from a mix of Medium Density Residential (R-2) and Community Commercial Service (CCS) zoning to the SmartCode 5 (SC5) zoning. The property is generally located at the southwest corner of Catherine Street and Seltice Way. The surrounding areas to the north and west are Post Falls School District Properties, to the east is a car sales lot, and to the south and west are multi-family home buildings, a care repair shop, and a single family home on a High-Density Multi-Family (R-3) zoned property. At their April 11, 2023, meeting, the Planning and Zoning Commission made a recommendation of approval for the requested zone change. Twenty Five people wrote in or testified in support of this zone change. After comment and discussion Council may approve or deny the zone change as presented.

3. Unfinished Business

- a. Ordinance: D-Bat Facility Zone Change File No. ZC-22-6 – This ordinance formalizes the zone change approved by Council on February 21, 2023. Council may adopt the ordinance or take no action.
- b. Tertiary Treatment Upgrade: Special Inspections, Request for Increase of Contract Amount – Public Works Projects Division Manager Andrew Arbin requests approval of the request to increase the contract value with Allwest Testing and Engineering for the Tertiary Treatment Upgrade. Testing and inspection services continue because of the overall delay in the completion of the project. While the delayed completion is extending the duration of construction work, the changes in work sequence tend to result in a decrease of efficiency as it pertains to inspection and testing of work. Provisions in the construction contract allow this flexibility or resequencing and is considered a contractor’s means and methods in accomplishing work. While the project team continues to seize opportunities to streamline inspection and testing services, this request for increase also includes the

necessary services related to known change orders to-date. These changes were not in Allwest's original Agreement nor as part of the previous request to Council. The request is for an additional \$22,100 (which includes an additional \$1000 contingency) for a total adjusted value of Allwest's contract of \$182,071.20. If approved, the Mayor will sign the contract documents.

- c. Resolution – Impact Fee Update: This Resolution updates the Impact Fees in the City Fee Schedule that were approved at a public hearing on March 21, 2023 and also at today's (June 6, 2023) meeting. If the Public Hearing earlier in the agenda is approved then the Mayor will sign the Resolution.

4. New Business

- a. I-90 SH-41 Interchange (Project A02(442)) City and ITD Cooperative Construction Agreement – Assistant City Engineer Rob Palus requests approval of the Cooperative Construction Agreement with ITD for the I-90 and SH-41 Interchange. Construction on this project started in the fall of 2022 and is estimated to be completed in 2025. To address the impacts to the City's systems, a Cooperative Construction Agreement has been negotiated over the past eight months. The total estimated financial impact to the City is \$1,278,223 and includes a traffic signal, water line relocations and modifications, sanitary sewer modifications, and Centennial Trail revisions. If approved, the Mayor will sign the agreement.
- b. 12th Avenue Force Main Phase 1: Authorization for Pre-Construction Services – Public Works Project Manager Jaxon Fleshman requests authorization for Pre-Construction Services with J-U-B Engineers on the 12 Avenue Force Main Phase 1 project. This project was identified in the 2018 Collections Master Plan as needed to convey wastewater flows from the 12 Avenue Lift Station to the WRF. A sewer diversion study, performed by Keller Associates, confirmed an option to construct the first mile of force main with an interim discharge in the vicinity of Sugar Maple Trail and 12th Avenue. Construction Management Services are required for the observation and oversight for the construction of this work. It is anticipated that construction of the first phase of the force main will be completed by the end of 2024. Total fiscal impact is \$23,100 which includes a 10% contingency and will come from the 12th Avenue Force Main budget. If approved, the Mayor will sign the provided documents.
- c. 12th Avenue Force Main Phase 1: Authorization for Design and Bidding Services – Public Works Project Manager Jaxon Fleshman requests authorization for Design and Bidding Services with Keller Associates, Inc. for the 12th Avenue Force Main Phase 1 project. This project was identified in the 2018 Collections Master Plan as needed to convey wastewater flows from the 12 Avenue Lift Station to the WRF. This agreement includes project coordination with J-U-B, final design with bid documents, and bidding phase services. It is anticipated that construction of the first phase of the force main will be completed by the end of 2024. Total fiscal impact is \$79,349 which includes a 10% contingency to be paid from the 12th Avenue Force Main budget. If approved, the Mayor will sign the provided documents.
- d. SH-41 Seltice Way to Hayden Avenue City / ITD Memorandum of Understanding – Assistant City Engineer Rob Palus requests approval of the Cooperative Construction Agreement with ITD for the SH-41, Seltice Way to Hayden Avenue project. In 2020 an MOU was entered for this project, but with the reconstruction of the I-90 / SH-41

Interchange, another MOU is needed to cover the abovenamed sections and a portion of the I-90 Business Loop that exists at the intersection of SH-41 and Seltice Way. To reduce the number of agreements, the City worked to combine the 2020 MOU and the work that is currently under construction. This agreement includes maintenance of the SH-41 Trail, electrical costs for four of the eight traffic signals (the City was previously responsible for nine), electrical costs of roadway illumination outside the State's rights-of-way (the City was previously responsible for illumination within the State's rights-of-way), roadway markings of City streets within the ITD rights-of-way, delegating maintenance of improved roadsides to adjoining property owners with separate agreement with the State. Fiscal impacts will be ongoing maintenance costs and general operational costs of impacted departments. If approved, the Mayor shall sign the MOU.

- e. Resolution for Sole Source Determination and Purchase of Water Reclamation Service Truck – Public Works Maintenance Manager Ross Junkin requests approval of the Resolution for the Sole Source Determination and Purchase of the Water Reclamation service truck. This truck is used to provide required maintenance at various locations in the collections system and at the treatment facility. Lead times for new vehicles and a subsequent crane body build and installation are around 12 months. A suitable new 2022 truck is available from Knudtsen Chevrolet. Staff inquired with other local dealers, including vendors who provide complete service truck packages, and found no other vehicles available within a shorter timeframe. Staff requests authorization to purchase this vehicle directly, after the appropriate sole-source public notice process has run. Total fiscal impact is \$175,836 to be paid from the Water Reclamation vehicle purchase allocation for FY 23. If approved, the resolution will be signed and proper noticing will be completed.

6. [Administrative / Staff Reports](#)

None

8. [Executive Session](#)

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



**CITY COUNCIL
MEETING MINUTES**

**May 16, 2023
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

ROLL CALL OF CITY COUNCIL MEMBERS

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

Topic: Water Reclamation Facility Plan

Craig Borrenpohl, Utilities Manager gave a update on the Water Reclamation Facility Planning Study, how it was compiled, what is in it, and the next steps in the process.

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, PRESENTATION:

ACTION ITEM

- a. The polls close at 8:00 pm. If you haven't already, go vote!
- b. City Hall and City business offices will be closed Monday, May 29th in observance of Memorial Day. Police, fire and rescue services for life-threatening or in-progress emergencies may be reached by calling 911. The Police Department will be open for walk-in emergencies. For Water Department emergencies call 208-773-3517.
- c. Evergreen Cemetery will hold its annual Memorial Day ceremony on Monday, May 29th at 11am. The City of Post Falls and American Legion Post 143 will pay tribute to our veterans with prayer, speeches, honor and color guard and the placement of individual flags upon each veteran's gravesite.
- d. Proclamation – National Public Works Week
- e. Category H Transportation Award for the Intersection of Poleline Avenue and Cecil Road

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.

Motion by Malloy to amend the agenda with the cancelation of the Public Hearing on Impact Fees.

Second by Borders.

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

Motion Carried

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 – May 2, 2023, City Council Meeting
- b. Payables – April 25, 2023 – May 8, 2023
- c. 2023 Intergovernmental Agreement with Rathdrum for Prosecution Services
- d. Agreement with Kootenai Electrical Cooperative Inc. for Electrical Infrastructure Easement and Road Rights of Way
- e. Fanning Addition to Alan Park Business Center Minor Subdivision Plat Application
- f. Pretreatment Sampling Agreement with Burly Products, Inc.
- g. Sanitary Sewer and Utilities Easement for Prairie Crossing
- h. Water Division Purchase of Mini-Excavator
- i. Employment Contract with Janet Best as Human Resources Director

Motion by Borders to accept the Consent Calendar as presented

Second by Walker.

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

Motion Carried

2. APPOINTMENTS

ACTION ITEMS:

Motion by Ziegler to appoint Janet Best to the position of Human Resources Director.

Second by Borders.

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

Motion Carried

- a. Oath of Office for Human Resources Director

3. 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. Impact Fees - **Canceled**

4. 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. Recycled Water Reuse Permit Application for the Post Falls Community Forest Alyssa Gersdorf, Environmental Specialist Utilities Division presenting: The Utilities Division, along with consultant T-O Engineers, has been evaluating the Community Forest property since 2017 when the property was purchased with the express purpose of land applying treated effluent on the property. The Technical Report for Wastewater Reuse Permit, which includes the Recycled Water Reuse Permit Application for the Post Falls Community Forest, is the result of work completed in the Phase II Hydrogeological Investigation and Permitting of the Post Falls Community Forest. Specifically Phase II completed the items necessary to prepare the site for permitting the property for land application of treated effluent such as finalizing the hydrogeological investigation, developing a preliminary hydraulic management unit layout, developing a Silvicultural Plan and preparing monitoring well specs and plans for the site. Phase II also prepared the Recycled Water Reuse Permit Application which is included in the overall report. The report will be submitted to Idaho DEQ to develop a reuse permit for the site.

Motion by Malloy to approve the Recycled Water Reuse Permit Application for the Post Falls Community Forest.

Second by Walker.

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

Motion Carried

5. 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. Approval to Purchase Four New Volvo L70H Loaders with Gated Snow Plows John Beacham, Public Works Director presenting: With this request the city will replace three city owned loaders with four new loaders. The new loaders will increase our loader fleet from seven to eight and be assigned to our Street Division. The three loader that would be replaced will be

surplused. The new loaders primary use will be to remove snow during winter storms. Also in this approval is the buyout of the lease on four existing Cat loaders. This will help us keep up with our current level of service. Priority 1 & 2 snow removal routes would take less time to complete and priority 2 routes (residential) could start sooner.

Motion by Malloy to approve the Purchase of Four New Volov L70H Loaders with Gated SnowPlows.

Second by Borders.

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

Motion Carried

b. Federal Grant Funding Application for Forest Management in City Natural Areas
Preston Hill, Urban Forester presenting: We are seeking approval to submit an application for federal grant funding through the US Forest Service for forest management in City natural areas. Funding, if awarded would be used toward forest management goals for the City's three largest natural areas; the Post Falls Community Forest, Black Bay Park, and Kiwanis Park. These goals include, but are not limited to:

- Developing multi-year forest stewardship plans.
- Completing forest thinning in high-priority areas.
- Felling and/or removal of dead and dying trees in close proximity to high value targets.
- Developing strategic fire-breaks (where possible) to reduce wildland fire risks to adjacent development.
- Combating noxious weed in those areas with dense weed populations.
- Improving natural-surface trails and trail markings with particular emphasis on first responder access.

The short grant application timeline means that specific application details are still being developed. The funding request is expected to be in the neighborhood of \$250,000. If funding is granted, matching funds from the City will not be required.

Motion by Malloy to approve the Federal Grant Funding Application for Forest Management in city Natural Areas.

Second by Walker.

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

Motion Carried

6. 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.

None

7. ADMINISTRATIVE / STAFF REPORTS

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

a. Parks Projects Update

Robbie Quinn, Parks Planner Presenting: An update on what has been done in the Park's and what is coming was given.

8. 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.

9. 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.

None

ADJOURNMENT 6:35 PM

Ronald G. Jacobson, Mayor

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: APPKT10775 - Check Run 6.7.23
 Vendor Set: 01 - Vendor Set 01

Check Date: 5/30/2023

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Distribution Amount |
|--------------------------------------|------------------------------|----------------------------------|--|--------------------|---------------------|
| Fund: 001 - GENERAL FUND | | | | | |
| Balance Sheet Accounts | | | | | |
| VEN06558 | ARCHITERRA HOMES | | | | |
| APMWB | Check | BOND RELEASE - | BOND RELEASE - 3083 N. CASSIOPEIA | 001-22115 | 2,000.00 |
| | | BOND RELEASE - | BOND RELEASE - 3057 N CASSIOPEIA | 001-22115 | 2,000.00 |
| | | BOND RELEASE - | BOND RELEASE - 3105 N CASSIOPEIA | 001-22115 | 2,000.00 |
| | | BOND RELEASE - | BOND RELEASE - 2945 N ANDROMEDA | 001-22115 | 2,000.00 |
| | | BOND RELEASE - | BOND RELEASE - 2939 N ANDROMEDA | 001-22115 | 2,000.00 |
| VEN14788 | Etco Services, LLC | | | | |
| APMWB | Check | BOND RELEASE - | BOND RELEASE - 9044 W PRAIRIE | 001-22115 | 3,700.00 |
| VEN07931 | HAYDEN HOMES | | | | |
| APMWB | Check | BOND RELEASE - | BOND RELEASE - 3839 N JUNE BUG | 001-22115 | 2,000.00 |
| | | BOND RELEASE - | BOND RELEASE - 3982 N LYNN | 001-22115 | 2,000.00 |
| | | BOND RELEASE - | BOND RELEASE - 3923 N. JUNE BUG | 001-22115 | 2,000.00 |
| Balance Sheet Accounts Total: | | | | | 19,700.00 |
| Dept: 412 Information Systems | | | | | |
| A017 | A-Tec, Inc. | | | | |
| APMWB | Check | 5982 | OpenEye camera license renewal | 001-412.0000.66014 | 1,029.60 |
| Dept 412 Total: | | | | | 1,029.60 |
| Dept: 414 Finance | | | | | |
| A4280 | Anderson Bros. CPA's | | | | |
| APMWB | Check | 9313 | Audit Progress Billing | 001-414.0000.62091 | 6,000.00 |
| B091 | BDS | | | | |
| APMWB | Check | 88155 | Utility Billing and CCR mailer | 001-414.1445.62170 | 5,441.46 |
| | | 88406 | Delinquency Notices | 001-414.1445.62170 | 279.43 |
| | | | | 001-414.1445.62190 | 133.32 |
| | | 88155 | Utility Billing and CCR mailer | 001-414.1445.62190 | 3,038.79 |
| C291 | Coeur d' Alene Press | | | | |
| APMWB | Check | 0000007795-04282 | 0000007795-04282023 | 001-414.0000.62000 | 24.12 |
| | | 0000007795-04212 | 0000007795-04212023 | 001-414.0000.62000 | 35.72 |
| V040 | ODP Business Solutions | | | | |
| APMWB | Check | 313165455001 | Office Supplies- Community Development | 001-414.0000.63060 | 17.76 |
| T345 | Tyler Technologies | | | | |
| APMWB | Check | 025-420745 | 025-420745 | 001-414.0000.66015 | 89,475.00 |
| Dept 414 Total: | | | | | 104,445.60 |
| Dept: 418 Human Resources | | | | | |
| P4835 | ProPrint | | | | |
| APMWB | Check | 63251 | Busineses Cards for HR | 001-418.0000.63060 | 62.00 |
| Dept 418 Total: | | | | | 62.00 |
| Dept: 421 Police | | | | | |
| N276 | Access Information Protected | | | | |
| APMWB | Check | 10233655 | Shredding services | 001-421.0000.68010 | 58.00 |
| A0901 | AT&T Mobility | | | | |
| APMWB | Check | 287291408138X042 | PD Mobile devices | 001-421.0000.65030 | 1,574.72 |
| B160 | Body By Scotty Towing | | | | |
| APMWB | Check | 44910 | PFPD93 Bumper repair | 001-421.0000.67170 | 790.00 |
| C05100 | Car Wash Plazas, Inc | | | | |
| APMWB | Check | 5004 | PD car washes | 001-421.0000.67100 | 100.00 |
| VEN14726 | Lloyd's Automotive | | | | |
| APMWB | Check | 117031 | Repair troubleshooting - PFPD104 | 001-421.0000.67170 | 163.80 |

| Vendor Number Bank Code | Vendor Name Payment Type | Invoice # | Invoice Description | Account Number | Distribution Amount |
|----------------------------|---------------------------------|----------------------------------|--|--------------------|---------------------|
| VEN14015 | Midway Hyundai | | | | |
| APMWB | Check | 168429 | Tire mount and align - PFPD120 | 001-421.0000.67190 | 161.40 |
| N001 | Napa Auto Parts | | | | |
| APMWB | Check | 3688-229465 | Serpentine belt - PFPD120 | 001-421.0000.67100 | 39.75 |
| | | 3688-231011 | Light - PFPD106 | 001-421.0000.67100 | 16.44 |
| | | 3688-229811 | Battery - PFPD121 | 001-421.0000.67100 | 272.28 |
| | | 3688-230925 | Battery - stock | 001-421.0000.67100 | 272.28 |
| | | 3688-229334 | Battery and fan assembly - PFPD120 | 001-421.0000.67100 | 304.79 |
| | | 3688-230155 | Battery - PFPD106 | 001-421.0000.67100 | 123.93 |
| | | 3688-231006 | V ribbed belt - PFPD106 | 001-421.0000.67100 | 29.86 |
| | | 3688-229405 | Compressor - PFPD114 | 001-421.0000.67100 | 388.01 |
| | | 3688-228768 | Core credit | 001-421.0000.67100 | -116.43 |
| | | 3688-226026 | Core credits | 001-421.0000.67100 | -72.00 |
| | | 3688-230235 | Battery - PFPD119 | 001-421.0000.67100 | 136.14 |
| | | 3688-228642 | Sway bars - PFPD140 | 001-421.0000.67100 | 100.40 |
| VEN01379 | O'Reilly Auto Parts | | | | |
| APMWB | Check | 3829-476092 | Returned CV Shaft - PFPD104 | 001-421.0000.67100 | -163.76 |
| | | 3829-481489 | gas-magnum - PFPD118 | 001-421.0000.67100 | 102.04 |
| | | 3829-475876 | CV Shaft - PFPD104 | 001-421.0000.67100 | 163.76 |
| VEN04390 | Personnel Evaluation, Inc. | | | | |
| APMWB | Check | 47613 | Applicant testing | 001-421.0000.64020 | 75.00 |
| R251 | Serights Ace Hardware | | | | |
| APMWB | Check | 342027/1 | Public works toilet repair | 001-421.0000.68010 | 29.68 |
| S275 | Solar Eclipse | | | | |
| APMWB | Check | 47656 | Windshield - PFPD60 | 001-421.0000.67170 | 289.00 |
| VEN12205 | SpectraSite Communications, LLC | | | | |
| APMWB | Check | 4241228 | Herborn tower lease | 001-421.0000.62040 | 631.13 |
| VEN14751 | Tetiri, LLC | | | | |
| APMWB | Check | April 2023 Rent | April 2023 Rent | 001-421.0000.62040 | 1,480.50 |
| | | May 2023 Rent | May 2023 Rent | 001-421.0000.62040 | 1,480.50 |
| VEN03255 | Ziply Fiber | | | | |
| APMWB | Check | 2081971263 04261 | PD Telephones | 001-421.0000.65030 | 616.00 |
| Dept 421 Total: | | | | | 9,047.22 |
| Dept: 427 Animal Control | | | | | |
| B160 | Body By Scotty Towing | | | | |
| APMWB | Check | 2461 | PD vehicle tow - PFPD125 | 001-427.0000.67170 | 185.00 |
| Dept 427 Total: | | | | | 185.00 |
| Dept: 431 Streets | | | | | |
| T096 | 3M | | | | |
| APMWB | Check | 9422790895 | 3M Electrocut Black Film | 001-431.0000.63260 | 563.85 |
| VEN05261 | CDA PAVING | | | | |
| APMWB | Check | 82821 | Concrete dumping from Riverside Harbor | 001-431.0000.68150 | 438.40 |
| | | 83372 | Dumping concrete | 001-431.0000.68150 | 8.88 |
| | | 82770 | Concrete dumping from Shore Cove | 001-431.0000.68150 | 30.83 |
| | | 82953 | Dumping - concrete mixed | 001-431.0000.68150 | 40.76 |
| | | 83130 | Concrete / Aggregate Mix | 001-431.0000.68150 | 207.56 |
| VEN14467 | CDA Redi Mix & Precast, Inc | | | | |
| APMWB | Check | 64143 | Cast Iron ADA Dome | 001-431.0000.68150 | 1,360.26 |
| C0790 | Cobalt Truck Equipment | | | | |
| APMWB | Check | S24965 | Granular & Prewet Feedback Kit - S220 | 001-431.0000.63525 | 1,296.84 |
| C3818 | Cooper Fabrication, Inc. | | | | |
| APMWB | Check | 25594 | Material for Cement Mixer | 001-431.0000.68150 | 62.40 |
| VEN14782 | Dawson's Plumbing LLC | | | | |
| APMWB | Check | O4093 | Public Works bathroom repair | 001-431.0000.68010 | 1,240.16 |
| G010 | Galeton Gloves | | | | |
| APMWB | Check | 2683202 | Adopt-A-Street Gloves | 001-431.0000.63110 | 320.16 |
| H001 | H & H Business Systems, Inc. | | | | |
| APMWB | Check | AR282358 | Streets Copier | 001-431.0000.66050 | 24.39 |
| I070 | Idaho Asphalt Supply, Inc. | | | | |

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Distribution Amount |
|--------------------------------|---|---------------------------------|---|--------------------|---------------------|
| APMWB | Check | 4-533446 | 2023 Durapatcher Oil CRS-2WA | 001-431.0000.68090 | 552.50 |
| | | 4-533572 | 2023 Durapatcher Oil Contract CRS-2WA | 001-431.0000.68090 | 422.50 |
| | | 4-533794 | 2023 Durapatcher Oil Contract | 001-431.0000.68090 | 539.50 |
| I340 | Interstate Concrete & Asphalt | | | | |
| APMWB | Check | 857763 | Asphalt - Cecil | 001-431.0000.68130 | 233.92 |
| | | 859318 | 1/2" 58-28 15 | 001-431.0000.68150 | 541.96 |
| | | 858059 | Gravel for street maintenance | 001-431.0000.68150 | 578.68 |
| | | 859825 | 1/2" Super Pave Comm | 001-431.0000.68150 | 786.76 |
| | | 858869 | | 001-431.0000.68150 | 448.80 |
| L071 | Local Highway Technical Assistance Council- LHTAC | | | | |
| APMWB | Check | T205022023BPR-4 | Basic Plan Reading Class | 001-431.0000.64020 | 120.00 |
| | | T205032022EC-11 | Effective Communications Course | 001-431.0000.64020 | 120.00 |
| VEN02385 | Prairie Transfer Station | | | | |
| APMWB | Check | 07-37794 | Wood Waste In | 001-431.0000.68150 | 9.45 |
| R251 | Serights Ace Hardware | | | | |
| APMWB | Check | 343156/1 | Stihl oil & garden sprayer | 001-431.0000.63000 | 82.41 |
| | | 343292/1 | WD-40 | 001-431.0000.63000 | 46.74 |
| | | 343288/1 | Composite Shims | 001-431.0000.63260 | 2.51 |
| | | 343020/1 | Broom - Stiff Bristle | 001-431.0000.63520 | 8.63 |
| | | 343247/1 | Garden Hoe | 001-431.0000.67090 | 23.39 |
| | | 342728/1 | Propane | 001-431.0000.68090 | 28.60 |
| | | 343252/1 | | 001-431.0000.68100 | 28.28 |
| | | 342583/1 | Ball Valve | 001-431.0000.68110 | 37.79 |
| S420 | Spokane Pump Inc. | | | | |
| APMWB | Check | 0250331 | Paint truck motor repair | 001-431.0000.68100 | 318.00 |
| W090 | Welch Comer & Associates, Inc. | | | | |
| APMWB | Check | 41354110-012 | Spokane Street Rehab Welch Comer Invoice | 001-431.1811.95040 | 6,302.50 |
| Z026 | Ziegler Lumber Co #017 | | | | |
| APMWB | Check | 462384 | Multi-tool/putty knife | 001-431.0000.68090 | 27.96 |
| Dept 431 Total: | | | | | 16,855.37 |
| Dept: 433 Facility Maintenance | | | | | |
| C130 | Coeur d'Alene Tractor | | | | |
| APMWB | Check | INV0145904 | Snowblower repair | 001-433.0000.81140 | 499.59 |
| F070 | Fire Safety Specialists | | | | |
| APMWB | Check | 25868 | Fire extinguisher annual inspection | 001-433.0000.68010 | 244.30 |
| G098 | Grainger | | | | |
| APMWB | Check | 9696523662 | control transformer CH hvac | 001-433.0000.68030 | 295.38 |
| | | 9697072107 | CH hvac | 001-433.0000.68030 | 92.49 |
| L109 | Lowe's Credit Services | | | | |
| APMWB | Check | 994169-kovkix | Public works building supplimental heater | 001-433.0000.66190 | 365.75 |
| | | CM0004623 | Public Works heater return | 001-433.0000.66190 | -365.75 |
| P4835 | ProPrint | | | | |
| APMWB | Check | 63165 | Business cards | 001-433.0000.63730 | 54.00 |
| S0760 | Seltice Laundry | | | | |
| APMWB | Check | 2299 | laundry service | 001-433.0000.63160 | 52.47 |
| | | 2287 | laundry service | 001-433.0000.63160 | 41.58 |
| | | 2226 | | 001-433.0000.63160 | 39.55 |
| | | 2223 | | 001-433.0000.63160 | 21.81 |
| | | 2231 | | 001-433.0000.63160 | 26.98 |
| | | 2275 | | 001-433.0000.63160 | 30.68 |
| | | 2281 | | 001-433.0000.63160 | 30.68 |
| | | 2277 | | 001-433.0000.63160 | 34.32 |
| | | 2273 | Laundry service | 001-433.0000.63160 | 36.59 |
| | | 2251 | laundry service | 001-433.0000.63160 | 37.70 |
| | | 2286 | | 001-433.0000.63160 | 41.58 |
| R251 | Serights Ace Hardware | | | | |
| APMWB | Check | 342015/1 | misc cleaning equipment | 001-433.0000.63730 | 35.79 |
| W0226 | Walter E Nelson Co | | | | |
| APMWB | Check | 498375 | paper supplies | 001-433.0000.63140 | 464.89 |
| | | 498576 | new vacuum | 001-433.0000.66190 | 891.40 |

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Distribution Amount |
|-----------------------------|---------------------------------|------------------------------|---------------------------------------|--------------------|---------------------|
| APMWB | Check | 498273 | carpet cleaner part | 001-433.0000.67030 | 15.20 |
| | | 498655 | Floor buffer repair | 001-433.0000.68010 | 158.80 |
| | | 489656 | | 001-433.0000.68010 | 97.60 |
| W181 | Western States Fire Protection | | | | |
| APMWB | Check | WSF519991 | City Hall Annual sprinkler inspection | 001-433.0000.92015 | 420.00 |
| Dept 433 Total: | | | | | 3,663.38 |
| Dept: 434 Fleet Maintenance | | | | | |
| A1395 | Advanced Compressor & Hose Inc | | | | |
| APMWB | Check | 91604 | Stucchi & Hyd Adapter | 001-434.0000.63011 | 145.14 |
| VEN14736 | Cintas Corporation No. 3 | | | | |
| APMWB | Check | 4152049739 | Laundry & Rug Service | 001-434.0000.63160 | 64.46 |
| | | 4154859541 | | 001-434.0000.63160 | 80.63 |
| | | 4156262181 | Laundry & Rug service | 001-434.0000.63160 | 80.43 |
| | | 4155561287 | Laundry & Rug Service | 001-434.0000.63160 | 80.43 |
| | | 4154152231 | | 001-434.0000.63160 | 80.43 |
| C0790 | Cobalt Truck Equipment | | | | |
| APMWB | Check | S24963 | Granular & Prewet Feedback Kit | 001-434.0000.90010 | 1,052.81 |
| | | S24964 | | 001-434.0000.90010 | 1,052.81 |
| C130 | Coeur d'Alene Tractor | | | | |
| APMWB | Check | CDA-1070522 | Parks Aerator | 001-434.0000.63012 | 135.60 |
| VEN06546 | Findlay Chrysler Dodge Jeep Ram | | | | |
| APMWB | Check | 149624 | Routine service - UF200 | 001-434.0000.67170 | 495.00 |
| L060 | Les Schwab Central Billing Dep | | | | |
| APMWB | Check | 10500906433 | Flat Repair - S555 | 001-434.0000.67210 | 48.28 |
| VEN09696 | Modern Machinery Co, Inc | | | | |
| APMWB | Check | 2902201 | S306 Dynapac Roller Maintenance | 001-434.0000.67170 | 1,939.49 |
| N001 | Napa Auto Parts | | | | |
| APMWB | Check | 3688-230845 | Fuse Holder - S118 | 001-434.0000.63011 | 5.13 |
| | | 3688-231645 | Filter Stock | 001-434.0000.63011 | 258.74 |
| | | 3688-233849 | Battery - S207 | 001-434.0000.63011 | 243.56 |
| | | 3688-227902 | Desicant - S234 | 001-434.0000.63011 | 241.32 |
| | | 3688-230887 | Oil Filter - S208 | 001-434.0000.63011 | 9.72 |
| | | 3688-231168 | Battery & Terminals - S007 | 001-434.0000.63011 | 147.97 |
| | | 3688-230817 | Fuel Filter - S118 | 001-434.0000.63011 | 20.86 |
| | | 3688-232880 | Adapters - Stock Order | 001-434.0000.63011 | 7.31 |
| | | 3688-231104 | Filters - S007 | 001-434.0000.63011 | 15.03 |
| | | 3688-232173 | Filter credits - Parks | 001-434.0000.63012 | -116.94 |
| | | 3688-232880 | Adapters - Stock Order | 001-434.0000.63012 | 7.29 |
| | | 3688-231645 | Filter Stock | 001-434.0000.63012 | 258.73 |
| | | | | 001-434.0000.63013 | 258.73 |
| | | 3688-232880 | Adapters - Stock Order | 001-434.0000.63013 | 7.29 |
| | | 3688-230999 | Mllwaukie Tool M18 | 001-434.0000.67020 | 229.60 |
| | | 3688-232152 | Chisel Set | 001-434.0000.67090 | 15.98 |
| | | 3688-231000 | Sand Pad | 001-434.0000.67090 | 5.37 |
| P1001 | Pape Machinery | | | | |
| APMWB | Check | 7003005 | Routine Service - S305 | 001-434.0000.67170 | 956.76 |
| P180 | Perfection Tire | | | | |
| APMWB | Check | 1053143 | Wheel mount - P469 | 001-434.0000.67190 | 20.00 |
| R251 | Serights Ace Hardware | | | | |
| APMWB | Check | 342594/1 | Nails Bolts Nuts | 001-434.0000.63011 | 2.52 |
| | | 342901/1 | Propane - forklift | 001-434.0000.67020 | 45.18 |
| | | 342662/1 | Paint tray & Roller | 001-434.0000.68010 | 11.32 |
| | | 342873/1 | Paint tray & Mixer | 001-434.0000.68010 | 26.61 |
| | | 343263/1 | PVC Elbow | 001-434.0000.68010 | 16.18 |
| VEN13988 | Tacoma Screw Products, Inc | | | | |
| APMWB | Check | 240068073-00 | SCREWS, LOCKNUTS, FENDER WASHER | 001-434.0000.63011 | 49.78 |
| | | 240065447-00 | Hose Clamps | 001-434.0000.63011 | 8.97 |
| | | 240068073-00 | SCREWS, LOCKNUTS, FENDER WASHER | 001-434.0000.63012 | 49.76 |
| | | 240065447-00 | Hose Clamps | 001-434.0000.63012 | 8.97 |
| | | 240068073-00 | SCREWS, LOCKNUTS, FENDER WASHER | 001-434.0000.63013 | 49.76 |

| Vendor Number Bank Code | Vendor Name Payment Type | Invoice # | Invoice Description | Account Number | Distribution Amount |
|-------------------------------|--------------------------------|--|--|--|------------------------------|
| APMWB T106 | Check Titan Truck Equipment | 240065447-00 | Hose Clamps | 001-434.0000.63013 | 8.98 |
| APMWB | Check | 1348715 1350400 | Repair to S211 No Skid "paint" - F601 | 001-434.0000.67170 001-434.0000.68010 | 1,343.31 84.64 |
| VEN13040 | Turf Star Western | | | | |
| APMWB | Check | 7274144-01 7274152-00 | P451 - Cylinder Pins P453 Parts | 001-434.0000.63012 001-434.0000.63012 | 69.19 3,514.66 |
| VEN13987 | Western Peterbilt, LLC | | | | |
| APMWB | Check | 027P251678 027R5772 027R5745 | Air Filter - S555 General Repair - S208 Brakes and general repair - S209 | 001-434.0000.63011 001-434.0000.67170 001-434.0000.67170 | 212.44 829.24 2,769.16 |
| Z026 | Ziegler Lumber Co #017 | | | | |
| APMWB | Check | 463364 | PVC piping | 001-434.0000.68010 | 374.48 |
| Dept 434 Total: | | | | | 17,323.11 |

Dept: 441 Urban Forestry

| | | | | | |
|--------------------------|--------------------------------|--|--|--|-----------------|
| A549 | A to Z Rentals | | | | |
| APMWB | Check | 527700-6 | Equipment Rental | 001-441.0000.67070 | 541.40 |
| VEN14570 | Discount Nursery Supplies, LLC | | | | |
| APMWB | Check | 7591 | Trees & Shrubs | 001-441.0000.68190 | 363.00 |
| VEN05363 | North 40 Outfitters | | | | |
| APMWB | Check | 042793/E 042646/E | Tool - hitch receiver Welding Tools | 001-441.0000.67090 001-441.0000.67090 | 44.99 37.95 |
| P4835 | ProPrint | | | | |
| APMWB | Check | 63182 | Folding for Brochures | 001-441.0000.63510 | 64.00 |
| VEN06710 | Robinson Nursery, Inc | | | | |
| APMWB | Check | 19789 | Tree for Arbor Day and Parks | 001-441.0000.63510 | 2,547.50 |
| C606 | Sun Rental Post Falls | | | | |
| APMWB | Check | 457444-01 | Compressor Rental | 001-441.0000.67010 | 517.00 |
| Dept 441 Total: | | | | | 4,115.84 |

Dept: 442 Cemetery

| | | | | | |
|--------------------------|---------------------------------|--|---|--|--|
| VEN07745 | Memorial Monuments & Vaults Inc | | | | |
| APMWB | Check | 103004 104425 | March stones April stone | 001-442.0000.63760 001-442.0000.63760 | 3,654.00 2,262.00 |
| R060 | Ragan Equipment Co. | | | | |
| APMWB | Check | 01-126575 | lawnmower blades | 001-442.0000.67020 | 32.80 |
| R1913 | Rockhound Landscape Supply | | | | |
| APMWB | Check | 0000 | sod | 001-442.0000.68180 | 295.00 |
| R251 | Serights Ace Hardware | | | | |
| APMWB | Check | 342744/1 342814/1 342803/1 343019/1 342624/1 | oil/fert/tape sandpaper paint CLR Gatorline Drive shaft weedeater | 001-442.0000.67020 001-442.0000.67030 001-442.0000.67030 001-442.0000.67030 001-442.0000.67050 | 105.92 8.89 107.14 67.47 24.74 |
| Dept 442 Total: | | | | | 6,557.96 |

Dept: 443 Parks

| | | | | | |
|-----------------------|-------------------------------|--|--|--|--|
| A549 | A to Z Rentals | | | | |
| APMWB | Check | 527848-4 | Ladder Rental for Falls Kiosk | 001-443.1658.62330 | 56.00 |
| C130 | Coeur d'Alene Tractor | | | | |
| APMWB | Check | CDA-32070 | Ion Battery for Small Equipment | 001-443.0000.66190 | 349.99 |
| C410 | Country Lock & Key, Inc. | | | | |
| APMWB | Check | 11516 11522 | Keys for shop Toolbox Spare Key | 001-443.0000.67030 001-443.0000.67030 | 33.24 9.95 |
| D1165 | Drains Plus Rooter and Septic | | | | |
| APMWB | Check | 97667 97660 97665 97666 | Corbin Septic Pumping Septic Pumping at Q'emiln East Restrooms Community Forest Septic Pump Pump Septic at Q'emiln West Restrooms | 001-443.0000.65050 001-443.0000.65050 001-443.0000.65050 001-443.0000.65050 | 1,000.00 3,000.00 500.00 1,500.00 |
| F020 | Fastenal Company | | | | |

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Distribution Amount |
|--------------------------------|-------------------------------|-------------------------------|---|--------------------|---------------------|
| APMWB | Check | IDCOE178484 | Cleaning/ Bldg Maintenance | 001-443.0000.63150 | 98.28 |
| | | IDCOE178485 | Hardware for stock | 001-443.0000.67030 | 34.54 |
| F1275 | Fox Trailer Sales | | | | |
| APMWB | Check | 401609 | Plug for Trailer | 001-443.0000.66190 | 7.00 |
| G098 | Grainger | | | | |
| APMWB | Check | 9706010999 | Gloves for Safety | 001-443.0000.63110 | 22.98 |
| H001 | H & H Business Systems, Inc. | | | | |
| APMWB | Check | PF2207 | Parks Copier | 001-443.0000.66061 | 10.00 |
| H1957 | Horizon | | | | |
| APMWB | Check | 7F001886 | Baseline Irrigation System for Polites | 001-443.0000.68230 | 6,557.62 |
| VEN14775 | Park N Play Northwest LLC | | | | |
| APMWB | Check | 892 | Beck Slide Parts and Hardware | 001-443.0000.68013 | 405.92 |
| R1691 | River City Paint & Decorating | | | | |
| APMWB | Check | 53187 | Stain for Shop | 001-443.0000.68160 | 25.95 |
| | | 53067 | Paint for Falls | 001-443.1658.62330 | 69.99 |
| | | 53092 | Paint for Falls Park | 001-443.1658.62330 | 75.83 |
| VEN06710 | Robinson Nursery, Inc | | | | |
| APMWB | Check | 19789 | Tree for Arbor Day and Parks | 001-443.0000.68190 | 3,152.10 |
| S0760 | Seltice Laundry | | | | |
| APMWB | Check | 2305 | Car washes | 001-443.0000.63150 | 41.20 |
| R251 | Serights Ace Hardware | | | | |
| APMWB | Check | J36732/1 | Ear Protection | 001-443.0000.63110 | 29.98 |
| | | 342921/1 | Small Equipment Fluid | 001-443.0000.66190 | 8.99 |
| | | X44755/1 | Labor on Blower | 001-443.0000.66190 | 45.00 |
| | | 343052/1 | Tarps for Flowers | 001-443.0000.67030 | 32.36 |
| | | 342970/1 | Paint Supplies | 001-443.0000.68160 | 18.77 |
| | | 342629/1 | Paint Items for Graffiti | 001-443.0000.68160 | 21.39 |
| | | 342861/1 | South Side Irrigation | 001-443.0000.68230 | 9.51 |
| | | 342768/1 | Community Garden Irrigation | 001-443.0000.68230 | 15.29 |
| | | 342973/1 | Irrigation for Corbin | 001-443.0000.68230 | 17.98 |
| A565 | SiteOne Landscape Supply, LLC | | | | |
| APMWB | Check | 130181439-001 | Irrigation Parts | 001-443.0000.67050 | 43.83 |
| | | 130123512-001 | | 001-443.0000.68230 | 1,007.40 |
| U040 | United Electrical | | | | |
| APMWB | Check | 22027 | Replace exterior outlets at City Hall | 001-443.0000.62180 | 1,153.52 |
| W0226 | Walter E Nelson Co | | | | |
| APMWB | Check | 497863 | Hand Dryer | 001-443.0000.63150 | 789.24 |
| | | 498517 | Cleaning Supplies for Parks | 001-443.0000.63150 | 633.86 |
| Dept 443 Total: | | | | | 20,777.71 |
| Dept: 444 Parks - Construction | | | | | |
| VEN07316 | BC Engineers Inc | | | | |
| APMWB | Check | 08773 | Engineering for Eastside Storage | 001-444.0000.94180 | 5,500.00 |
| VEN14676 | Selland Construction Inc | | | | |
| APMWB | Check | 002 | Crown Pointe Regrading | 001-444.0000.94180 | 11,682.95 |
| Dept 444 Total: | | | | | 17,182.95 |
| Dept: 445 Recreation | | | | | |
| VEN01020 | Cindy Jacobs | | | | |
| APMWB | Check | 051823 | April Contractual Payment | 001-445.0000.62040 | 60.90 |
| | | 05/18/23 | May Contractual Payment | 001-445.0000.62040 | 109.20 |
| N2332 | Collins, Tom | | | | |
| APMWB | Check | 051823 | May Contractual Payment | 001-445.0000.62040 | 296.10 |
| G098 | Grainger | | | | |
| APMWB | Check | 9702942211 | Fire Extinguisher for Block Party Trailer | 001-445.0000.90010 | 76.09 |
| | | 9703412073 | Traffic Cones for Block Party Trailer | 001-445.0000.90010 | 312.12 |
| VEN14787 | Jimmy Burton | | | | |
| APMWB | Check | 05/10/23 | Refund for canceled Cornhole class | 001-445.1639.39335 | 90.00 |
| V040 | ODP Business Solutions | | | | |
| APMWB | Check | 306177133001 | Office Supplies-Recreation | 001-445.0000.63060 | 106.28 |
| | | 313335447001 | | 001-445.0000.63060 | 53.11 |

| Vendor Number Bank Code | Vendor Name Payment Type | Invoice # | Invoice Description | Account Number | Distribution Amount |
|---|--|----------------------------------|---|--------------------|---------------------|
| P368 APMWB | Check Post Falls Community Volunteer | 306177133001 | Office Supplies-Recreation | 001-445.0000.63060 | 36.99 |
| P4835 APMWB | Check ProPrint | 05/09/23 | Post Falls Festival Parade Entry Fee | 001-445.0000.63080 | 10.00 |
| S054 APMWB | Check Schmidt, Sheila | 63242 | Business Cards -- Bugenhagen | 001-445.0000.63060 | 31.00 |
| APMWB | Check | 052323 | Gymnastics Contractual Payment | 001-445.1617.33339 | 1,353.00 |
| Dept 445 Total: | | | | | 2,534.79 |
| Dept: 451 Planning & Zoning | | | | | |
| C291 APMWB | Check Coeur d' Alene Press | 0000008292-04282 | Annexation Zone Change Publication | 001-451.0000.62000 | 472.63 |
| Dept 451 Total: | | | | | 472.63 |
| Dept: 452 Building Inspector | | | | | |
| B091 APMWB | Check Serights Ace Hardware | 88155 | Utility Billing and CCR mailer | 001-452.0000.62040 | 50.00 |
| R251 APMWB | Check | INV0145914 | Invoice 342998/1 | 001-452.0000.63000 | 23.38 |
| Dept 452 Total: | | | | | 73.38 |
| Dept: 454 Community Development Admin | | | | | |
| V040 APMWB | Check ODP Business Solutions | 313165455001 | Office Supplies- Community Development | 001-454.0000.63060 | 62.51 |
| Dept 454 Total: | | | | | 62.51 |
| Dept: 481 Capital Improvements/Contracts | | | | | |
| A017 APMWB | Check A-Tec, Inc. | 5889 | Admin door lock repair | 001-481.0000.68390 | 687.59 |
| C140 APMWB | Check CDW Government Inc. | JL64270 | Fortigate firewall and Access Point Sub Stati | 001-481.0000.68395 | 2,675.00 |
| | | JL12074 | | 001-481.0000.68395 | 927.69 |
| G0012 APMWB | Check Lowe's Credit Services | 18109201-00 | PD Sub Station | 001-481.0000.68395 | 323.88 |
| L109 APMWB | Check River City Paint & Decorating | 09816 | PD Sub-station | 001-481.0000.68395 | 69.54 |
| R1691 APMWB | Check | 53087 | PD Sub-Station | 001-481.0000.68395 | 53.94 |
| | | 53202 | | 001-481.0000.68395 | 710.95 |
| VEN14777 APMWB | Check RLH Fire Protection, Inc | 0983687 | Sustation Fire Sprinkler System | 001-481.0000.68395 | 2,750.00 |
| Z026 APMWB | Check Ziegler Lumber Co #017 | 449241 | PD Sub- Station | 001-481.0000.68395 | 133.00 |
| | | 451334 | PD Sub-Station | 001-481.0000.68395 | 361.01 |
| Dept 481 Total: | | | | | 8,692.60 |
| Fund 001 Total: | | | | | 232,781.65 |
| Fund: 003 - PERSONNEL BENEFIT POOL | | | | | |
| Dept: 482 Personnel Pool | | | | | |
| VEN08243 APMWB | Check Awards Network | 00106180 | Awards Packet | 003-482.0000.73020 | 43.30 |
| VEN04994 APMWB | Check Gallagher Benefit Services Inc. | 283884 | May 2023 Consulting | 003-482.0000.62040 | 2,500.00 |
| Dept 482 Total: | | | | | 2,543.30 |
| Fund 003 Total: | | | | | 2,543.30 |
| Fund: 008 - 911 SUPPORT | | | | | |
| Dept: 426 911 Support | | | | | |
| VEN14776 | Structured | | | | |

| Vendor Number | Vendor Name | Bank Code | Payment Type | Invoice # | Invoice Description | Account Number | Distribution Amount |
|------------------------|-------------|-----------|--------------|----------------------------|--|--------------------|---------------------|
| APMWB | Check | | | 0230670-IN | PFPD Backup and disaster recovery solution | 008-426.0000.66040 | 212,482.08 |
| Dept 426 Total: | | | | | | | 212,482.08 |
| Fund 008 Total: | | | | | | | 212,482.08 |

Fund: 023 - SPECIAL EVENTS

Dept: 446 Special Events

| | | | | | | | |
|--------------------------|-------------------------|--|--|----------------------------|--------------------------------------|--------------------|-----------------|
| B2010 | Bill Bozly | | | | | | |
| APMWB | Check | | | 05/22/23 | Band Payment for Post Falls Festival | 023-446.1601.62040 | 450.00 |
| | | | | 05/22/2023 | Band payment for Post Falls Festival | 023-446.1601.62040 | 500.00 |
| VEN14792 | Charlie Roan | | | | | | |
| APMWB | Check | | | 05/22/23 | Band Payment for Post Falls Festival | 023-446.1601.62040 | 650.00 |
| C2406 | Coast, Pat | | | | | | |
| APMWB | Check | | | 05/22/2023 | Band Payment for Post Falls Festival | 023-446.1601.62040 | 300.00 |
| E0401 | Egeland, Kevin | | | | | | |
| APMWB | Check | | | 05/22/23 | Band payment for Post Falls Festival | 023-446.1601.62040 | 800.00 |
| G1311 | Greene, Ron | | | | | | |
| APMWB | Check | | | 05/22/2023 | Band Payment for Post Falls Festival | 023-446.1601.62040 | 500.00 |
| VEN14599 | Huth Sound & Video LLC | | | | | | |
| APMWB | Check | | | INV0145859 | Sound for Post Falls Festiva | 023-446.1601.62040 | 3,000.00 |
| C3080 | Kathy Colton | | | | | | |
| APMWB | Check | | | 05/22/23 | Band Payment for Post Falls Festival | 023-446.1601.62040 | 650.00 |
| K086 | Kootenai County Sheriff | | | | | | |
| APMWB | Check | | | 05/12/23 | Triathlon Water Safety | 023-446.1602.63660 | 290.00 |
| VEN14590 | Matt Smith | | | | | | |
| APMWB | Check | | | 05/22/2023 | Band Payment for Post Falls Festival | 023-446.1601.62040 | 800.00 |
| M1872 | Morse, Lyle | | | | | | |
| APMWB | Check | | | 05/22/2023 | Band Payment Post Falls Festival | 023-446.1601.62040 | 175.00 |
| VEN01544 | Paul Mata | | | | | | |
| APMWB | Check | | | 05/22/23 | Band Payment for Post Falls Festival | 023-446.1601.62040 | 600.00 |
| VEN14793 | Rusty Jackson | | | | | | |
| APMWB | Check | | | 052223 | Band Payment for Post Falls Festival | 023-446.1601.62040 | 500.00 |
| Dept 446 Total: | | | | | | | 9,215.00 |
| Fund 023 Total: | | | | | | | 9,215.00 |

Fund: 650 - RECLAIMED WATER OPERATING

Dept: 463 Wastewater Operating

| | | | | | | | |
|--------------------------|--|--|--|------------------------------|---|--------------------|------------|
| A090 | Accurate Testing Labs LLC | | | | | | |
| APMWB | Check | | | 130833 | PF BioSolid Comp | 650-463.0000.63400 | 660.00 |
| A228 | A-L Compressed Gases, Inc. | | | | | | |
| APMWB | Check | | | 0003016484 | High Pressure | 650-463.0000.68025 | 8.50 |
| A424 | Anatek Labs, Inc. | | | | | | |
| APMWB | Check | | | 2308136 | Metro Express Testing | 650-463.0000.68360 | 50.00 |
| VEN03129 | Barr Tech LLC | | | | | | |
| APMWB | Check | | | 8826 | Bio Solids Disposal April 2023 | 650-463.0000.62150 | 59,492.50 |
| VEN14648 | Beveridge and Diamond PC | | | | | | |
| APMWB | Check | | | 230500251 | Legal support for IPDES Permit Renewal | 650-463.0000.62010 | 28,024.00 |
| C18750 | CityServiceValcon, LLC | | | | | | |
| APMWB | Check | | | 0060278 SM | Finance Charge 2022 | 650-463.0000.67221 | 93.76 |
| C3090 | Columbia Electric Supply | | | | | | |
| APMWB | Check | | | 1120-1013479 | POWER FLEX COMM, HARD HAT | 650-463.0000.68025 | 48.21 |
| F020 | Fastenal Company | | | | | | |
| APMWB | Check | | | IDCOE179002 | Shop Supplies | 650-463.0000.68025 | 134.02 |
| H1957 | Horizon | | | | | | |
| APMWB | Check | | | 2S185220 | Bluetooth Battery Controller, 1" Globe Valve, | 650-463.0000.68010 | 391.50 |
| | | | | 2S185443 | Treatment Repair Supplies | 650-463.0000.68010 | 210.29 |
| VEN01432 | Idaho Board of Drinking Water & Wastewater Professionals | | | | | | |
| APMWB | Check | | | 5.23.2023 | Wastewater Re-Examination Ricky Estrada | 650-463.0000.64020 | 70.00 |
| I2731 | Inland Environmental Resources | | | | | | |
| APMWB | Check | | | 2023-0566 | Credit for the product returned on April 20, 2023 | 650-463.0000.63008 | -10,730.28 |

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Distribution Amount |
|------------------------------------|--|--------------------------------|---|--------------------|---------------------|
| APMWB | Check | 2023-0584 | MAG Delivery | 650-463.0000.63008 | 7,676.24 |
| | | 2023-0565 | Shipping for the product picked up on April 2 | 650-463.0000.63008 | 550.00 |
| | | 2023-0702 | MAG Delivery | 650-463.0000.63008 | 3,479.96 |
| N001 | Napa Auto Parts | | | | |
| APMWB | Check | 3688-232693 | Core Deposit - T113 | 650-463.0000.67170 | -18.00 |
| N040 | NCL of Wisconsin, Inc. | | | | |
| APMWB | Check | 486389 | Jar & Bottle Opener | 650-463.0000.63400 | 23.00 |
| | | 487228 | Lab Supplies | 650-463.0000.63400 | 860.72 |
| N170 | North Idaho College | | | | |
| APMWB | Check | WFT995512 | Waste Water Exam Rafael Estrada | 650-463.0000.64020 | 25.00 |
| VEN04172 | Northwest Scientific, Inc. | | | | |
| APMWB | Check | 5167702 | Detergent | 650-463.0000.63400 | 207.74 |
| | | 5168322 | CLEANER RBS-35 5KG | 650-463.0000.63400 | 229.89 |
| | | 5167902 | Buffer Capsules pH 7.0 | 650-463.0000.63400 | 44.55 |
| | | 5167693 | Cap 53-400 Green Thermoset PTFE Liner | 650-463.0000.63400 | 39.75 |
| | | 5167932 | Lab Coat, 2XL, White, Unisex | 650-463.0000.63400 | 72.34 |
| | | 5167822 | Phosphorus Standard 25 ppb 1L | 650-463.0000.63400 | 159.42 |
| | | 5168201 | Phosphorus, Total, Test 'N Tube, Agar Plate | 650-463.0000.63400 | 709.42 |
| | | 5167844 | Glass Microfiber Filters | 650-463.0000.63400 | 464.01 |
| V040 | ODP Business Solutions | | | | |
| APMWB | Check | 313226786001 | Office Supplies-Water/WW | 650-463.0000.63060 | 67.38 |
| | | 313226788001 | | 650-463.0000.63060 | 375.00 |
| P125 | Paramount Supply Company | | | | |
| APMWB | Check | 691589 | 2" Paramount SSFP | 650-463.0000.68025 | 104.00 |
| P180 | Perfection Tire | | | | |
| APMWB | Check | 1057400 | Routine Oil Change service - T112 | 650-463.0000.67170 | 58.12 |
| R251 | Serights Ace Hardware | | | | |
| APMWB | Check | 342486/1 | 1" OETIKER CLAMP, COUPLE 1.5", BUSHI | 650-463.0000.68010 | 18.32 |
| | | 342886/1 | ELBOW 90 2" SXS, HANDLE WHEEL 2" | 650-463.0000.68010 | 25.87 |
| | | 342889/1 | BOWL BRUSH & KITCHEN BRUSH | 650-463.0000.68025 | 10.24 |
| | | 343023/1 | COUPLING NUT, THRD ROD STL 5/8-11X3 | 650-463.0000.68025 | 25.31 |
| | | 342478/1 | Treatment Supplies | 650-463.0000.68025 | 27.76 |
| | | 342751/1 | Plant Supplies | 650-463.0000.68025 | 31.08 |
| | | 343021/1 | Shop Supplies | 650-463.0000.68025 | 37.54 |
| | | 343071/1 | Andritz Parts | 650-463.0000.68025 | 73.50 |
| | | 342769/1 | Bolts | 650-463.0000.68025 | 5.96 |
| | | 342824/1 | Storage Box & Hangers | 650-463.0000.68025 | 73.29 |
| | | 342441/1 | Chain & Shackle Pins | 650-463.0000.68025 | 94.72 |
| | | 342837/1 | STORAGE BOX 16QT CLEAR | 650-463.0000.68025 | 25.16 |
| T11390 | T-O Engineers, Inc. | | | | |
| APMWB | Check | 210756-17 | Post Falls Community Forest 3/1-4/30 | 650-463.0000.62040 | 9,429.00 |
| VEN05954 | Toby's Battery & Auto Electric, LLC | | | | |
| APMWB | Check | 23040896 | 12 V Batteries | 650-463.0000.68025 | 197.55 |
| W0226 | Walter E Nelson Co | | | | |
| APMWB | Check | 498006 | Lab Supplies & Batteries | 650-463.0000.63400 | 364.36 |
| | | 498459 | Q-Tips | 650-463.0000.63400 | 16.22 |
| VEN01959 | Washington State Department of Ecology | | | | |
| APMWB | Check | 2023-BT1005 | 2023 WA Biosolids Permit DOE | 650-463.0000.62150 | 5,019.47 |
| W095 | Welding Fabrication Services | | | | |
| APMWB | Check | 24054-A | Labor - Cut 3 Holes | 650-463.0000.68025 | 110.00 |
| Dept 463 Total: | | | | | 109,166.39 |
| Dept: 466 Wastewater - Collections | | | | | |
| A0001 | Alsco | | | | |
| APMWB | Check | LSPO2632067 | White Turkish Rags | 650-466.0000.63330 | 360.00 |
| A497 | Arrow Construction Supply, Inc | | | | |
| APMWB | Check | 365601 5.16.23 | FLOURESCENT GREEN MARKING PAINT | 650-466.0000.63330 | 123.10 |
| B044 | BNSF Railway | | | | |
| APMWB | Check | 23002011 | Lease - 18" Waste Water Pipeline Xing | 650-466.0000.68021 | 100.00 |
| N001 | Napa Auto Parts | | | | |
| APMWB | Check | 3688-228133 | Oil Filter -Deutz Pump | 650-466.0000.67170 | 7.62 |

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Distribution Amount |
|--|--------------------------------|-------------------------------------|--|--------------------|---------------------|
| APMWB | Check | 3688-228987 | Heat Shrink Tubng, Battery Cable | 650-466.0000.67170 | 178.78 |
| | | 3688-228981 | Car Wash Soap | 650-466.0000.67170 | 8.92 |
| | | 3688-228396 | Fuel Line & Hose Clamp | 650-466.0000.68021 | 10.00 |
| | | 3688-228666 | Oil & Fuel Filters for Service on Generators | 650-466.0000.68021 | 90.77 |
| | | 3688-229462 | Collections System Generator Service | 650-466.0000.68021 | 38.38 |
| Z026 | Ziegler Lumber Co #017 | | | | |
| APMWB | Check | 447894 | 10 lb Demolition Sledge Hammer | 650-466.0000.67090 | 42.70 |
| Dept 466 Total: | | | | | 960.27 |
| Dept: 468 Wastewater - Surface Water | | | | | |
| A090 | Accurate Testing Labs LLC | | | | |
| APMWB | Check | 131200 | Treatment testing | 650-468.0000.68360 | 280.00 |
| A1395 | Advanced Compressor & Hose Inc | | | | |
| APMWB | Check | 91586 | Spencer Automatic Fuel Nozzle & Zerks | 650-468.0000.68380 | 107.25 |
| VEN14774 | Ariens Company | | | | |
| APMWB | Check | 31855 | Gravely pro-turn 348 | 650-468.0000.90010 | 9,813.18 |
| H1957 | Horizon | | | | |
| APMWB | Check | 2S184812 | Battery Control W/VLV | 650-468.0000.68380 | 336.16 |
| R251 | Serights Ace Hardware | | | | |
| APMWB | Check | 342747/1 | TUBE CUTTER RED, REAMING PEN | 650-468.0000.67090 | 26.98 |
| | | 342547/1 | FUNNEL SET SILICONE, ADAPTR SCH40F650-468.0000.68380 | | 18.87 |
| Dept 468 Total: | | | | | 10,582.44 |
| Fund 650 Total: | | | | | 120,709.10 |
| Fund: 651 - RECLAIMED WATER CAPITAL - WWTP | | | | | |
| Dept: 463 Wastewater Operating | | | | | |
| A293 | Allwest Testing & Engin., LLC | | | | |
| APMWB | Check | 231439 | Tertiary Upgrade Allwest Invoice April 2023 | 651-463.3213.90015 | 2,945.30 |
| J105 | J-U-B Engineers, Inc. | | | | |
| APMWB | Check | 0162535 | WRF FPS April 2023 Consulting Services | 651-463.3209.95500 | 31,615.75 |
| | | 0162534 | Tertiary Upgrade JUB Invoice April 2023 | 651-463.3213.90015 | 121,834.03 |
| VEN14291 | Sletten Construction Company | | | | |
| APMWB | Check | Tertiary Pay App 30 | Tertiary Upgrade Pay App 30 April 2023 | 651-463.3213.90015 | 314,644.78 |
| W090 | Welch Comer & Associates, Inc. | | | | |
| APMWB | Check | 41354130-003 | Lundy Waterline Welch Comer Invoice April 2023 | 651-463.6505.95520 | 2,072.09 |
| Dept 463 Total: | | | | | 473,111.95 |
| Fund 651 Total: | | | | | 473,111.95 |
| Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR | | | | | |
| Dept: 463 Wastewater Operating | | | | | |
| A435 | Andritz Separation Inc | | | | |
| APMWB | Check | 8480119223 | Supplies- Wastewater | 652-463.3231.95520 | 53,981.09 |
| J105 | J-U-B Engineers, Inc. | | | | |
| APMWB | Check | 0162190 | April 2023 Hopper Design Services | 652-463.3231.95520 | 2,141.40 |
| T11390 | T-O Engineers, Inc. | | | | |
| APMWB | Check | 200143-36 | Ponderosa T-O Invoice April 2023 | 652-463.3214.95520 | 21,921.95 |
| | | 210583-16 | Bentley Lift Station T-O Invoice April 2023 | 652-463.3230.95520 | 2,386.50 |
| W090 | Welch Comer & Associates, Inc. | | | | |
| APMWB | Check | 41354140-001 | April Consulting Services for Fisher Lift Station | 652-463.3232.95520 | 585.00 |
| | | 41354120-012 | Corbin LS Welch Comer Invoice April 2023 | 652-463.3234.95520 | 4,120.00 |
| Dept 463 Total: | | | | | 85,135.94 |
| Fund 652 Total: | | | | | 85,135.94 |
| Fund: 700 - SANITATION | | | | | |
| Dept: 461 Sanitation | | | | | |
| VEN07913 | CANNON HILL | | | | |
| APMWB | Check | 36327 | Wood Waste | 700-461.0000.65050 | 525.00 |
| VEN04268 | Coeur d'Alene Garbage Service | | | | |

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Distribution Amount |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------|---------------------|
| APMWB | Check | 1952621 | Q'emiln Dumpsters | 700-461.0000.65050 | 80.53 |
| VEN02385 | Prairie Transfer Station | | | | |
| APMWB | Check | 07-70865 | Big Can Waste | 700-461.0000.65050 | 48.75 |
| | | 07-75836 | Hilde Kellogg Wood Waste | 700-461.0000.65050 | 16.65 |
| | | 07-75488 | General Refuse | 700-461.0000.65050 | 15.60 |
| | | 07-71716 | Big can refuse | 700-461.0000.65050 | 11.70 |
| | | 07-77032 | General Refuse | 700-461.0000.65050 | 63.70 |
| | | 07-77154 | | 700-461.0000.65050 | 74.10 |
| | | 07-71034 | Big Can Garbage | 700-461.0000.65050 | 75.40 |
| | | 07-71557 | Big can refuse | 700-461.0000.65050 | 24.05 |
| Dept 461 Total: | | | | | 935.48 |
| Fund 700 Total: | | | | | 935.48 |

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

| | | | | | |
|--------------------------|---|------------------------------|---|--------------------|-------------------|
| A090 | Accurate Testing Labs LLC | | | | |
| APMWB | Check | 131244 | ColiformPresence/Absence | 750-462.0000.68360 | 150.00 |
| | | 131194 | Coliform Presence/Absence | 750-462.0000.68360 | 60.00 |
| | | 131165 | | 750-462.0000.68360 | 180.00 |
| | | 131274 | | 750-462.0000.68360 | 150.00 |
| | | 131363 | Nitrate, Sodium Testing | 750-462.0000.68360 | 60.00 |
| | | 131362 | Nitrate Testing | 750-462.0000.68360 | 150.00 |
| B091 | BDS | | | | |
| APMWB | Check | 88155 | Utility Billing and CCR mailer | 750-462.0000.62410 | 2,976.75 |
| H215 | Core & Main LP | | | | |
| APMWB | Check | S493489 | Repair Lid Outside | 750-462.0000.63280 | 138.40 |
| | | S772323 | Coil Box,Insulation Pad, Lid Larivere | 750-462.0000.63280 | 3,363.03 |
| | | S743782 | 2" GATE VALVE | 750-462.0000.63280 | 1,699.14 |
| | | S773887 | Meter Box Repair Parts | 750-462.0000.63280 | 1,565.84 |
| | | S786835 | Hydrant Repair Kit | 750-462.0000.63280 | 967.44 |
| | | S805615 | Tap Die | 750-462.0000.63280 | 518.65 |
| VEN14482 | Gunnerson Consulting and Communication Site Services, LLC | | | | |
| APMWB | Check | 5133 | Cell tower lease support for April 2023 | 750-462.0000.62040 | 730.75 |
| H003 | H.D. Fowler Company | | | | |
| APMWB | Check | I6394275 | METER ADAPTERS | 750-462.0000.63280 | 437.98 |
| VEN09639 | McHugh Bromley PLLC | | | | |
| APMWB | Check | #1000 3505 | Water Right Legal Services for April 2023 | 750-462.0000.62010 | 137.50 |
| N0991 | Norco Inc | | | | |
| APMWB | Check | 37695711 | Rotafoam Cutting Fluid | 750-462.0000.63280 | 35.62 |
| | | 37747032 | Waterproof Jacket, Brim Hat | 750-462.4000.72000 | 38.64 |
| V040 | ODP Business Solutions | | | | |
| APMWB | Check | 313226391001 | Office Supplies-Water/WW | 750-462.0000.63060 | 5.19 |
| | | 313226786001 | | 750-462.0000.63060 | 17.99 |
| VEN03176 | Rugid Computer Inc Outside the Box Engineering, LLC | | | | |
| APMWB | Check | 12213 | RUG9 Isolated Loop Supply/Charger Board | 750-462.0000.68025 | 968.28 |
| R251 | Serights Ace Hardware | | | | |
| APMWB | Check | 342832/1 | Shop Supplies | 750-462.0000.63280 | 124.13 |
| | | 342833/1 | Hex Key Set 22PC | 750-462.0000.63280 | 28.79 |
| | | 342898/1 | Shovel & Thermometer | 750-462.0000.63280 | 14.57 |
| VEN13988 | Tacoma Screw Products, Inc | | | | |
| APMWB | Check | 240068098-00 | Hex Cap Screws | 750-462.0000.63280 | 18.33 |
| T106 | Titan Truck Equipment | | | | |
| APMWB | Check | 1320768 | W202 Service truck body | 750-462.0000.90040 | 117,917.11 |
| T118 | TPI Embroidery | | | | |
| APMWB | Check | 10111 | New Employee Work Wear | 750-462.4000.72000 | 290.66 |
| W095 | Welding Fabrication Services | | | | |
| APMWB | Check | 24201-A | Sandblast 8 Small, 2 Large Plates | 750-462.0000.63280 | 110.00 |
| Dept 462 Total: | | | | | 132,854.79 |

Fund 750 Total: 132,854.79

Packet: APPKT10775 - Check Run 6.7.23

Check Date: 5/30/2023

Vendor Set: 01 - Vendor Set 01

| Vendor Number | Vendor Name | Invoice # | Invoice Description | Account Number | Distribution Amount |
|----------------------------------|-----------------------|-----------------------------|---|------------------------|---------------------|
| Fund: 753 - WATER CAPITAL | | | | | |
| Dept: 462 Water Operating | | | | | |
| J105 | J-U-B Engineers, Inc. | | | | |
| APMWB | Check | 0162573 | Well House 11 JUB Invoice April 2023 | 753-462.3224.95550 | 11,310.72 |
| K140 | Kootenai Electric | | | | |
| APMWB | Check | INV0145927 | Well House 11 Transformer Upgrade. | 753-462.3224.95550 | 13,307.00 |
| S580 | Strata | | | | |
| APMWB | Check | CD230073-IN | Well House 11 Strata Invoice April 2023 | 753-462.3224.95550 | 5,053.00 |
| | | | | Dept 462 Total: | 29,670.72 |
| | | | | Fund 753 Total: | 29,670.72 |
| | | | | Report Total: | 1,299,440.01 |



| Fund | Account | Amount |
|--------------------|--------------------|-----------|
| 001 - GENERAL FUND | | |
| | 001-22115 | 19,700.00 |
| | 001-412.0000.66014 | 1,029.60 |
| | 001-414.0000.62000 | 59.84 |
| | 001-414.0000.62091 | 6,000.00 |
| | 001-414.0000.63060 | 17.76 |
| | 001-414.0000.66015 | 89,475.00 |
| | 001-414.1445.62170 | 5,720.89 |
| | 001-414.1445.62190 | 3,172.11 |
| | 001-418.0000.63060 | 62.00 |
| | 001-421.0000.62040 | 3,592.13 |
| | 001-421.0000.64020 | 75.00 |
| | 001-421.0000.65030 | 2,190.72 |
| | 001-421.0000.67100 | 1,697.49 |
| | 001-421.0000.67170 | 1,242.80 |
| | 001-421.0000.67190 | 161.40 |
| | 001-421.0000.68010 | 87.68 |
| | 001-427.0000.67170 | 185.00 |
| | 001-431.0000.63000 | 129.15 |
| | 001-431.0000.63110 | 320.16 |
| | 001-431.0000.63260 | 566.36 |
| | 001-431.0000.63520 | 8.63 |
| | 001-431.0000.63525 | 1,296.84 |
| | 001-431.0000.64020 | 240.00 |
| | 001-431.0000.66050 | 24.39 |
| | 001-431.0000.67090 | 23.39 |
| | 001-431.0000.68010 | 1,240.16 |
| | 001-431.0000.68090 | 1,571.06 |
| | 001-431.0000.68100 | 346.28 |
| | 001-431.0000.68110 | 37.79 |
| | 001-431.0000.68130 | 233.92 |
| | 001-431.0000.68150 | 4,514.74 |
| | 001-431.1811.95040 | 6,302.50 |
| | 001-433.0000.63140 | 464.89 |
| | 001-433.0000.63160 | 393.94 |
| | 001-433.0000.63730 | 89.79 |
| | 001-433.0000.66190 | 891.40 |
| | 001-433.0000.67030 | 15.20 |
| | 001-433.0000.68010 | 500.70 |
| | 001-433.0000.68030 | 387.87 |
| | 001-433.0000.81140 | 499.59 |
| | 001-433.0000.92015 | 420.00 |
| | 001-434.0000.63011 | 1,368.49 |
| | 001-434.0000.63012 | 3,927.26 |
| | 001-434.0000.63013 | 324.76 |
| | 001-434.0000.63160 | 386.38 |
| | 001-434.0000.67020 | 274.78 |
| | 001-434.0000.67090 | 21.35 |
| | 001-434.0000.67170 | 8,332.96 |
| | 001-434.0000.67190 | 20.00 |
| | 001-434.0000.67210 | 48.28 |
| | 001-434.0000.68010 | 513.23 |
| | 001-434.0000.90010 | 2,105.62 |
| | 001-441.0000.63510 | 2,611.50 |
| | 001-441.0000.67010 | 517.00 |
| | 001-441.0000.67070 | 541.40 |
| | 001-441.0000.67090 | 82.94 |

| | |
|---------------------------------|-------------------|
| 001-441.0000.68190 | 363.00 |
| 001-442.0000.63760 | 5,916.00 |
| 001-442.0000.67020 | 138.72 |
| 001-442.0000.67030 | 183.50 |
| 001-442.0000.67050 | 24.74 |
| 001-442.0000.68180 | 295.00 |
| 001-443.0000.62180 | 1,153.52 |
| 001-443.0000.63110 | 52.96 |
| 001-443.0000.63150 | 1,562.58 |
| 001-443.0000.65050 | 6,000.00 |
| 001-443.0000.66061 | 10.00 |
| 001-443.0000.66190 | 410.98 |
| 001-443.0000.67030 | 110.09 |
| 001-443.0000.67050 | 43.83 |
| 001-443.0000.68013 | 405.92 |
| 001-443.0000.68160 | 66.11 |
| 001-443.0000.68190 | 3,152.10 |
| 001-443.0000.68230 | 7,607.80 |
| 001-443.1658.62330 | 201.82 |
| 001-444.0000.94180 | 17,182.95 |
| 001-445.0000.62040 | 466.20 |
| 001-445.0000.63060 | 227.38 |
| 001-445.0000.63080 | 10.00 |
| 001-445.0000.90010 | 388.21 |
| 001-445.1617.33339 | 1,353.00 |
| 001-445.1639.39335 | 90.00 |
| 001-451.0000.62000 | 472.63 |
| 001-452.0000.62040 | 50.00 |
| 001-452.0000.63000 | 23.38 |
| 001-454.0000.63060 | 62.51 |
| 001-481.0000.68390 | 687.59 |
| 001-481.0000.68395 | 8,005.01 |
| Fund 001 Total: | 232,781.65 |
| 003 - PERSONNEL BENEFIT POOL | |
| 003-482.0000.62040 | 2,500.00 |
| 003-482.0000.73020 | 43.30 |
| Fund 003 Total: | 2,543.30 |
| 008 - 911 SUPPORT | |
| 008-426.0000.66040 | 212,482.08 |
| Fund 008 Total: | 212,482.08 |
| 023 - SPECIAL EVENTS | |
| 023-446.1601.62040 | 8,925.00 |
| 023-446.1602.63660 | 290.00 |
| Fund 023 Total: | 9,215.00 |
| 650 - RECLAIMED WATER OPERATING | |
| 650-463.0000.62010 | 28,024.00 |
| 650-463.0000.62040 | 9,429.00 |
| 650-463.0000.62150 | 64,511.97 |
| 650-463.0000.63008 | 975.92 |
| 650-463.0000.63060 | 442.38 |
| 650-463.0000.63400 | 3,851.42 |
| 650-463.0000.64020 | 95.00 |
| 650-463.0000.67170 | 40.12 |
| 650-463.0000.67221 | 93.76 |
| 650-463.0000.68010 | 645.98 |
| 650-463.0000.68025 | 1,006.84 |
| 650-463.0000.68360 | 50.00 |
| 650-466.0000.63330 | 483.10 |
| 650-466.0000.67090 | 42.70 |
| 650-466.0000.67170 | 195.32 |
| 650-466.0000.68021 | 239.15 |
| 650-468.0000.67090 | 26.98 |
| 650-468.0000.68360 | 280.00 |
| 650-468.0000.68380 | 462.28 |
| 650-468.0000.90010 | 9,813.18 |
| Fund 650 Total: | 120,709.10 |

| | | |
|---|--|---------------------|
| 651 - RECLAIMED WATER CAPITAL - WWTP | | |
| 651-463.3209.95500 | | 31,615.75 |
| 651-463.3213.90015 | | 439,424.11 |
| 651-463.6505.95520 | | 2,072.09 |
| Fund 651 Total: | | 473,111.95 |
| 652 - RECLAIMED WATER CAPITAL - COLLECTOR | | |
| 652-463.3214.95520 | | 21,921.95 |
| 652-463.3230.95520 | | 2,386.50 |
| 652-463.3231.95520 | | 56,122.49 |
| 652-463.3232.95520 | | 585.00 |
| 652-463.3234.95520 | | 4,120.00 |
| Fund 652 Total: | | 85,135.94 |
| 700 - SANITATION | | |
| 700-461.0000.65050 | | 935.48 |
| Fund 700 Total: | | 935.48 |
| 750 - WATER OPERATING | | |
| 750-462.0000.62010 | | 137.50 |
| 750-462.0000.62040 | | 730.75 |
| 750-462.0000.62410 | | 2,976.75 |
| 750-462.0000.63060 | | 23.18 |
| 750-462.0000.63280 | | 9,021.92 |
| 750-462.0000.68025 | | 968.28 |
| 750-462.0000.68360 | | 750.00 |
| 750-462.0000.90040 | | 117,917.11 |
| 750-462.4000.72000 | | 329.30 |
| Fund 750 Total: | | 132,854.79 |
| 753 - WATER CAPITAL | | |
| 753-462.3224.95550 | | 29,670.72 |
| Fund 753 Total: | | 29,670.72 |
| Report Total: | | 1,299,440.01 |

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 6.7.23

| | | | | | |
|-----------|--------------|-------|-------------------------------------|---------------------|----------------------|
| 5/11/2023 | \$91.51 | 92240 | AT&T Long Distance | Pay Before Due Date | various |
| 5/11/2023 | \$1,331.51 | 92241 | AT&T Mobility | Pay Before Due Date | 650-466.0000.65030 |
| 5/11/2023 | \$1,077.04 | 92242 | AT&T Mobility | Pay Before Due Date | 650-463.0000.65030 |
| 5/11/2023 | \$12.88 | 92243 | AT&T Mobility | Pay Before Due Date | 750-462.0000.65030 |
| 5/11/2023 | \$83,842.69 | 92244 | AVISTA Utilities | Pay Before Due Date | various |
| 5/11/2023 | \$350.00 | 92245 | East Greenacres Irrigation District | Pay Before Due Date | 750-462.3317.33610 |
| 5/11/2023 | \$225.65 | 92246 | H&H Business Systems | Pay Before Due Date | various |
| 5/11/2023 | \$33,405.57 | 92247 | Kootenai Electric | Pay Before Due Date | various |
| 5/11/2023 | \$2,512.78 | 92249 | Level 3 Communications | Pay Before Due Date | various |
| 5/11/2023 | \$253.94 | 92250 | Ricoh USA Inc. | Pay Before Due Date | 001-421.0000.66050 |
| 5/11/2023 | \$400.00 | 92251 | Ross Point Water | Pay Before Due Date | 750-462.3317.33610 |
| 5/11/2023 | \$134.98 | 92252 | Spectrum | Pay Before Due Date | 001-443.0000.65030 |
| 5/11/2023 | \$169.98 | 92253 | Spectrum | Pay Before Due Date | 001-443.0000.65030 |
| 5/11/2023 | \$260.19 | 92254 | Verizon Wireless | Pay Before Due Date | various |
| 5/11/2023 | \$400.10 | 92255 | Verizon Wireless | Pay Before Due Date | various |
| 5/11/2023 | \$80.02 | 92256 | Verizon Wireless | Pay Before Due Date | 001-452.0000.65030 |
| 5/11/2023 | \$120.03 | 92257 | Verizon Wireless | Pay Before Due Date | 001-443.0000.65030 |
| 5/11/2023 | \$210.22 | 92258 | Verizon Wireless | Pay Before Due Date | 001-443.0000.65030 |
| 5/11/2023 | \$120.03 | 92259 | Verizon Wireless | Pay Before Due Date | 001-424.0000.65030 |
| 5/11/2023 | \$71.67 | 92260 | Zipty Fiber | Pay Before Due Date | 650-463.0000.65030 |
| 5/11/2023 | \$56.61 | 92261 | Zipty Fiber | Pay Before Due Date | 001-481.0000.68390 |
| 5/11/2023 | \$170.18 | 92262 | Zipty Fiber | Pay Before Due Date | 650-463.0000.65030 |
| 5/26/2023 | \$326,851.81 | 92312 | Northwest Waste and Recycling | Pay Before Due Date | 700-461.0000.62042 |
| 5/26/2023 | \$77.40 | 92313 | AT&T Long Distance | Pay Before Due Date | 001-431.0000.65030 |
| 5/26/2023 | \$8,907.64 | 92314 | AVISTA Utilities | Pay Before Due Date | Various |
| 5/26/2023 | \$350.00 | 92315 | East Greenacres Irrigation District | Pay Before Due Date | 750-462.3317.33610 |
| 5/26/2023 | \$0.02 | 92316 | Fedex | Pay Before Due Date | 001-421.0000.63070 |
| 5/26/2023 | \$38.58 | 92317 | Fedex | Pay Before Due Date | 001-421.0000.63070 |
| 5/26/2023 | \$6.86 | 92318 | Fedex | Pay Before Due Date | 001-421.0000.63070 |
| 5/26/2023 | \$3.58 | 92319 | Fedex | Pay Before Due Date | 001-421.0000.63070 |
| 5/26/2023 | \$23,425.20 | 92320 | Idaho State Tax Comission | Pay Before Due Date | 001-22095, 700-22095 |
| 5/26/2023 | \$1,557.00 | 92321 | Kootenai County Solid Waste | Pay Before Due Date | Various |
| 5/26/2023 | \$33.54 | 92322 | Kootenai Electric | Pay Before Due Date | 001-443.0000.65021 |
| 5/26/2023 | \$1,136.22 | 92323 | Post Falls Food Bank | Pay Before Due Date | 001-22110 |
| 5/26/2023 | \$698.77 | 92324 | Ricoh USA Inc. | Pay Before Due Date | 001-421.0000.66050 |
| 5/26/2023 | \$450.00 | 92325 | Ross Point Water | Pay Before Due Date | 750-462.3317.33610 |
| 5/26/2023 | \$50.82 | 92326 | Spectrum | Pay Before Due Date | 001-417.0000.63080 |
| 5/26/2023 | \$149.98 | 92327 | Spectrum | Pay Before Due Date | 001-442.0000.65030 |
| 5/26/2023 | \$139.98 | 92328 | Spectrum | Pay Before Due Date | 001-412.0000.65040 |
| 5/26/2023 | \$523.55 | 92329 | Verizon Wireless | Pay Before Due Date | Various |
| 5/26/2023 | \$85.64 | 92330 | Zipty Fiber | Pay Before Due Date | 001-445.0000.65030 |
| 5/26/2023 | \$262.22 | 92331 | Zipty Fiber | Pay Before Due Date | 650-463.0000.65030 |
| 5/26/2023 | \$2,653.76 | 92332 | Zipty Fiber | Pay Before Due Date | 008-426.0000.65031 |
| 5/26/2023 | \$244.00 | 92333 | Zipty Fiber | Pay Before Due Date | 008-426.0000.65031 |
| 5/26/2023 | \$244.00 | 92334 | Zipty Fiber | Pay Before Due Date | 008-426.0000.65031 |
| 5/26/2023 | \$244.00 | 92335 | Zipty Fiber | Pay Before Due Date | 008-426.0000.65031 |
| 5/30/2023 | \$70.00 | 92336 | Idaho Board of Drinking Water | Pay Before Due Date | 650-463.0000.64020 |
| | \$493,502.15 | | | | |

**CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 06/06/2023**

DATE: 05/31/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis
SUBJECT: Building Inspectors request for disposal of vehicle

ITEM AND RECOMMENDED ACTION:

Vehicle number B113 is a 2007 Ford Escape, VIN 1FMYU92Z97KA50378. This vehicle has reached the end of its useful life and has been replaced with a new vehicle. This vehicle is expected to be sold at auction

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

001-434.0000.90010

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Building DEPT.# 452 DATE: OF DISPOSAL

CATEGORY OF ASSET:

- LAND
BUILDING
MACHINERY & EQUIPMENT
VEHICLE (Enter Mileage) 24,170
OTHER IMPROVEMENTS

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
OTHER

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: B113 - 2007 Ford Escape

VIN 1FMYU92Z97KA50378 - This vehicle has reached the end of its useful life and has been replaced with a new vehicle.

TAG# SERIAL # 1FMYU92Z97KA50378 MODEL# Ford Escape

REASON FOR DISPOSAL (MANDATORY):

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

OTHER:

LOST Please attach police report

STOLEN Please attach police report

REPLACED YES NO
USEFUL LIFE OF ASSET INCREASED YES NO

ESTIMATED REMAINING USEFUL LIFE

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

**CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 06/06/2023**

DATE: 05/31/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis
SUBJECT: Facility Maintenance request for disposal of vehicle

ITEM AND RECOMMENDED ACTION:

M109 is a 2000 Mazda B2500 PickUp Truck - The vehicle has reached the end of its useful life and has been replaced. We expect to be able to sell the vehicle at auction.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

001-434.0000.90010

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Facility Maintenance DEPT.# 433 DATE: OF DISPOSAL

CATEGORY OF ASSET:

- LAND
BUILDING
MACHINERY & EQUIPMENT
VEHICLE (Enter Mileage) 76,864
OTHER IMPROVEMENTS

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
OTHER

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: M109 - 2000 Mazda Pickup

VIN 4F4YR12C7YTM35511 - vehicle has reached the end of its useful life and has been replaced with a new vehicle.

TAG# SERIAL # 4F4YR12C7YTM35511 MODEL# B2500 PU

REASON FOR DISPOSAL (MANDATORY):

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

OTHER:

LOST Please attach police report

STOLEN Please attach police report

REPLACED YES NO
USEFUL LIFE OF ASSET INCREASED YES NO

ESTIMATED REMAINING USEFUL LIFE

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 06/06/2023

DATE: 05/31/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis
SUBJECT: WRF request for disposal of 1998 Vactor Truck

ITEM AND RECOMMENDED ACTION:

Water Reclamation Facility's request for disposal of 1998 Vactor Truck. Vehicle number T203 is a 1998 Freightliner Vactor Truck. VIN 1FVXJLBB5W929031. The truck has reached the end of its useful life and has been replaced with a new Vactor Truck. It is expected to be sold at auction.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

650.466.0000.90040

T203

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Water Reclamation DEPT.# _____ DATE: 04/24/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) 52294
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

1998 Freightliner Vactor truck. VIN-1FVXJLBB5W929031. This truck has reached
the end of its useful life. it has also been replaced with a new truck.

TAG# _____ SERIAL # 1FVXJLBB5W929031 MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

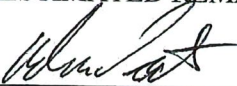
- ABANDONED IN PLACE
 - DESTROYED / DISPOSED
 - SOLD AT AUCTION
 - SOLD
 - TRADED IN
- SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN _____

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 0



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

MEMORANDUM

To: Mayor and Council Members
From: Jason Faulkner, Finance Director
Date: 05/11/2023
Subject: March 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
3/31/2023

| Description | City's Balance |
|------------------------------------|-------------------|
| Idaho State Investment Pool | |
| LGIP Acct 1399 | 64,789,498.72 |
| LGIP Acct 1441 | 267,044.08 |
| First Financial Equity Corporation | |
| General Accts Investments | 22,848,622.17 |
| Contingency Accts | 5,877,419.64 |
| Replacement & Reserve Accts | 51,144,409.87 |
| Moreton Capital Investments | |
| Moreton Securities | 19,465,359.34 |
| Mountain West bank | |
| Repurchase Sweep Account | 8,339,442.69 |
| Checking Account | 75,000.67 |
| Cash on Hand | |
| Finance | 400.00 |
| Animal Control | 150.00 |
| Police | 525.00 |
| Recreation | 195.00 |
| Park | 203.00 |
| Planning and Zoning | 150.00 |
| Total | \$ 172,808,420.18 |

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 March 31, 2023

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGET | YTD EXPENDITURE | PERCENT EXPENDED |
|-----------------------------|---------------------|---------------------|---------------------|------------------|
| 411 - MAYOR COUNCIL | Operating | \$ 97,542.00 | \$ 97,720.34 | 100.2% |
| | Personnel | <u>103,412.46</u> | <u>47,019.23</u> | 45.5% |
| | | 200,954.46 | 144,739.57 | 72.0% |
| 412 - INFORMATION SYSTEMS | Operating | 114,868.00 | 52,103.43 | 45.4% |
| | Capital | - | 44,279.00 | 0.0% |
| | Personnel | <u>302,007.25</u> | <u>162,423.08</u> | 53.8% |
| | | 416,875.25 | 258,805.51 | 62.1% |
| 413 - GENERAL SERVICES | Operating | 14,950.00 | 4,138.31 | 27.7% |
| | Personnel | <u>262,043.22</u> | <u>131,257.86</u> | 50.1% |
| | | 276,993.22 | 135,396.17 | 48.9% |
| 414 - FINANCE | Operating | 238,893.00 | 302,484.67 | 126.6% |
| | Personnel | <u>567,328.98</u> | <u>283,250.55</u> | 49.9% |
| | | 806,221.98 | 585,735.22 | 72.7% |
| 415 - CITY CLERK | Operating | 10,450.00 | 14,569.14 | 139.4% |
| | Capital | - | - | 0.0% |
| | Personnel | <u>72,137.91</u> | <u>38,267.41</u> | 53.0% |
| | | 82,587.91 | 52,836.55 | 64.0% |
| 417 - MEDIA/CABLE FRANCHISE | Operating | 7,200.00 | 2,704.58 | 37.6% |
| | Capital | - | - | 0.0% |
| | Personnel | <u>133,622.19</u> | <u>66,318.64</u> | 49.6% |
| | | 140,822.19 | 69,023.22 | 49.0% |
| 418 - HUMAN RESOURCES | Operating | 7,950.00 | 8,628.42 | 108.5% |
| | Personnel | <u>239,077.70</u> | <u>136,591.14</u> | 57.1% |
| | | 247,027.70 | 145,219.56 | 58.8% |
| 419 - LIBRARY | Operating | <u>-</u> | <u>-</u> | |
| | | - | - | |
| 421 - POLICE | Operating | 646,105.48 | 455,166.23 | 70.4% |
| | Capital | 186,000.00 | 203,508.24 | 109.4% |
| | Personnel | <u>6,507,818.65</u> | <u>2,843,760.26</u> | 43.7% |
| | | 7,339,924.13 | 3,502,434.73 | 47.7% |
| 423 - OASIS | Operating | 4,000.00 | 12,867.95 | 321.7% |
| | Personnel | <u>124,978.71</u> | <u>73,405.95</u> | 58.7% |
| | | 128,978.71 | 86,273.90 | 66.9% |
| 424 - LEGAL (PROSECUTING) | Operating | 56,750.00 | 58,876.65 | 103.7% |
| | Capital | 25,000.00 | - | 0.0% |
| | Personnel | <u>736,149.10</u> | <u>374,705.70</u> | 50.9% |
| | | 817,899.10 | 433,582.35 | 53.0% |
| 427 - ANIMAL CONTROL | Operating | 17,250.00 | 5,576.51 | 32.3% |
| | Personnel | <u>162,597.58</u> | <u>82,099.86</u> | 50.5% |
| | | 179,847.58 | 87,676.37 | 48.8% |
| 431 - STREETS | Operating | 1,987,099.30 | 561,134.06 | 28.2% |
| | Capital | 235,000.00 | 43,122.30 | 0.0% |
| | Personnel | <u>1,074,995.66</u> | <u>549,553.29</u> | 51.1% |
| | | 3,297,094.96 | 1,153,809.65 | 35.0% |

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED March 31, 2023

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGET | YTD EXPENDITURE | PERCENT EXPENDED |
|----------------------------|---------------------|---------------------|-------------------|------------------|
| 432 - PUBLIC WORKS ADMIN. | Operating | 8,850.00 | 2,867.70 | 32.4% |
| | | <u>8,850.00</u> | <u>2,867.70</u> | 32.4% |
| 433 - FACILITY MAINTENANCE | Operating | 33,650.00 | 17,230.80 | 51.2% |
| | Capital | 2,000.00 | 171.57 | 0.0% |
| | Personnel | <u>269,505.65</u> | <u>127,177.61</u> | 47.2% |
| | | 305,155.65 | 144,579.98 | 47.4% |
| 434 - FLEET MAINTENANCE | Operating | 165,812.00 | 105,858.85 | 63.8% |
| | Capital | 690,000.00 | 139,714.79 | 20.2% |
| | Personnel | <u>363,300.47</u> | <u>158,416.32</u> | 43.6% |
| | | 1,219,112.47 | 403,989.96 | 33.1% |
| 435 - -GIS | Operating | 44,734.00 | 52,175.45 | 116.6% |
| | Personnel | <u>167,995.10</u> | <u>82,591.69</u> | 49.2% |
| | | 212,729.10 | 134,767.14 | 63.4% |
| 441 - URBAN FORESTRY | Operating | 45,530.00 | 24,470.00 | 53.7% |
| | Capital | 151,300.00 | 53,046.29 | 0.0% |
| | Personnel | <u>184,150.59</u> | <u>92,988.50</u> | 50.5% |
| | | 380,980.59 | 170,504.79 | 44.8% |
| 442 - CEMETERY | Operating | 109,395.00 | 52,442.21 | 47.9% |
| | Capital | 16,650.00 | - | 0.0% |
| | Personnel | <u>164,263.17</u> | <u>95,221.96</u> | 58.0% |
| | 290,308.17 | 147,664.17 | 50.9% | |
| 443 - PARKS | Operating | 690,894.74 | 206,096.35 | 29.8% |
| | Capital | 545,700.00 | 30,487.02 | 0.0% |
| | Personnel | <u>1,116,114.64</u> | <u>483,851.08</u> | 43.4% |
| | | 2,352,709.38 | 720,434.45 | 30.6% |
| 444 - PARKS CONSTRUCTION | Operating | - | - | 0.0% |
| | Capital | <u>893,000.00</u> | <u>7,613.98</u> | 0.9% |
| | | 893,000.00 | 7,613.98 | 0.9% |
| 445 - RECREATION | Operating | 199,199.00 | 121,738.97 | 61.1% |
| | Capital | - | 6,895.00 | |
| | Personnel | <u>859,831.75</u> | <u>320,140.24</u> | 37.2% |
| | | 1,059,030.75 | 448,774.21 | 42.4% |
| 451 - PLANNING & ZONING | Operating | 36,519.00 | 27,340.11 | 74.9% |
| | Personnel | <u>303,384.37</u> | <u>151,401.54</u> | 49.9% |
| | | 339,903.37 | 178,741.65 | 52.6% |
| 452 - BUILDING INSPECTOR | Operating | 29,750.00 | 13,527.91 | 45.5% |
| | Personnel | 618,701.99 | 327,947.34 | 53.0% |
| | Capital | - | 3,750.00 | |
| | | <u>648,451.99</u> | <u>345,225.25</u> | 53.2% |
| 453 - ENGINEERING | Operating | 40,800.00 | 8,634.27 | 21.2% |
| | Capital | - | - | 0.0% |
| | Personnel | <u>651,766.84</u> | <u>321,189.11</u> | 49.3% |
| | | 692,566.84 | 329,823.38 | 47.6% |

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED March 31, 2023

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGET | YTD EXPENDITURE | PERCENT EXPENDED |
|--------------------------------------|---------------------|-----------------------------|-----------------------------|------------------|
| 454 - Community Development Admin | Operating | 9,680.00 | 55,555.58 | 573.9% |
| | Capital | - | 18,600.00 | 0.0% |
| | Personnel | <u>195,131.63</u> | <u>94,872.41</u> | 48.6% |
| | | 204,811.63 | 169,027.99 | 82.5% |
| 465 - STREET LIGHTS | Operating | <u>620,000.00</u> | <u>286,293.56</u> | 46.2% |
| | | 620,000.00 | 286,293.56 | 46.2% |
| 481 - CAPITAL IMPROVMENTS/CONTRACTS | Operating | 1,826,447.92 | 6,287,205.63 | 344.2% |
| | Capital | <u>580,000.00</u> | <u>6,225.44</u> | 0.0% |
| | | 2,406,447.92 | 6,293,431.07 | 261.5% |
| 482 - PERSONNEL POOL | Operating | 3,300,000.00 | 2,060,502.00 | 62.4% |
| | Personnel | <u>263,212.33</u> | <u>26,148.14</u> | 9.9% |
| | | 3,563,212.33 | 2,086,650.14 | 58.6% |
| 497 - TRANSFERS OUT | Operating | <u>375,000.00</u> | - | 0.0% |
| | | 375,000.00 | - | 0.0% |
| TOTAL GENERAL FUND | | <u>29,507,497.38</u> | <u>18,525,922.22</u> | 62.8% |
| 002 - INSURANCE FUND | Operating | <u>338,249.38</u> | <u>298,260.59</u> | 88.2% |
| | | 338,249.38 | 298,260.59 | 88.2% |
| 003 - PERSONNEL FUND | Operating | 112,152.00 | 48,962.09 | 43.7% |
| | Capital | - | - | 0.0% |
| | Personnel | <u>4,448,700.00</u> | <u>2,064,754.66</u> | 46.4% |
| | | 4,560,852.00 | 2,113,716.75 | 46.3% |
| 007 - DRUG SEIZURE FUND | Operating | 135,000.00 | 28,702.07 | 21.3% |
| | Capital | - | <u>30,211.62</u> | |
| | | 135,000.00 | 58,913.69 | 43.6% |
| 008 - 911 FUND | Operating | 452,763.74 | 50,657.04 | 11.2% |
| | Capital | - | - | 0.0% |
| | Personnel | <u>74,742.80</u> | <u>38,147.60</u> | 51.0% |
| | | 527,506.54 | 88,804.64 | 16.8% |
| 011 - FACILITY BUILDING RESERVE FUND | Operating | 1,807,000.00 | - | 0.0% |
| | Capital | - | <u>653,466.55</u> | 0.0% |
| | | 1,807,000.00 | 653,466.55 | 0.0% |
| 017 - ANNEXATION FUND | Operating | 1,900,000.00 | 14,806.49 | 0.8% |
| | Capital | <u>1,000,000.00</u> | - | |
| | | 2,900,000.00 | 14,806.49 | 0.5% |
| 023 - SPECIAL EVENTS FUND | Operating | <u>46,248.00</u> | <u>6,829.88</u> | 14.8% |
| | | 46,248.00 | 6,829.88 | 14.8% |
| 029 - CEMETERY IMPROVEMENTS FUND | Operating | 202,500.00 | - | 0.0% |
| | Capital | - | - | |
| | | 202,500.00 | - | 0.0% |
| 034- KOOTENAI FIRE/EMS IMPACT FEES | Operating | - | <u>73,735.60</u> | |
| | | - | 73,735.60 | |
| 035 - PUBLIC SAFETY IMPACT FEES FUND | Operating | 1,463,000.00 | 18,714.00 | 1.3% |
| | Capital | - | <u>999,784.39</u> | 0.0% |
| | | 1,463,000.00 | 1,018,498.39 | 69.6% |

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED March 31, 2023

| FUND OR DEPARTMENT | TYPE OF EXPENDITURE | TOTAL BUDGET | YTD EXPENDITURE | PERCENT EXPENDED |
|---|---------------------|--------------------------|-------------------------|------------------|
| 037 - STREET IMPACT FEE FUND | Operating | 475,000.00 | 12,351.95 | 0.0% |
| | Capital | <u>24,720,984.00</u> | <u>1,172,098.53</u> | |
| | | 25,195,984.00 | 1,184,450.48 | 0.0% |
| 038 - PARK IMPACT FEE FUND | Operating | 1,885,000.00 | 1,482.00 | 0.0% |
| | Capital | <u>2,375,000.00</u> | <u>816,979.20</u> | 34.4% |
| | | 4,260,000.00 | 818,461.20 | 19.2% |
| 039 - STREET CAPITAL PROJECTS | Operating | - | - | 0.0% |
| | | - | - | 0.0% |
| 402 - LID 99-1 FUND | Operating | - | - | 0.0% |
| | | - | - | 0.0% |
| 410 - LID 2004 | Operating | <u>528,000.00</u> | - | 0.0% |
| | | 528,000.00 | - | 0.0% |
| 450 - LID GUARANTEE FUND | Operating | <u>150.00</u> | - | 0.0% |
| | | 150.00 | - | 0.0% |
| 650 - RECLAIMED WATER OPERATING FUND incl: wwo, collections, recycled, surface | Operating | 11,305,311.52 | 8,073,454.20 | 71.4% |
| | Capital | 215,000.00 | 521,683.65 | 242.6% |
| | Personnel | <u>1,853,787.83</u> | <u>884,576.08</u> | 47.7% |
| | | 13,374,099.35 | 9,479,713.93 | 70.9% |
| 651 - RECLAIMED WATER - CAPITAL WWTP FUND | Operating | 923,389.00 | 344,578.50 | 37.3% |
| | Capital | <u>22,620,000.00</u> | <u>3,367,525.49</u> | 14.9% |
| | | 23,543,389.00 | 3,712,103.99 | 15.8% |
| 652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND | Capital | <u>1,800,000.00</u> | <u>821,160.77</u> | 45.6% |
| | | 1,800,000.00 | 821,160.77 | 45.6% |
| 700 - SANITATION FUND | Operating | <u>3,553,481.24</u> | <u>1,682,393.78</u> | 47.3% |
| | | 3,553,481.24 | 1,682,393.78 | 47.3% |
| 750 - WATER OPERATING FUND | Operating | 1,943,076.31 | 913,790.35 | 47.0% |
| | Capital | 424,316.00 | 103,771.84 | |
| | Personnel | <u>720,293.80</u> | <u>371,620.08</u> | 51.6% |
| | | 3,087,686.11 | 1,389,182.27 | 45.0% |
| 753 - WATER CAPITAL FUND | Operating | - | - | 0.0% |
| | Capital | <u>1,100,000.00</u> | <u>371,185.36</u> | 33.7% |
| | | 1,100,000.00 | 371,185.36 | 33.7% |
| GRAND TOTAL | | <u>\$ 117,930,643.00</u> | <u>\$ 42,311,606.58</u> | 35.9% |

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


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

City of Post Falls
Treasurer's Report of Cash and Investment Transactions
3/31/2023

| FUND | BALANCE 02/28/2023 | RECEIPTS | DISBURSEMENTS | BALANCE 03/31/2023 |
|---|--------------------------|------------------------|------------------------|--------------------------|
| 001 - GENERAL FUND | \$ 43,806,893.17 | \$ 1,462,424.80 | \$ 2,876,121.89 | \$ 42,393,196.08 |
| 002 - COMPREHENSIVE LIABILITY | 465,887.31 | \$ 19,527.02 | \$ 143,039.50 | 342,374.83 |
| 003 - PERSONNEL BENEFIT POOL | (853,784.69) | \$ 368,697.21 | \$ 369,595.51 | (854,682.99) |
| 004 - STREET LIGHTS | 129,900.35 | \$ 329.29 | \$ - | 130,229.64 |
| 007 - DRUG SEIZURE PROGRAM | 184,617.24 | \$ 1,044.86 | \$ 42,690.09 | 142,972.01 |
| 008 - 911 SUPPORT | 2,400,469.34 | \$ 19,011.01 | \$ 8,597.49 | 2,410,882.86 |
| 011 - FACILITY BUILDING RESERVE | 7,594,966.79 | \$ 61,130.86 | \$ - | 7,656,097.65 |
| 017 - ANNEXATION FEES | 3,466,688.60 | \$ 60,919.58 | \$ - | 3,527,608.18 |
| 023 - SPECIAL EVENTS | 315,518.45 | \$ 10,004.90 | \$ 3,436.56 | 322,086.79 |
| 029 - CEMETERY CAPITAL IMPROVEMENT | 372,884.86 | \$ 7,461.71 | \$ - | 380,346.57 |
| 034 - KOOTENAI FIRE/EMS IMPACT FEES | 27,559.30 | \$ 138,425.21 | \$ 30,695.40 | 135,289.11 |
| 035 - PUBLIC SAFETY IMPACT FEES | 1,287,882.29 | \$ 45,174.41 | \$ 2,872.00 | 1,330,184.70 |
| 037 - STREETS IMPACT FEES | 5,511,572.65 | \$ 281,035.93 | \$ 3,532.64 | 5,789,075.94 |
| 038 - PARKS IMPACT FEES | 4,150,340.16 | \$ 245,486.72 | \$ 16,499.49 | 4,379,327.39 |
| 039 - STREETS CAPITAL PROJECTS | 21,023.43 | \$ 53.29 | \$ - | 21,076.72 |
| 402 - LID 99-1 | (30,979.88) | \$ - | \$ - | (30,979.88) |
| 410 - LID 2004 | (92,423.47) | \$ 880.69 | \$ - | (91,542.78) |
| 450 - LID GUARANTEE | 17,547.81 | \$ 44.48 | \$ - | 17,592.29 |
| 650 - RECLAIMED WATER OPERATING | 52,299,172.00 | \$ 1,804,440.37 | \$ 1,558,764.61 | 52,544,847.76 |
| 651 - RECLAIMED WATER CAPITAL - WWTP | 10,699,732.74 | \$ 538,282.73 | \$ 959,134.72 | 10,278,880.75 |
| 652 - RECLAIMED WATER CAPITAL - COLLECTOR | 12,564,551.37 | \$ 1,317,036.91 | \$ 25,546.52 | 13,856,041.76 |
| 700 - SANITATION | 1,124,930.67 | \$ 376,946.12 | \$ 356,451.86 | 1,145,424.93 |
| 750 - WATER OPERATING | 21,382,768.35 | \$ 369,407.48 | \$ 341,149.57 | 21,411,026.26 |
| 753 - WATER CAPITAL | 5,561,269.27 | \$ 162,880.74 | \$ 153,086.40 | 5,571,063.61 |
| GRAND TOTAL: | \$ 172,408,988.11 | \$ 7,290,646.32 | \$ 6,891,214.25 | \$ 172,808,420.18 |

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: JUNE 6TH, 2023**

DATE: MAY 30TH, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN, CITY ENGINEER
SUBJECT: ASHLAR RANCH SUBDIVISION CONSTRUCTION IMPROVEMENT AGREEMENT

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

DISCUSSION: This Agreement reflects the construction phase of the Ashlar Ranch 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 27-lot subdivision, with the application for plat submitted by VS 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 **VS Development, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **Ashlar Ranch**, 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, **Ryne Stoker**, 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
VS Development, LLC
Ryne Stoker - Member
8720 Kulka Rd
Las Vegas, NV 89161

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

Ashlar Ranch

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

ATTACHMENT "A"

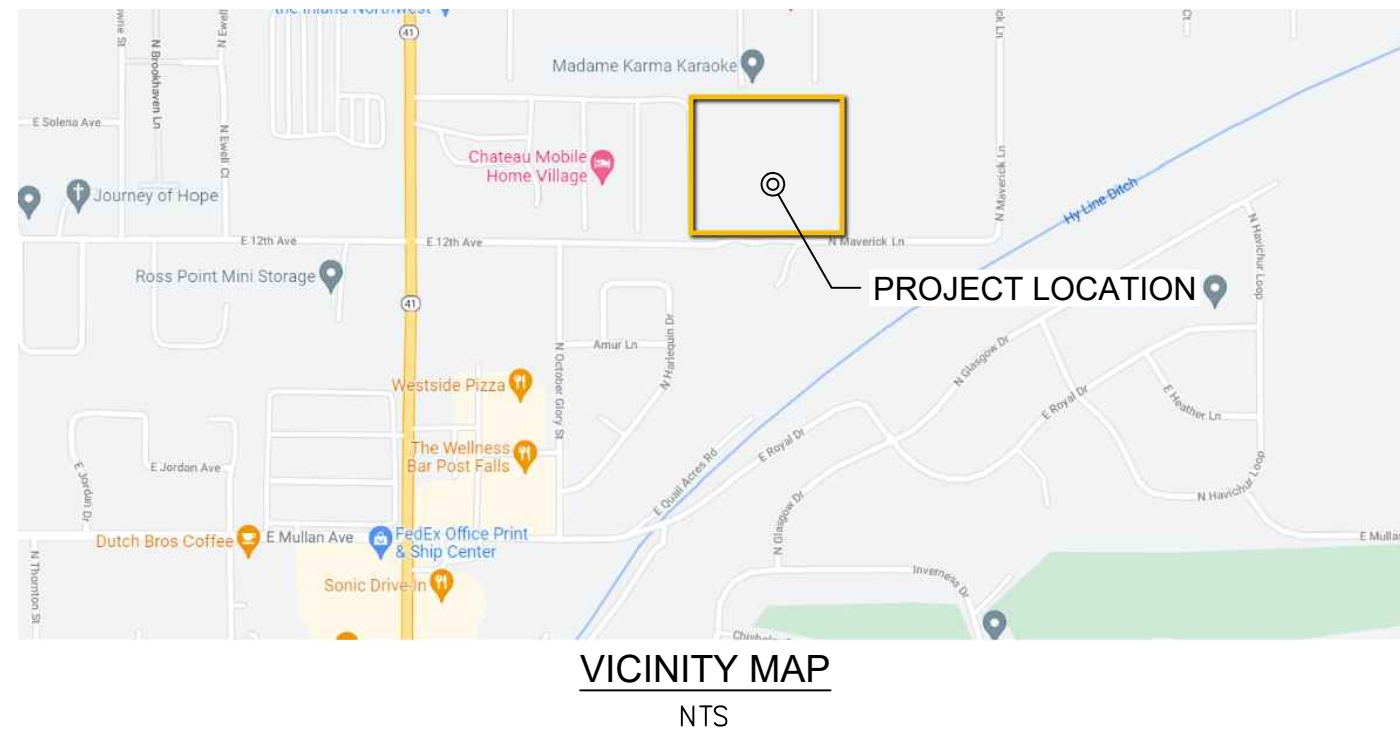
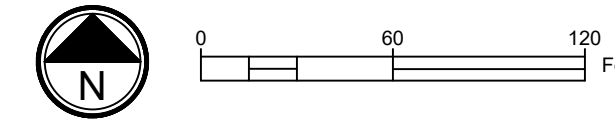
Ashlar Ranch – Legal Description

Tract 43, Block 31, POST FALLS IRRIGATED TRACTS, according to the plat recorded in Book C of Plats at Page 78, records of Kootenai County, Idaho.

ASHLAR RANCH SUBDIVISION IMPROVEMENT PLANS

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

OWNERS: CLACDA INVESTMENTS
1675 S. CEDERBLOOM
COEUR D'ALENE, ID 83814



SHEET INDEX

- C-1 COVER SHEET
- C-2 NOTES
- C-3 TYPICAL ROADWAY SECTIONS
- C-4 HORIZONTAL CONTROL PLAN
- C-5 OVERALL GRADING PLAN
- C-6 SITE UTILITY PLAN
- C-7 12TH AVENUE PLAN AND PROFILE
- C-8 ZORROS ROAD PLAN AND PROFILE, STA:10+00-STA:16+57.20
- C-9 DAVIN DRIVE PLAN AND PROFILE, STA:10+00-STA:16+45.56
- C-10 SAVEA LANE PLAN AND PROFILE, STA:10+00-STA:13+00
- C-11 SAVEA LANE PLAN AND PROFILE, STA:13+00-STA:17+74.91
- C-12 DETAILS 1
- C-13 DETAILS 2
- C-14 DETAILS 3
- C-15 DETAILS 4
- C-16 DETAILS 5
- C-17 WATER FLUSHING AND DISINFECTION NOTES
- C-18 ACCESSIBLE RAMP DETAILS
- C-19 EROSION SEDIMENT CONTROL PLAN
- C-20 SIGNAGE AND STRIPING PLAN

MONUMENT SEARCH NOTE IC 55-1613

AVAILABLE RECORDS AND FIELD RESEARCH HAS BEEN CONDUCTED TO LOCATE EXISTING PROPERTY CORNERS ASSOCIATED WITH THE SUBJECT PROJECT. ALL EXISTING MONUMENTS ARE IDENTIFIED WITHIN THE PLANS, AND THEIR LOCATIONS SHALL BE VERIFIED PRIOR TO AND AT THE COMPLETION OF CONSTRUCTION PER IDAHO CODE 55-1613. EXISTING MONUMENTS SHALL BE PRESERVED AND PROTECTED THROUGHOUT THE COURSE OF CONSTRUCTION.

VERTICAL DATUM

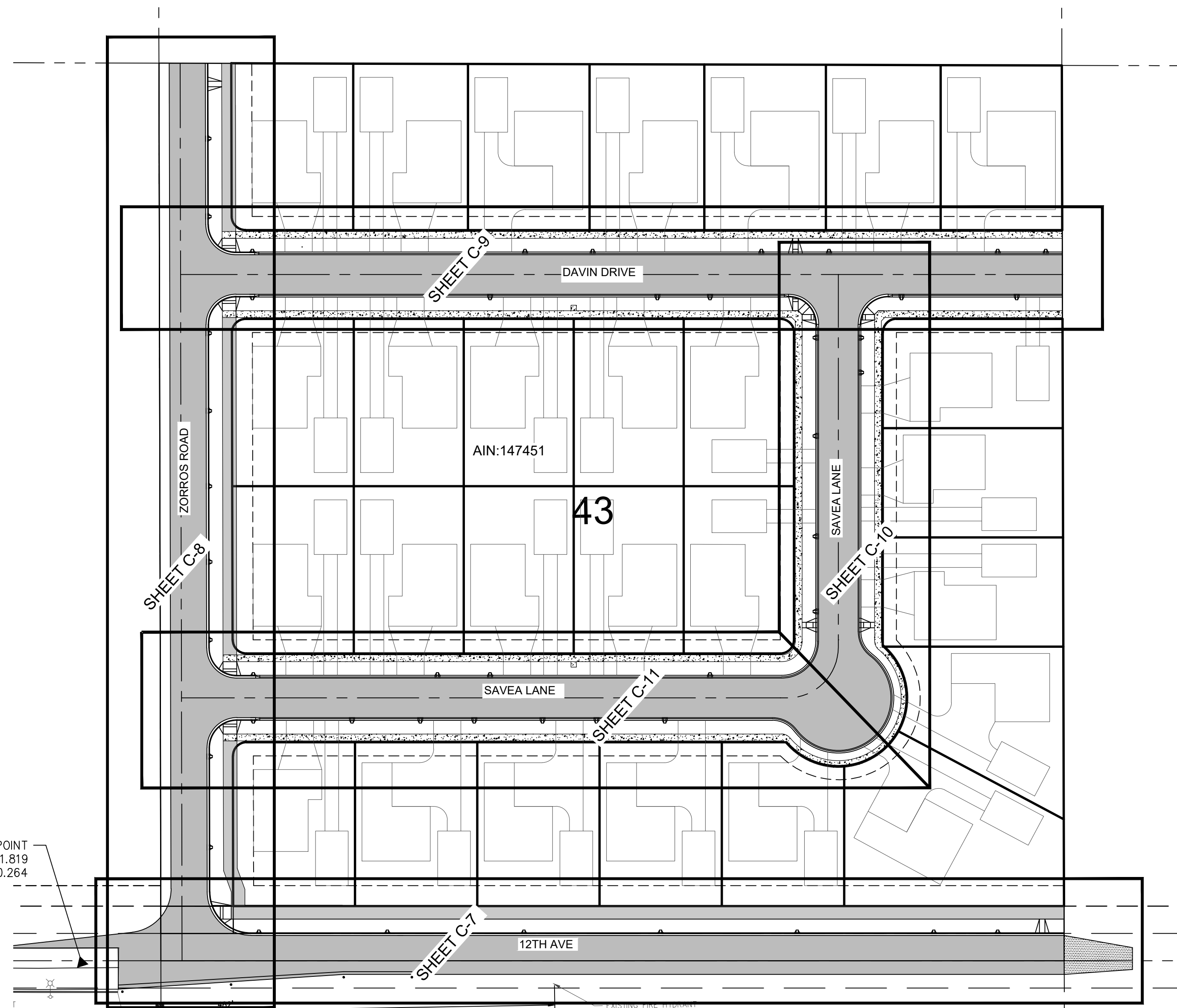
VERTICAL DATUM IS NAVD-88.
A TEMPORARY BENCHMARK (CONTROL POINT) WAS SETUP NEAR THE CENTER LINE OF 12TH AVENUE WITH NORTHING:2208671.819 AND EASTING:2344270.264.
ELEVATION OF THIS POINT IS 2188.63 FT

BASIS OF BEARINGS

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

CONSTRUCTION GENERAL PERMIT

THIS PROJECT IS LOCATED ON THE SPOKANE VALLEY RATHDRUM PRAIRIE AQUIFER WITH DEEP, EXTREMELY WELL-DRAINED GRANULAR SOILS. THERE ARE NO SURFACE WATER DISCHARGE POINT DISCHARGE LOCATIONS ON SITE AND THEREFORE THE PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE EPA CONSTRUCTION GENERAL PERMIT.



LEGEND OF EXISTING FEATURES

- MAJOR CONTOUR
- MINOR CONTOUR
- TREE LINE
- FENCE
- SEWER MANHOLE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- YARD HYDRANT
- UTILITY POLE
- GUY WIRE
- TRANSFORMER
- ELECTRIC METER
- TELEPHONE RISER
- GAS LINE
- DECIDUOUS TREE

LEGEND OF PROPOSED FEATURES

- SIDEWALK
- ROLLED CURB
- WATER MAIN
- CENTERLINE
- SANITARY SEWER MAIN
- ROLLED CURB
- SIDEWALK
- SANITARY SEWER MANHOLE
- WATER METER
- FIRE HYDRANT

811 Know what's below. Call before you dig.

Olson Engineering
P.O. Box 1894
Post Falls, ID 83877
208-651-4152
eo@oecivil.com

PROFESSIONAL ENGINEER
7242
08/10/2020
STATE OF IDAHO
STEVEN P. SOLTYS

prj: **ASHLAR RANCH SUBDIVISION**

loc: **12TH AVENUE POST FALLS, IDAHO**

City of Post Falls Approval

sh: **COVER SHEET**

Approved By:

DATE REVISION

City Engineer Date

C-1

c:\users\ep\olson_engineering\olson_engineering\2021\2194-ashlar_ranch\dwg\plans\2194-sd_plan_b\h3.dwg

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

VS Development, LLC

FOR

Ashlar Ranch

- 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

Ashlar Ranch

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: **\$ 1,385,583.50**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 477,634.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 25,800.00**
5. Total cost of improvements: **\$ 1,889,017.50**
6. Warranty amount: **\$ 94,450.88**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Ashlar Ranch

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Construction Cost Estimate

Ashlar Ranch Subdivision



Date: 5/2/2023

| Item | Description | Quantity | Unit | Unit Price | Total Price |
|--|--|----------|------|--------------|---------------|
| <u>Clearing & Grubbing</u> | | | | | |
| 1 | Mobilization | 1 | LS | \$ 15,000.00 | \$ 15,000.00 |
| 2 | Strip Topsoil & Haul Offsite | 0 | CY | \$ 15.00 | \$ - |
| 3 | Strip Topsoil, Stockpile, Then Replace on Lots | 20080 | CY | \$ 10.00 | \$ 200,800.00 |
| 4 | AC Sawcut | 123 | LF | \$ 5.00 | \$ 615.00 |
| 5 | Traffic Control | 1 | LS | \$ 2,000.00 | \$ 2,000.00 |
| 6 | Construction Entrance | 1 | EA | \$ 2,000.00 | \$ 2,000.00 |
| <u>Excavation & Grading</u> | | | | | |
| 1 | Structural Grading | 3810 | CY | \$ 8.00 | \$ 30,480.00 |
| 2 | Structural Import & Place | 7070 | CY | \$ 22.00 | \$ 155,540.00 |
| 3 | Road Subgrade Prep | 9019 | SY | \$ 2.50 | \$ 22,547.50 |
| 4 | Inlet Protection | 11 | EA | \$ 90.00 | \$ 990.00 |
| <u>Sewer</u> | | | | | |
| 1 | 8" PVC Sanitary Sewer | 1915 | LF | \$ 50.00 | \$ 95,750.00 |
| 2 | 15" PVC Sanitary Sewer | 669 | LF | \$ 65.00 | \$ 43,485.00 |
| 3 | Core existing manhole | 1 | EA | \$ 1,500.00 | \$ 1,500.00 |
| 4 | 48" Manholes | 13 | EA | \$ 4,500.00 | \$ 58,500.00 |
| 5 | Sewer Services | 27 | EA | \$ 1,500.00 | \$ 40,500.00 |
| <u>Stormwater</u> | | | | | |
| 1 | Swale | 7759 | SF | \$ 3.00 | \$ 23,277.00 |
| 2 | Drywell Type A (Single) | 2 | EA | \$ 4,500.00 | \$ 9,000.00 |
| 3 | Drywell Type B (Double) | 9 | EA | \$ 6,000.00 | \$ 54,000.00 |
| 4 | Curb Cut (Inlet Apron) | 48 | EA | \$ 400.00 | \$ 19,200.00 |
| <u>Water</u> | | | | | |
| 1 | 8" PVC Water Main | 2140 | LF | \$ 56.00 | \$ 119,840.00 |
| 2 | 12" PVC Water Main | 660 | LF | \$ 65.00 | \$ 42,900.00 |
| 3 | 8" Fittings | 5 | EA | \$ 1,500.00 | \$ 7,500.00 |
| 4 | 8" Gate Valve w/ Valve Box | 10 | EA | \$ 2,500.00 | \$ 25,000.00 |
| 5 | Blowoff Assembly | 3 | EA | \$ 1,500.00 | \$ 4,500.00 |
| 6 | Tie into existing water main | 1 | LS | \$ 1,250.00 | \$ 1,250.00 |
| 7 | 1" Water Services | 27 | EA | \$ 3,500.00 | \$ 94,500.00 |
| 8 | 2" Irrigation Service | 1 | EA | \$ 6,000.00 | \$ 6,000.00 |
| 9 | Fire Hydrant Assemblies | 4 | EA | \$ 8,000.00 | \$ 32,000.00 |
| <u>Streets, Curbs, & Gutter</u> | | | | | |
| 1 | Asphalt Roadway 2" AC Over 4" Base | 4798 | SY | \$ 30.00 | \$ 143,940.00 |
| 2 | Asphalt Ped Path- 2" AC Over 4" Base | 1226 | SY | \$ 30.00 | \$ 36,780.00 |
| 3 | Asphalt Roadway 3" AC Over 4 Base | 4283 | SY | \$ 35.00 | \$ 149,905.00 |
| 4 | Curb and Gutter | 1231 | LF | \$ 22.00 | \$ 27,082.00 |
| 5 | Rolled Curb | 2666 | LF | \$ 22.00 | \$ 58,652.00 |
| 6 | House Driveway Approach | 27 | EA | \$ 1,800.00 | \$ 48,600.00 |
| 7 | Shop Driveway Approach | 20 | EA | \$ 600.00 | \$ 12,000.00 |

| Item | Description | Quantity | Unit | Unit Price | Total Price |
|------|---|----------|------|-------------|---------------|
| 8 | Pedestrian Ramp | 13 | EA | \$ 1,800.00 | \$ 23,400.00 |
| | | | | | |
| | <u>Sidewalks</u> | | | | |
| 1 | 4" Concrete Sidewalk Over 2" Base | 13860 | SF | \$ 6.50 | \$ 90,090.00 |
| | | | | | |
| | <u>Dry Utilities</u> | | | | |
| 1 | Dry Utilities Trenching (Ex, Bed, and Backfill Only) | 18018 | LF | \$ 8.00 | \$ 144,144.00 |
| | | | | | |
| | <u>Signage, Striping, Mailboxes, street lighting</u> | | | | |
| 1 | Street Signs | 7 | EA | \$ 850.00 | \$ 5,950.00 |
| 2 | Concrete Mailbox Pad | 2 | EA | \$ 500.00 | \$ 1,000.00 |
| 3 | Street light | 8 | EA | \$ 1,000.00 | \$ 8,000.00 |
| 4 | Striping | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| 5 | Street Trees | 43 | EA | \$ 600.00 | \$ 25,800.00 |

Total of Bid Schedule

\$ 1,889,017.50

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Ashlar Ranch

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

VS Development, LLC

FOR

Ashlar Ranch

CONSTRUCTION DRAWINGS

Plans Titled: **Aslar Ranch Subdivision Improvement Plans**

Dated: **5/30/2023**

By: **Olson Engineering**

Sheets 1 through 23

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

VS Development, LLC

FOR

Ashlar Ranch

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

Ashlar Ranch

| <u>Week</u> | <u>Activity</u> |
|-------------|---|
| 1 | <i>Mobilize (START DATE TO BE DETERMINED)</i> |
| 2 | <i>Strip Site</i> |
| 3 | <i>Strip Site</i> |
| 4 | <i>Strip Site</i> |
| 5 | <i>Sewer Main</i> |
| 6 | <i>Sewer Main</i> |
| 7 | <i>Water Main</i> |
| 8 | <i>Water Main</i> |
| 9 | <i>Testing</i> |
| 10 | <i>Subgrade</i> |
| 11 | <i>Subgrade</i> |
| 12 | <i>Curb Prep</i> |
| 13 | <i>Curb Pour</i> |
| 14 | <i>Sidewalk Prep</i> |
| 15 | <i>Sidewalk Pour</i> |
| 16 | <i>AC Prep</i> |
| 17 | <i>Pave Project</i> |
| 18 | <i>Signage and Clean up</i> |

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

VS Development, LLC

FOR

Ashlar Ranch

ENGINEERING SERVICES FEE SUMMARY

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

27 Lots X \$350.00 = \$ **9,450.00**

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

VS Development, LLC

FOR

STREET LIGHT CHARGES

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

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

Street light type: **Cobra Head**

4 lights X 12 months X \$ 35.00 per month = \$ 1,680.00

Street light type: **Town & Country**

3 lights X 12 months X \$ 25.25 per month = \$ 909.00

TOTAL = \$ 2,589.00

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

VS Development, LLC

FOR

Ashlar Ranch

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

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

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

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

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

SEWER CAP FEES

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

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

VS Development, LLC

FOR

Ashlar Ranch

 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

VS Development, LLC

FOR

Ashlar Ranch

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Steven P. Soltys, P.E.**

ENGINEERING FIRM: **Olson Engineering**

ADDRESS: **P.O. Box 1894**

CITY: **Post Falls** STATE: **ID** ZIP: **83877**

PHONE NO.: **208-640-1584**

E-MAIL ADDRESS: **ss@oecivil.com**

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

VS Development, LLC

FOR

Ashlar Ranch

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

VS Development, LLC

FOR

Ashlar Ranch

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

VS 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: 06/06/2023

DATE: 05/31/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Warren Wilson
SUBJECT: Intergovernmental Agreement with City of Hayden for Prosecution Services

ITEM AND RECOMMENDED ACTION:

Staff requests that the City Council approve the 2023 Intergovernmental Agreement for Prosecution Services with the city of Hayden.

DISCUSSION:

City prosecution staff have been providing prosecution services for the city of Hayden for two years. Staff reviews this agreement annually to ensure that the City is adequately compensated for the services provided and to ensure that we are treating both Hayden and Rathdrum equitably for the services that we provide. This year staff negotiated an increase in the prosecution contracts for both Hayden and Rathdrum increases the compensation to the City to approximately \$70,000 annually from each city. The Rathdrum agreement was previously approved and executed.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Approving the agreement will net the City an additional \$15,000 to offset the time City prosecution staff spends providing prosecution services for the City of Hayden.

BUDGET CODE:

N/A

2023 INTERGOVERNMENTAL AGREEMENT TO PROVIDE PROSECUTION SERVICES

This AGREEMENT, is entered into by and between the city of Hayden, hereinafter referred to as "HAYDEN" and the city of Post Falls, hereinafter referred to as "POST FALLS" to replace an Agreement between the parties executed by HAYDEN on June 28, 2022 and executed by POST FALLS on August 8, 2022.

WHEREAS, HAYDEN desires to enter into a contract with POST FALLS for the performance of misdemeanor and infraction prosecution, and related administrative/civil hearings, for offenses that occur within the corporate limits of HAYDEN, and

WHEREAS, POST FALLS agrees to render such services under the terms and conditions set forth herein, and

WHEREAS, this Agreement is authorized and provided for by the provisions of Idaho Code Sections 50-208A and 67-2332.

NOW, THEREFORE, the parties hereto agree as follows:

1. PROSECUTION SERVICES: POST FALLS agrees to employ, furnish, and supply all necessary personnel together with their equipment, supplies, and supervision, records, and record keeping, and such other items as are reasonably necessary to provide prosecution of infraction and misdemeanor state and municipal law violations occurring within the corporate limits of the Hayden, and related administrative/civil hearings.
 - a. The service shall include criminal misdemeanor and infraction offenses and all other related proceedings, including, but not limited to, BAC hearings, arraignments, probable cause hearings, suppression hearings, show cause hearings, sentencing hearings, and preparation of complaints. Prosecution shall include enforcement of state laws and Hayden city codes/ordinances.
 - b. POST FALLS will use its best effort to provide the highest quality legal services necessary to meet Hayden's needs. The level of service will be equivalent to the service provided by POST FALLS for citations issued by POST FALLS police officers or sworn complaints issued on behalf of POST FALLS. The prosecution duties will be performed in accord with standards of professional conduct in the legal profession. In accordance with such standards, time is of the essence in performance with the terms of this Agreement.
 - c. The personnel used by POST FALLS to perform the prosecution and support services are under the jurisdiction and control of POST FALLS while rendering the services.
 - d. POST FALL'S personnel will prepare all necessary documents relating to prosecution services. All documents and notes in the POST FALLS prosecution staff files

will remain the property of POST FALLS. However, HAYDEN has the right to view and obtain copies of all such documents and paperwork.

e. POST FALLS will provide a quarterly report accounting for the cases and hearings attended by POST FALLS prosecutors while providing the services under this agreement.

f. POST FALLS prosecutors will be available by telephone and in person to advise HAYDEN police officers in the field regarding issues relating to service of warrants, arrest procedures, and charging decisions.

g. HAYDEN agrees to forward to POST FALLS' prosecution staff copies of police reports, arrest and citation records, and criminal records checks necessary to provide effective prosecution.

2. EMPLOYEES OF POST FALLS: It is agreed that all employees of POST FALLS will remain employees of POST FALLS for all purposes, including the payment of wages and benefits and the coverage of insurance, including worker's compensation. It is agreed that HAYDEN will not be liable for compensation or indemnity to any of the employees of POST FALLS for injuries or sickness arising out of the performance of this agreement, and POST FALLS hereby agrees to indemnify and hold harmless HAYDEN from any liability of such a claim.

3. GENERAL LIABILITY: POST FALLS agrees to hold harmless and indemnify HAYDEN from any and all liability arising solely from the acts or omissions of POST FALLS' employees in providing the prosecution services rendered under this Agreement.

4. INSURANCE: POST FALLS agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$500,000. POST FALLS shall provide proof of liability coverage as set forth above to HAYDEN at the request of HAYDEN.

5. ADMINISTRATION: Each of the parties will designate in writing, within ten (10) days at the commencement of this Agreement, an employee to be its administrator of this Agreement for the purpose of coordinating the efforts of employees of HAYDEN and the employees of POST FALLS in requesting and performing the prosecution services. All communications between the parties with regard to this Agreement and the providing of prosecution services will be made between these designated parties, or their designee. Either party may change its designated administrator during the term of this Agreement by providing the other party written notice of that change. Each party agrees to provide full cooperation and assistance to the other, so as to facilitate the performance of this Agreement.

6. COMPENSATION: As compensation for the prosecution services provided by POST FALLS, HAYDEN hereby agrees to pay to POST FALLS the sum of \$5,833.00 per month. The parties agree to review the compensation on an annual basis, at least ninety (90) days prior to the adoption of each party's annual budget. The amount of this compensation may be modified or amended only by an agreement in writing.

7. TERM OF AGREEMENT: This Agreement shall be effective commencing on the 1st day of October 2023 and continue in full force and effect until terminated by either party with thirty (30) day's written notice. Both parties agree to attempt to keep the other informed of the status of performance in order that mutually acceptable performance can be achieved.

8. RECITALS: The above and foregoing recitals shall be considered a part of this Agreement for all purposes and interpretations.

9. ANNUAL MEETING: Representatives from both POST FALLS and HAYDEN shall make themselves or their representatives available for joint meetings as may be requested by either party for the purpose of resolving any issues which may arise in the administration and execution of this Agreement. On or before May 1 of each year, both parties shall meet annually to evaluate the program and discuss any concerns.

IN WITNESS WHEREOF, the parties have adopted this Agreement by its governing bodies and this Agreement has been signed and attested by the authorized officials of each party.

POST FALLS:

HAYDEN:

Ronald G. Jacobson, Mayor

Scott Forssell, Mayor

Date: _____

Date: May 24, 2023

ATTEST:

Shannon Howard, City Clerk

Abbi Sanchez, City Clerk

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 06/06/2023

DATE: 05/31/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Greg McLean

SUBJECT: To enter into a Memorandum of Understanding with the Idaho Attorney General for a fully funded certified officer to investigate crimes against children

ITEM AND RECOMMENDED ACTION:

The Idaho Attorney General's Office wishes to enter into a MOU to fully fund (loaded wages) a certified Police Officer to investigate internet crimes against children. The Attorney General's office will provide the loaded wages, overtime, software and a computer.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

MEMORANDUM OF UNDERSTANDING

The Office of the Idaho Attorney General ("OAG") and the POST FALLS Police Dept ("Agency") hereby agree and understand as follows:

I. RECITALS

1. In its 2013 session, the Idaho Legislature amended Idaho Code § 67-1401 and enacted Idaho Code § 67-1410. With an effective date of July 1, 2013, Idaho Code §§ 67-1401(16) and 67-1410 established an Internet Crimes Against Children ("ICAC") Unit within the OAG. Pursuant to these statutes:

A. The ICAC Unit is authorized to conduct a statewide program for the investigation and prosecution of Internet-based crimes against children.

B. The ICAC Unit will be under the exclusive control of the OAG.

C. The OAG may receive assistance for the ICAC Unit from, or enter into written agreements with, any law enforcement agency or prosecutor and may renew, suspend or revoke any such agreements at any time.

D. The OAG may designate law enforcement officers employed by local law enforcement agencies or by the State of Idaho to serve as ICAC Task Force Agents ("Task Force Agent"). Pursuant to Idaho Code § 67-1410(6), the ICAC Unit will have peace officer powers and the authority to investigate Internet-based crimes against children and make arrests throughout Idaho. The ICAC Unit will serve solely at the discretion and will of the OAG. Designation of a commissioned law enforcement officer to serve as a Task Force Agent does not constitute employment by the OAG or otherwise create a property right to which due process applies.

E. The OAG may employ attorneys, investigators and others for the ICAC Unit and may adopt rules necessary to implement the duties and responsibilities set forth in Idaho Code §§ 67-1401(16) and 67-1410.

2. The mission and goals of the ICAC Unit are:

A. To investigate, deter, apprehend and prosecute persons committing Internet-based crimes against children.

B. To provide assistance to local agencies in their investigation and prosecution of Internet-based crimes against children and other crimes involving sexual abuse of children.

C. To train local law enforcement and prosecutors, with the goal of providing a network of trained investigators, forensic examiners and prosecutors throughout the state.

D. To introduce statewide standards for investigations, forensic exams and prosecution of Internet-based crimes against children.

E. To implement crime prevention measures, such as training and community outreach to parents, educators and law enforcement.

F. To coordinate with local, state and federal agencies to maximize resources and efficiency.

G. To maintain records and statistics of ICAC Unit activities, including: number of referrals received for investigation; cases referred to outside agencies; investigations conducted; prosecutions pursued and sentences imposed.

3. In furtherance of these goals and the OAG's statutory responsibilities under Idaho Code §§ 67-1401(16) and 67-1410, the OAG contemplates that:

A. An OAG-employed investigator designated by the Chief of the OAG Criminal Law Division will serve as the ICAC Unit's Lead Investigator/ICAC Commander ("ICAC Commander"). The ICAC Commander will be responsible for oversight, coordination and direction of the ICAC Unit. The ICAC Commander, or his/her designee(s), will prioritize cases to be investigated by the ICAC Unit, administer state and federal grants, develop ICAC Unit policies and procedures and introduce statewide standards for investigation of Internet-based crimes against children.

B. OAG-employed investigators designated by the Chief of the OAG Criminal Law Division will serve as the ICAC Unit's Senior Investigators/Operational Coordinators ("Operational Coordinators"). The Operational Coordinators will report to the ICAC Commander and act in his/her place in the ICAC Commander's absence. The Operational Coordinators will have oversight of all operations related to the ICAC Unit, including: investigations; training; outreach and educational programs and maintenance of appropriate records as directed by the ICAC Commander and required by state or federal laws.

C. The OAG may assign one or more designated personnel to oversee individual ICAC Unit operations or categories of operations undertaken by the ICAC Unit.

D. The OAG will employ forensic analysts to assist in the examination and analysis of computer-related evidence for the ICAC Unit. These analysts may be assigned additional duties as needed to further the mission of the OAG. The

number of analysts may vary from time to time, depending on ICAC Unit needs and budgetary factors.

E. The OAG will provide administrative support for the ICAC Unit, as budgetary factors allow.

F. ICAC Task Force Agents may, at the discretion of the OAG, be designated to work at the ICAC Unit headquarters in Boise, Idaho, or in their own agencies.

G. The OAG may hire additional employees to work in or support the ICAC Unit, as ICAC Unit needs and budgetary factors allow.

4. The Agency desires to participate, and the OAG desires that the Agency participate in the ICAC Unit, by assignment of one or more of the Agency's employees, who shall be designated as an ICAC Task Force Agent(s), as evidenced by the signature of authorized representatives of the OAG and the Agency appended hereto.

Based on the foregoing, it is hereby agreed as follows:

II. AGREEMENT OF UNDERSTANDING

1. **Designation of ICAC Task Force Agent:** The Agency shall assign an Agency employee identified in Appendix A hereto, and the OAG shall designate the same as an ICAC Task Force Agent to work in the ICAC Unit. Any Task Force Agent assigned to the ICAC Unit shall be mutually agreed upon by both parties and comply with the mental health assessment as set forth in Appendix D hereto.

2. **Time for Performance:** The Task Force Agent shall work with the ICAC Unit during the times set forth in Appendix A hereto, or until this Memorandum of Understanding ("MOU") is terminated by the OAG or the Agency.

3. **Scope of Work:** As a designated Task Force Agent, the Task Force Agent may be required to perform various duties, including, but not limited to, the following:

A. Conducting and assisting in all phases of investigation by the ICAC Unit, including investigation, undercover operations, monitoring Internet sites, responding to CyberTips, preparation and execution of search warrants, apprehension and arrest of suspects, forensic analysis, assistance to prosecutors, testimony in court, and other duties as assigned pertaining to investigating Internet-based crimes against children.

B. Assisting federal, state and local law enforcement agencies with investigations and prosecution of Internet-based crimes against children.

C. Assisting in public education and community outreach initiatives, including, but not limited to, interaction with schools, school boards and civic groups, distributing education materials, and providing training to those interested in giving Internet safety presentations.

D. Developing policies and procedures for the ICAC Unit and standards for investigation and prosecution of Internet-based crimes against children statewide.

E. Maintaining records of referrals, cases, prosecutions, convictions, and other matters, as directed by the OAG.

F. Other work that furthers the duties and goals of the ICAC Unit as set forth herein.

4. Location and Assignment of Work: For purposes of this MOU, the Task Force Agent shall work at the location designated in Appendix A hereto. Assignments of cases to ICAC personnel shall be at the discretion of the ICAC Commander, or his/her designee(s).

5. Financial and Budgetary Support: The OAG shall provide financial and budgetary support for the ICAC Unit. No expenditure of ICAC funds may be made without pre-approval by the OAG.

6. Equipment: The Agency, at its sole expense, shall furnish the Task Force Agent designated in Appendix A hereto with the equipment that the Agency has agreed to furnish, as listed in Appendix B hereto. The OAG, at its sole expense, shall furnish the Task Force Agent designated in Appendix A hereto with the equipment that the OAG has agreed to furnish, as listed in Appendix B hereto. Property utilized in ICAC Unit activities shall be maintained in accordance with the policies and procedures of the agency supplying the equipment.

7. Number of Hours Worked – Overtime:

A. The OAG and the Agency contemplate that the Task Force Agent shall work the number of hours per week set forth in Appendix A hereto. Additional hours worked on ICAC matters shall be approved in advance by the ICAC Commander.

B. For purposes of this MOU, hours worked on ICAC matters shall include training necessary to retain peace officer certification and mental and physical fitness evaluations and requirements of the Task Force Agent's employment with the Agency. Hours worked on ICAC matters shall not include time worked on non-ICAC investigative, administrative, or other matters for the

Agency, and shall not include specialized training in matters not directly related to the ICAC Unit's mission and goals.

C. All payment for overtime worked by the Task Force Agent on ICAC matters shall be paid from the federally-funded ICAC grant, upon pre-approval by the ICAC Commander.

8. Time Records: The Task Force Agent shall timely maintain and submit to his/her local law enforcement agency written records of the hours actually worked for the ICAC Unit, including a description of the matters worked on and type of work performed. The Agency shall review and approve such records and submit them to the OAG for reimbursement, monthly, pursuant to paragraph 11.10.

9. Work for the Agency: The Task Force Agent shall work on non-ICAC Unit matters for the Agency at the request of the Agency, with advance notice to the OAG. The Agency will not be reimbursed by the OAG for time worked by the Task Force Agent on non-ICAC Unit matters.

10. Payment of Salaries and Costs:

A. The OAG shall pay the Agency at the rate stated in Appendix A hereto, to reimburse the Agency for the work of the Task Force Agent on ICAC matters. Such payment shall be made pursuant to the schedule set forth in Appendix A hereto. Reimbursement shall only be for hours actually worked on ICAC-related matters as stated in this MOU.

B. The OAG shall reimburse the Agency for agreed-upon costs or directly pay costs, as identified in Appendix C hereto.

11. Employment Status of the Task Force Agent: In accordance with Idaho Code § 67-1410(3), the OAG shall have exclusive control of the ICAC Unit. However, the Task Force Agent, in performing work pursuant to this MOU for the ICAC Unit and for all other purposes, shall remain an employee of the Agency and subject to Agency supervision and shall not be an employee of the OAG. The Task Force Agent will be subject to the laws, regulations, policies, and personnel rules applicable to the Agency and will continue to report to the Agency for non-ICAC administrative and other matters not detailed in this MOU. Conduct outside the scope of the Task Force Agent's duties and assignments under this MOU shall not fall within the oversight of the OAG or the OAG employees identified herein.

12. Federal, State and Local Taxes: The Task Force Agent will be paid directly by his/her local law enforcement agency. Accordingly, the OAG will not withhold any federal, state, payroll or other taxes from reimbursement payments made to the local law enforcement agency. All payroll deductions and withholding or payment of all taxes shall be the responsibility of the Agency and the Task Force Agent.

13. Benefits: Because the Task Force Agent is not an employee of the OAG, he/she is not eligible for, nor entitled to, and shall not participate in, the State of Idaho's pension, health or other benefit plans as an OAG employee.

14. Workers' Compensation: The OAG will not obtain workers' compensation insurance for a non-OAG Task Force Agent. The Agency agrees to obtain workers' compensation coverage as required by law for the Task Force Agent. The Agency shall furnish a copy of his/her certificate of workers' compensation insurance covering the Task Force Agent to the OAG upon request.

15. Workplace Conduct: If the Task Force Agent is assigned to work in any location under the control of the OAG or the State of Idaho, the Task Force Agent shall abide by all policies of the OAG or the State of Idaho regarding workplace conduct. The OAG shall provide the Task Force Agent a copy of the portion of the OAG's Employee Handbook dealing with workplace conduct upon designation as an ICAC Task Force Agent. For all other purposes, the Task Force Agent shall be subject to the workplace policies of the Agency.

16. Termination: Either party may, in its sole discretion, immediately terminate this MOU in its entirety, or as to any individual designated as a Task Force Agent, upon written notice to the other party. In the event of termination, the Task Force Agent shall promptly discontinue all work, unless directed otherwise. The Task Force Agent and the Agency shall promptly return to the OAG any equipment or property owned by the OAG or furnished pursuant to this MOU, any passes, cards or identification for parking or building access, and all data, reports, estimates, summaries or other information or materials as may have been accumulated by the Task Force Agent or the Agency in performance of the MOU, whether completed or in process.

17. Investigations and Prosecutions: It is anticipated that the ICAC Unit will be referred cases for investigation and that it will receive requests for assistance with local investigations. In order to facilitate the most efficient use of investigative and prosecutorial resources, the OAG and the Agency agree as follows:

A. The ICAC Commander, or his/her designee(s), will prioritize cases for investigation and assistance.

B. The ICAC Commander, or his/her designee(s), will prioritize cases for prosecution. A determination will be made on a case-by-case basis whether the prosecution of cases developed through ICAC Unit investigations will be referred to a county prosecutor or a federal prosecutor. In making this determination, the ICAC Commander may consult with local and federal prosecutors.

18. Use of Force:

A. **Firearms and Deadly Force:** The Task Force Agent will follow the Agency's policies concerning firearms and use of deadly force.

B. **Less-Than-Lethal Devices:** The Task Force Agent will follow the Agency's policies concerning less-than-lethal devices. The Agency will ensure that while the Task Force Agent is participating in ICAC Unit operations, the Task Force Agent will carry only those less-than-lethal devices that the Agency has issued to the Task Force Agent and for which the Task Force Agent has been trained in accordance with the Agency's policies.

19. Work Product, Information Sharing and Records:

A. All documents, including, but not limited to, policies, procedures, standards and other documents prepared by or with the assistance of the Task Force Agent for the ICAC Unit are public records, are owned by and for the exclusive use of the OAG and shall not be disclosed to any person without the prior written consent of the OAG.

B. Investigation reports prepared by the Task Force Agent shall be prepared and maintained in compliance with the OAG's existing policy and procedure, subject to additional numeric or other identification for the use and reference of the ICAC Unit.

C. No information possessed by the ICAC Unit regarding potential, ongoing or closed investigations, including information involving potential or actual crime victims, shall be disseminated by the Task Force Agent, without the approval of the ICAC Commander or the assigned prosecutor and in accordance with applicable state and federal laws and the internal regulations, policies or procedures of the ICAC Unit. Any unauthorized release of information shall be immediately reported to the ICAC Commander, Chief Investigator, or Criminal Law Division Chief.

D. Public records requests directed to the ICAC Unit shall be processed through the OAG. Public records requests directed to the Agency shall be processed by the Agency.

E. At the direction of the ICAC Commander or OAG Chief Investigator, the Task Force Agent shall prepare periodic summaries or reports of his/her work with the ICAC Unit and submit them to the Chief Investigator, for the OAG's records and for dissemination to agencies participating in the ICAC Unit.

20. Media: The Agency and the OAG agree that all media contact regarding ICAC Unit activities shall be mutually agreed upon and coordinated according to the OAG and the Agency guidelines. Press releases shall be pre-approved by the

OAG's Public Information Officer, the OAG Chief Investigator, the ICAC Commander and the OAG Criminal Law Division Chief.

21. No Authority to Bind the OAG: The Task Force Agent shall have no authority to enter into contracts or agreements on behalf of the OAG. This MOU does not create a partnership between the OAG and the Agency or Task Force Agent and nothing herein shall be interpreted to create an employer-employee, master-servant or principal-agent relationship between the OAG and the Task Force Agent in any respect.

22. Limitations: Nothing in this MOU shall be construed as limiting or expanding the statutory or regulatory authority or responsibilities of the OAG or the Agency, or limiting the OAG or the Agency in the performance of functions granted to them by law, or as requiring the OAG or the Agency to expend any sum in excess of its respective appropriation. All provisions of this MOU are subject to the laws, ordinances, rules and regulations applicable to the OAG and the Agency respectively.

23. Fiscal Necessity and Non-Appropriation: The OAG is a governmental entity, and the OAG and the Agency agree and understand that the OAG's payments herein provided for shall be paid from Idaho state legislative appropriations and that the Legislature is under no legal obligation to make appropriations to fulfill this MOU. This MOU shall in no way or manner be construed so as to bind or obligate the OAG or the State of Idaho beyond the term of any particular appropriation of funds by the Idaho Legislature as may exist from time to time.

24. Liability: The OAG and the Agency shall be responsible and liable only for the acts and omissions of their own officers, agents and employees in connection with performance of their duties under this MOU. All acts and omissions of the Task Force Agent in connection with his/her performance of duties under this MOU shall be the responsibility of the Task Force Agent and the Agency. In the event of a liability claim, the OAG and the Agency shall each defend their own interests. Neither the OAG nor the Agency indemnifies one another. Nothing in this MOU shall be construed to confer on any other person or party any rights, remedies, obligations or liabilities under this MOU.

25. Confidentiality: The OAG and the Agency agree and understand that any confidential information pertaining to investigations of Internet-based crimes against children shall be held in strictest confidence and will only be shared within the ICAC Unit or with other law enforcement agencies where necessary or as otherwise permitted by state and federal law.

26. Legal Compliance: In performance of this MOU, the OAG and the Agency agree to comply with all applicable requirements of state and federal statutes, rules and regulations.

27. **Non-Assignment:** Neither party to this MOU may assign or delegate its rights or duties herein to any third party.

28. **Modification or Amendment of MOU:** The OAG and the Agency understand that matters not presently contemplated in this MOU will necessarily be involved in the future administration of this MOU. This MOU may be modified in writing by the agreement of the OAG and the Agency at any time. Appendixes hereto may be modified in writing by agreement of the parties at any time to provide for changes in personnel, reimbursement rates and provided equipment while the MOU remains in effect. No change or modification to this MOU shall be valid unless it is in writing and signed by both the OAG and the Agency.

29. **Notices:** Any notice given in connection with this MOU shall be in writing and shall be delivered, either by hand to the other party, or by certified mail, postage prepaid, return receipt requested, to the addressee provided below or his/her successor, or by e-mail to the e-mail address listed below. Notice shall be deemed delivered immediately upon personal service or e-mail, or forty-eight (48) hours after depositing notice in the United States mail. Either party may change its address by giving written notice of the change to the other party.

TO: Name: _____
Division Chief, Criminal Law Division
Office of the Attorney General
700 W. State Street, 4th Floor
P.O. Box 83720
Boise, ID 83720-0010
E-mail: _____

TO: Name: Greg McLean
Title: Chief of Police
Agency: POST FALLS POLICE DEPT
Address: 1717 E POLSTON AVE
POST FALLS ID
Email: gmclean@postfallspolice.gov

30. **Counterparts:** This MOU may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

31. **Effective Date:** This MOU, including Appendices A through D, supersedes all previous MOUs and shall be in full force and effect from the date of the last signature affixed below.

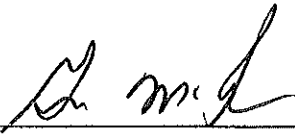
Signature: _____

_____ Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: 

5-23-23
Dated

Name: Greg McLean Agency Head

Title: Chief of Police

Agency: POST FALLS POLICE DEPT.

**APPENDIX A
MEMORANDUM OF UNDERSTANDING**

TASK FORCE AGENT

AGENCY: POST FALLS police Dept

Pursuant to the foregoing Memorandum of Understanding, the Agency hereby assigns to the OAG's ICAC Unit and the OAG hereby designates as an ICAC Task Force Agent, the following employee of the Agency, who shall serve for the time and at the location indicated. The OAG shall reimburse the Agency at the rate indicated for actual hours worked as a Task Force Agent related to ICAC Unit activities.

I. Employee

Agency Employee Name/Title: _____

Agency Supervisor/Title: _____

Effective dates of designation as Task Force Agent: _____ to _____

Location assigned: _____

Hours per week: 40 hours per week + pre-approved overtime

Effective date of the reimbursement rates reflected below: _____

| Hourly Rate | FICA | FICA MED | Unemployment | Workers Comp | PERSI | Disability | Medical/Dental/Vision | Life Insurance |
|-------------|------|----------|--------------|--------------|-------|------------|-----------------------|----------------|
| | | | | | | | | |

| |
|--------------------------------|
| Total Annual Salary & Benefits |
| |

| |
|--------------------------|
| Total Loaded Hourly Rate |
| |

| |
|-----------------------------|
| Total Loaded OT Hourly Rate |
| |

II. Method of Reimbursement:

The OAG shall reimburse Agency, per Section II, paragraphs 8 and 10 of the MOU. Timesheets and an invoice are to be sent to the OAG monthly by Agency. Appendix A will be updated as needed to reflect changes in reimbursement rate or personnel. Any changes to either shall be submitted, unsigned, to the OAG at least 30 days in advance and include all applicable financial information. Change of personnel shall further include dates of resignation and appointment, with no overlap, to facilitate a seamless transition.

III. Overtime Rate:

The overtime reimbursement rate is to be calculated using actual Agency outlays and shall not include fixed expenses that do not increase with the amount of hours worked (e.g., medical insurance).

Signature: _____

_____ Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: Greg McLean _____
Agency Head

5.23.23
Dated

Name: Greg McLean _____

Title: chief of police _____

Agency: PAST FALLS POLICE DEPT _____

APPENDIX B
MEMORANDUM OF UNDERSTANDING
EQUIPMENT

AGENCY: POST FALLS Police Dept

I. EQUIPMENT TO BE FURNISHED BY THE OAG:

Hardware and software used for ICAC investigations housed at the OAG and issued to Task Force Agent (e.g., lap-top computer, desktop computer, copier, printer, computer software, etc.)

Unless otherwise agreed to in writing, equipment furnished by the OAG will remain the OAG's property and shall be returned to the OAG at the conclusion of the Task Force Agent's work for the ICAC Unit.

II. EQUIPMENT TO BE FURNISHED BY THE AGENCY:

Police issue equipment (e.g., uniforms, firearms, ballistic vests, vehicles, etc.)

Signature: _____

_____ Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: GMH _____

5/23/23
Dated

Name: Greg McLean _____ Agency Head

Title: chief of police _____

Agency: POST FALLS Police Dept _____

APPENDIX C
MEMORANDUM OF UNDERSTANDING
COSTS

AGENCY: POST FALLS Police Dept.

I. **COSTS TO BE REIMBURSED TO THE AGENCY:**
(Detail any costs to be reimbursed or indicate "Not Applicable")

Method of Reimbursement:

II. **COSTS TO BE PAID DIRECTLY BY THE OAG:**
(Indicate any costs to be paid or indicate "Not Applicable")

Costs as outlined in Appendix A.

Signature: _____

Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: Greg McLeod

5/23/23

Name: Greg McLeod Agency Head

Dated

Title: Chief of Police

Agency: POST FALLS Police DEPT

APPENDIX D
MEMORANDUM OF UNDERSTANDING
MENTAL HEALTH

Purpose:

To bring suspects to prosecution, Internet Crimes Against Children (ICAC) investigations routinely require Task Force Agents to view and describe images and videos of children being sexually abused, raped, tortured, and violated by adults. The repeated viewing and description of these traumatic events can inflict a significant mental toll on ICAC Task Force Agents and has the potential to lead to long-term mental health problems for the Task Force Agents. In an effort to proactively protect the mental health, wellness, and resiliency of ICAC Task Force Agents within the ICAC Unit, the Office of the Attorney General (OAG) requires Task Force Agents to participate in comprehensive and integrated quarterly resiliency visits, both individually and as a unit.

Procedure:

1. Mental health evaluations will be performed by a qualified specialized clinical psychologist selected by the OAG.
2. The required quarterly resiliency visits will consist of the following:
 - a. Group debriefing – up to 4 hours
 - i. Options to process emotional experiences related to job duties (i.e., viewing graphic material related to child victimization, offender/victim interviews, operational execution, etc.)
 - ii. Psychoeducation on secondary trauma, vicarious trauma, compassion fatigue, and suicide
 1. Early warning signs
 2. Assessment tools
 3. Interventions
 - iii. Current evidence-based practices to decrease trauma symptoms including, but not limited to:
 1. Intrusive thoughts or images
 2. Sleep difficulty
 3. Memory impairment
 4. Difficulty with sustained attention and concentration
 5. Increased aggression and/or anger
 6. Poor emotion regulation
 7. Increased substance use
 8. Relational challenges (i.e., marital conflict, divorce, parenting difficulty, etc.)

- b. Individualized debriefing to address the same issues addressed in the group debriefing in a more confidential and personalized manner – up to 1 hour per Task Force Agent
- 3. If a Task Force Agent requests to be removed from the ICAC Unit as a result of counseling at a resiliency visit, the Task Force Agent may not work within the ICAC Unit and the Agency will make reasonable efforts to place the Task Force Agent in a comparable position within the Agency. The Agency will then explore a suitable replacement for the Task Force Agent.
- 4. The resiliency visits will take place in a location designated by the OAG.

Costs:

Costs for the resiliency visits, travel, and accommodations will be paid by the OAG.

IN WITNESS THEREOF, the respective parties hereby give their consent and do execute Appendix D.

Signature: _____

_____ Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: GM _____

5/22/23
_____ Dated

Name: Greg McLean _____ Agency Head

Title: chief of police _____

Agency: POST FALLS POLICE DEPT _____

Signature: _____

_____ Dated

Name: _____ Task Force Agent

Title: _____

Agency: _____

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 06/06/2023

DATE: 05/31/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner
SUBJECT: ClearGov budgeting software

ITEM AND RECOMMENDED ACTION:

If approved, Council authorizes the Mayor to execute the proposal between ClearGov and the City.

There is funding available in the current fiscal year budget. American Rescue Plan Act (ARPA) funds are permitted to be used.

DISCUSSION:

The Finance department has been looking for solutions to streamline the annual budgeting process. The prior years budgets have been compiled using paper documents for department requests and Finance summarized the budget items in Excel. Most recently, Finance teamed up with the IT department to use SharePoint. As the budget process progressed and as the City continues to grow in requests, it was clear that a better solution was needed. Finance contacted other jurisdictions and attended the Government Finance Officers Association for contacts. ClearGov provided a presentation to the Finance department and then it was clear that the other department heads needed to weigh in on the decision. ClearGov is robust enough to provide multiple year budgeting in both capital and personnel forecasts. In addition, ClearGov works with the city's current accounting software to export and import budget data to avoid errors.

ClearGov Operational Budgeting

- A robust, yet simple-to-use budgeting solution that is specifically tailored to the needs of local governments to streamline the budgeting process.
- Enables finance teams to easily collaborate in real time
- Eliminates spreadsheet errors
- Provides visual dashboards for all funds summary and budget to actuals
- Enables end-of-year projections and fund balance analytics

ClearGov Personnel Budgeting

- A filterable personnel dashboard provides a birds-eye view of your headcount budget and enables you to visually compare unlimited personnel budgeting scenarios
- Automated workflows streamline position and reclassification requests
- Create salary and benefits plans for up to 20 years
- Analyze the effects of salary/benefit adjustments for more informed union negotiations
- Create and export custom reports to share your personnel budget internally and externally

ClearGov Capital Budgeting

- Utilize built-in templates to easily create customized capital request forms
- Automated workflows collect, organize and present capital requests in an intuitive dashboard

with the ability to filter by department, funding source, request type and more

- Leverage capital request template forms and create custom forms
- Create unlimited multi-year scenario plans to optimize capital utilization
- Score and rank capital requests based on custom criteria to prioritize requests

ClearGov Digital Budget Book

- The easiest and fastest way to build an award-winning budget book
- Automatically generates a professionally formatted template that's pre-populated with your financials, capital request data, charts, and more
- Let's you and your team work collaboratively to fill in the details
- Built to GFOA guidelines, optimized to ADA standards and designed to be mobile-friendly

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$11,700 for FY 2023 and \$50,375 for FY 2024

BUDGET CODE:

001-414.0000.66012



Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

| | |
|----------------------|----------------------|
| Created by | Michael Lepore |
| Contact Phone | 781-254-5044 |
| Contact Email | mlepore@cleargov.com |

| | |
|---------------------------------|---------------------|
| Order Date | Mar 29, 2023 |
| Order valid if signed by | May 30, 2023 |

| Customer Information | | | | | |
|----------------------|-----------------------|----------------|--------------------|------------------------|-------------------------|
| Customer | Post Falls, ID | Contact | Ronald G. Jacobson | Billing Contact | Jason Faulkner |
| Address | 408 N. Spokane Street | Title | Mayor | Title | Finance Director |
| City, St, Zip | Post Falls, ID 83854 | Email | | Email | jfaulkner@postfalls.gov |
| Phone | (208) 777-4504 | | | PO # (If any) | |

| The Services you will receive and the Fees for those Services are... | | | |
|---|--|------------------|---------------------|
| Set up Services | | Tier/Rate | Service Fees |
| ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions | | Tier 4 | \$ 18,000.00 |
| ClearGov Setup Bundle Discount: Discount for bundled solutions | | Tier 4 | \$ (6,300.00) |
| Total ClearGov Setup Service Fee - Billed ONE-TIME | | | \$ 11,700.00 |
| Subscription Services | | Tier | Service Fees |
| ClearGov Operational Budgeting - Civic Edition | | Tier 4 | \$ 24,000.00 |
| ClearGov Personnel Budgeting - Civic Edition | | Tier 4 | \$ 21,800.00 |
| ClearGov Capital Budgeting - Civic Edition | | Tier 4 | \$ 17,300.00 |
| ClearGov Digital Budget Book - Civic Edition | | Tier 4 | \$ 14,400.00 |
| ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions | | Tier 4 | \$ (27,125.00) |
| Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE | | | \$ 50,375.00 |

| ClearGov will provide your Services according to this schedule... | | | |
|---|-------------|--------------|--------------------------------|
| Period | Start Date | End Date | Description |
| Setup | Jul 1, 2023 | Jul 1, 2023 | ClearGov Setup Services |
| Initial | Oct 1, 2023 | Sep 30, 2026 | ClearGov Subscription Services |

| To be clear, you will be billed as follows... | | |
|--|---------------------|---|
| Billing Date(s) | Amount(s) | Notes |
| Jul 1, 2023 | \$11,700.00 | One Time Setup Fee |
| Oct 1, 2023 | \$50,375.00 | Annual Subscription Fee |
| Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein. | | |
| Billing Terms and Conditions | | |
| Valid Until | May 30, 2023 | Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date. |
| Payment | Net 30 | All invoices are due Net 30 days from the date of invoice. |
| Initial Period Rate Increase | 3% per annum | During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount. |
| Rate Increase | 6% per annum | After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount. |

General Terms & Conditions

| | |
|--|--|
| Customer Satisfaction Guarantee | During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees. |
| Statement of Work | ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. |
| Taxes | The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes. |
| Term & Termination | Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. Provided, however, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term. |
| Auto-Renewal | After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an " Annual Term "), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term. |
| Agreement | This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail. |
| Not an Abortion Provider or Affiliate | ClearGov hereby certifies that ClearGov is not an abortion provider or an affiliate of an abortion provider as those terms are defined in Idaho Code 18-8702. ClearGov further agrees that ClearGov will not become an abortion provider or affiliate of an abortion for the Term of this Agreement. |

| Customer | |
|------------------|--------------------|
| Signature | |
| Name | Ronald G. Jacobson |
| Title | Mayor |

| ClearGov, Inc. | |
|-----------------------|------------------|
| Signature | |
| Name | Bryan A. Burdick |
| Title | President |

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

| Customer Upgrades (ClearGov internal use only) | | | |
|---|----|--|--|
| This Service Order is a Customer Upgrade | No | If Yes: Original Service Order Date | |

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: JUNE 6TH, 2023**

DATE: MAY 25TH, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN, CITY ENGINEER
SUBJECT: WELLSPRINGS ADDITION SUBDIVISION CONSTRUCTION IMPROVEMENT AGREEMENT

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

DISCUSSION: This Agreement reflects the construction phase of the Wellsprings 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 24-lot subdivision, with the application for plat submitted by Fivefold Foundation Ministries, Inc.

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 **Fivefold Foundation Ministries, Inc.** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **Wellsprings 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, **John Devries**, 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

John Devries
Fivefold Foundation Ministries, Inc.
PO Box 457
Post Falls, ID 83854
(208) 651-1213

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

Wellsprings Addition

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

ATTACHMENT "A"

LOT 8 BLOCK 25 POST FALLS IRRIGATED TRACTS, AS RECORDED AT BOOK "C" OF PLATS PAGE 78, EXCEPT RIGHT OF WAY, SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25 FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 25 BEARS SOUTH 0° 36' 23" WEST, A DISTANCE OF 2649.47 FEET;

THENCE SOUTH 00° 36' 23" WEST ALONG THE WEST LINE OF SAID SECTION 25 FOR A DISTANCE OF 662.36 FEET;

THENCE SOUTH 88° 51' 11" EAST, FOR A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE NORTH 00° 36' 23" EAST PARALLEL TO SAID WEST LINE OF SECTION 25 A DISTANCE OF 604.71 FEET;

THENCE NORTH 44° 54' 41" EAST, FOR A DISTANCE OF 38.44 FEET;

THENCE SOUTH 88° 57' 50" EAST PARALLEL TO THE NORTH LINE OF SAID SECTION 25 A DISTANCE OF 606.09 FEET;

THENCE SOUTH 00° 39' 16" WEST ALONG THE WEST LINE OF GREEN MEADOWS 1ST ADDITION AND ITS WESTERLY LINE PROJECTED NORTH FOR A DISTANCE OF 633.64 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF GREEN MEADOWS ADDITION;

THENCE NORTH 88° 51' 11" WEST ALONG SAID NORTH LINE OF GREEN MEADOWS ADDITION FOR A DISTANCE OF 632.42 FEET TO THE TRUE POINT OF BEGINNING, SAID PARCEL BEING 9.185 ACRES MORE OR LESS.

END OF DESCRIPTION.

WELLSPRINGS ADDITION

TRACT 8, POST FALLS IRRIGATED TRACTS,
SITUATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 N.,
RANGE 5 W., B. M., CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

BOOK _____ PAGE _____

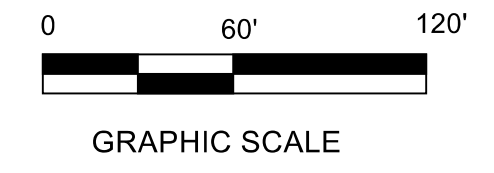
INSTRUMENT # _____

NW CORNER SECTION 25
FOUND 2 1/2" ALUM CAP
PLS 9114 IN MON CASE
NEW CP&F TO BE FILED

NORTH 1/4 CORNER
SECTION 25 CALCULATED
PER (R-1) NOT VISITED
THIS SURVEY

LEGEND

- Set 5/8" x 24" Rebar With Yellow Plastic Cap Marked "PLS 14220"
- ⊕ Quarter Corner
- Found 5/8" Rebar With Yellow Plastic Cap "PLS 8962" Except as Noted
- ⊕ Section Corner
- △ Calculated Point
- POB Point of Beginning

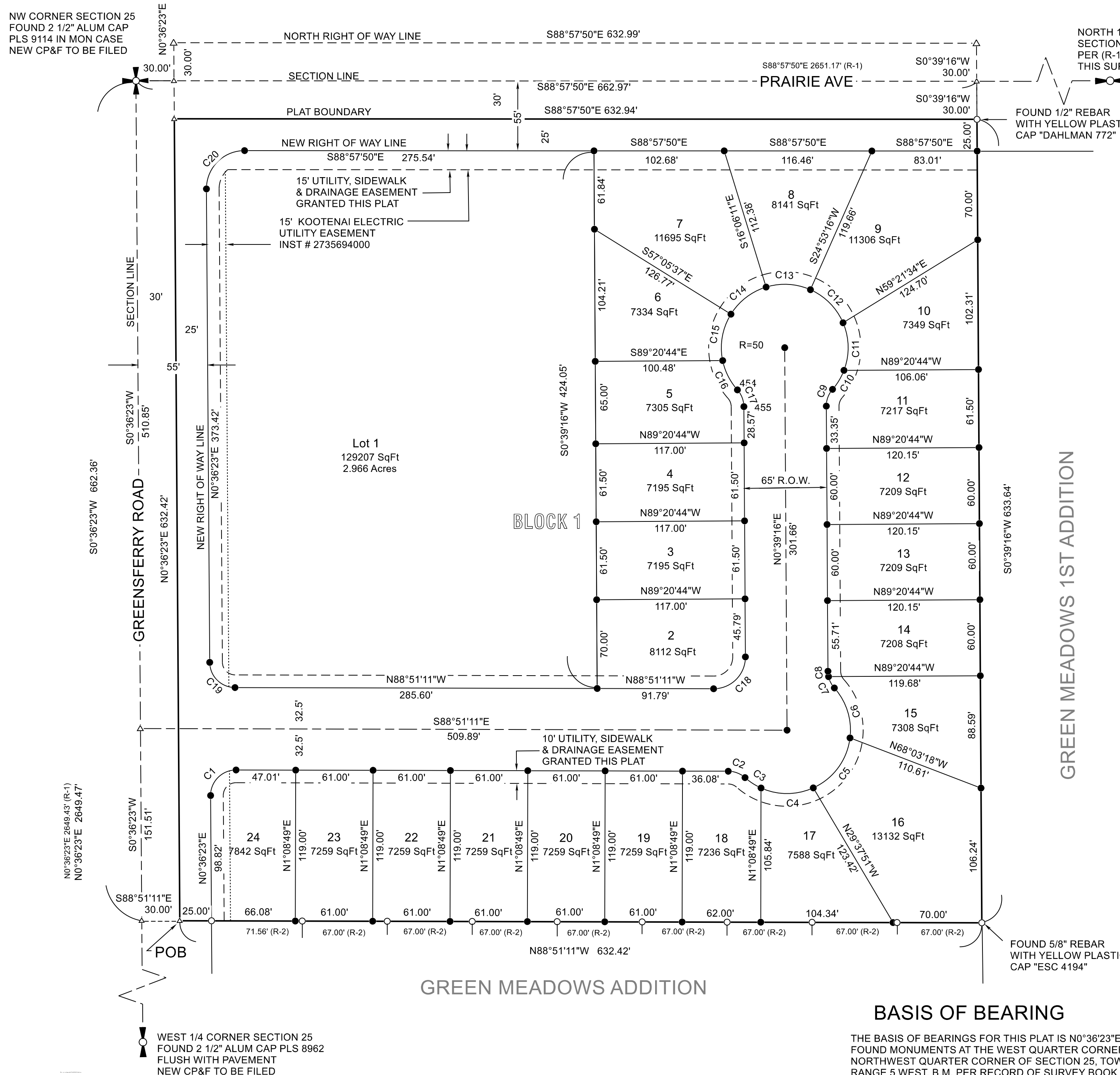


REFERENCES

- (R-1) RECORD OF SURVEY BY PLS 772 RECORDED AT BOOK 27 PAGE 313 SEPTEMBER 2012, RECORDS OF KOOTENAI COUNTY.
- (R-2) PLAT OF GREEN MEADOWS BY PLS 8962 RECORDED AT BOOK L PAGE 456, MAY 2020, RECORDS OF KOOTENAI COUNTY.
- (R-3) PLAT OF GREEN MEADOWS 1ST ADDITION BY PLS 8962 RECORDED AT BOOK L PAGE 532, DECEMBER 2020, RECORDS OF KOOTENAI COUNTY.
- (R-4) PLAT OF POST FALLS IRRIGATED TRACTS RECORDED AT BOOK C PAGE 78, RECORDS OF KOOTENAI COUNTY.

CURVE TABLE

| CURVE | BEARING | HORIZ DIST | RADIUS | ARC | DELTA | TANGENT |
|-------|-------------|------------|--------|--------|-----------|---------|
| C1 | N45°52'36"E | 28.42' | 20.00' | 31.60' | 90°32'26" | 20.19' |
| C2 | S68°08'56"E | 14.14' | 20.00' | 14.45' | 41°24'35" | 7.56' |
| C3 | S56°07'01"E | 15.09' | 50.00' | 15.14' | 17°21'12" | 7.63' |
| C4 | S89°07'13"E | 41.19' | 50.00' | 42.45' | 48°38'41" | 22.60' |
| C5 | N37°17'31"E | 48.89' | 50.00' | 51.08' | 58°31'58" | 28.02' |
| C6 | N16°21'51"W | 41.29' | 50.00' | 42.57' | 48°46'50" | 22.67' |
| C7 | N26°14'26"W | 10.02' | 20.00' | 10.13' | 29°01'36" | 5.18' |
| C8 | N5°32'25"W | 4.31' | 20.00' | 4.32' | 12°22'58" | 2.17' |
| C9 | N21°21'33"E | 14.14' | 20.00' | 14.45' | 41°24'35" | 7.56' |
| C10 | N31°59'53"E | 17.47' | 50.00' | 17.56' | 20°07'37" | 8.87' |
| C11 | N0°06'27"W | 37.53' | 50.00' | 38.48' | 44°05'26" | 20.25' |
| C12 | N43°37'59"W | 36.62' | 50.00' | 37.49' | 42°57'30" | 19.67' |
| C13 | N85°36'28"W | 35.01' | 50.00' | 35.77' | 40°59'27" | 18.69' |
| C14 | S53°24'06"W | 35.01' | 50.00' | 35.77' | 40°59'26" | 18.69' |
| C15 | S11°05'16"W | 37.17' | 50.00' | 38.08' | 43°38'29" | 20.02' |
| C16 | S25°44'51"E | 25.90' | 50.00' | 26.20' | 30°01'16" | 13.41' |
| C17 | S20°03'01"E | 14.14' | 20.00' | 14.45' | 41°24'35" | 7.56' |
| C18 | S45°54'03"W | 35.51' | 25.00' | 39.48' | 90°29'33" | 25.22' |
| C19 | N44°07'24"W | 28.15' | 20.00' | 31.23' | 89°27'34" | 19.81' |
| C20 | N45°49'17"E | 42.59' | 30.00' | 47.35' | 90°25'47" | 30.23' |



DRAFT



NORTH ENGINEERING & SURVEYING P.L.L.C.
 P.O. BOX 2486
 HAYDEN, ID 83835
 (208) 755-6255

SHEET 1 OF 2

BASIS OF BEARING
 THE BASIS OF BEARINGS FOR THIS PLAT IS N0°36'23"E BETWEEN THE FOUND MONUMENTS AT THE WEST QUARTER CORNER AND THE NORTHWEST QUARTER CORNER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M. PER RECORD OF SURVEY BOOK 27 PAGE 313 (R-1).

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

Fivefold Foundation Ministries, Inc.

FOR

Wellsprings 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

Wellsprings 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: **\$ 729,801.95**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 347,448.60**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 24,600.00**
5. Total cost of improvements: **\$ 1,101,850.55**
6. Warranty amount: **\$ 55,092.53**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Wellsprings Addition

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

| SCP-22-10 WELLSPRINGS ADDITION CONSTRUCTION IMPROVEMENT AGREEMENT ATTACHMENT C-1 | | | | | PUBLIC IMPROVEMENTS | |
|--|------|------------------|----------|-----------------------|---------------------|---------------------|
| | | | | | CITY OWNED | OTHER OWNED |
| DESCRIPTION | UNIT | UNIT PRICE | QUANTITY | TOTAL | | |
| Site Grading | | | | | | |
| Pavement Removal - Greensferry Rd | SY | \$5.50 | 2712 | \$14,916.00 | | |
| Topsoil Stripping - 1.25' | CY | \$5.00 | 4635 | \$23,175.00 | | |
| Rough Grade Roads to Back of Sidewalk | CY | \$6.00 | 3870 | \$23,220.00 | | |
| Road Subgrade Prep | SY | \$2.00 | 7192 | \$14,384.00 | | |
| 10' Wide Paved Path Subgrade Prep | SY | \$2.25 | 653 | \$1,469.25 | | |
| | | Sub-Total | | \$77,164.25 | | |
| Sewer | | | | | | |
| 8" Sewer Main | LF | \$40.90 | 1703 | \$69,652.70 | | |
| 6" Gravity Sewer Service | | \$1,958.00 | 2 | \$3,916.00 | | |
| 4" Gravity Sewer Service | EA | \$1,455.00 | 27 | \$39,285.00 | | |
| 48" Diameter Manhole | EA | \$3,800.00 | 6 | \$22,800.00 | | |
| Connect to Existing Manhole | LS | \$1,000.00 | 1 | \$1,000.00 | | |
| | | Sub-Total | | \$136,653.70 | \$136,653.70 | |
| Water | | | | | | |
| Existing Water System Tie-In | LS | \$965.00 | 2 | \$1,930.00 | | |
| 12" Water Main | LF | \$65.60 | 1502 | \$98,531.20 | | |
| 8" Water Main | LF | \$51.48 | 1105 | \$56,885.40 | | |
| 12" Fittings | EA | \$2,955.00 | 4 | \$11,820.00 | | |
| 8" Fittings | EA | \$540.00 | 3 | \$1,620.00 | | |
| 12" Gate Valve w/Box | EA | \$3,230.00 | 5 | \$16,150.00 | | |
| 8" Gate Valve w/Box | EA | \$2,093.00 | 4 | \$8,372.00 | | |
| Fire Hydrant Assembly | EA | \$6,225.00 | 6 | \$37,350.00 | | |
| 6" Fire Service | EA | \$3,500.00 | 1 | \$3,500.00 | | |
| 2" Blow Off | EA | \$1,500.00 | 2 | \$3,000.00 | | |
| 4: Blow Off | EA | \$2,500.00 | 1 | \$2,500.00 | | |
| 2" Irrigation Service | EA | \$4,775.00 | 3 | \$14,325.00 | | |
| 2" Commercial Service | EA | \$4,775.00 | 3 | \$14,325.00 | | |
| 1" Water Service | EA | \$2,495.00 | 27 | \$67,365.00 | | |
| | | Sub-Total | | \$337,673.60 | | \$337,673.60 |
| Drainage | | | | | | |
| 600 Gallon Drywell | EA | \$3,300.00 | 8 | \$26,400.00 | | |
| 1000 Gallon Drywell | EA | \$3,800.00 | 1 | \$3,800.00 | | |
| Drainage Swales - Shape, Hydroseed | SY | \$2.00 | 3345 | \$6,690.00 | | |
| | | Sub-Total | | \$36,890.00 | \$36,890.00 | |
| Dry Utilities | | | | | | |
| Dry Utility Trench Excavation/Bedding/Backfill | LF | \$7.00 | 950 | \$6,650.00 | | \$6,650.00 |
| Dry Utility Crossings | EA | \$625.00 | 5 | \$3,125.00 | | \$3,125.00 |
| Street Light (100 W LED Cobra Head) | EA | \$1,500.00 | 5 | \$7,500.00 | \$7,500.00 | |
| Street Light (100 W LED Colonial) | EA | \$1,000.00 | 3 | \$3,000.00 | \$3,000.00 | |
| Relocate Power Pole | LS | \$3,000.00 | 2 | \$6,000.00 | | |
| | | Sub-Total | | \$26,275.00 | | |
| Curb/Sidewalk | | | | | | |
| Std Curb & Gutter | LF | \$23.00 | 1027 | \$23,621.00 | | |
| Roll Curb/Gutter | LF | \$19.00 | 1277 | \$24,263.00 | | |
| Curb Drop w/Apron | EA | \$200.00 | 48 | \$9,600.00 | | |
| 4" Sidewalk over 2" Base | SF | \$6.00 | 9570 | \$57,420.00 | | |
| 6" Sidewalk over 2" Base | SF | \$7.00 | 2410 | \$16,870.00 | | |
| 40' Commercial Approach | LS | \$9,750.00 | 1 | \$9,750.00 | | |
| 36' Commercial Approach | LS | \$7,400.00 | 1 | \$7,400.00 | | |
| Ped Ramp | EA | \$1,500.00 | 6 | \$9,000.00 | | |
| | | Sub-Total | | \$157,924.00 | \$157,924.00 | |
| Paving | | | | | | |
| 4" ACP/6" Base over 12" Ballast | SY | \$30.00 | 4292 | \$128,760.00 | | |
| 2" ACP/4" Base over 12" Ballast | | \$19.00 | 3260 | \$61,940.00 | | |
| 10' Paved Path | SY | \$19.00 | 750 | \$14,250.00 | | |
| SawCut | LF | \$6.00 | 220 | \$1,320.00 | | |
| Pavement Patch at Prairie | LS | \$6,000.00 | 1 | \$6,000.00 | | |
| Manhole Adjustments | EA | \$250.00 | 8 | \$2,000.00 | | |
| Valve Adjustments | EA | \$100.00 | 11 | \$1,100.00 | | |
| | | Sub-Total | | \$215,370.00 | \$215,370.00 | |
| Signage/Striping | | | | | | |
| Street Sign/Stop Sign w/Stop Bar | EA | \$1,500.00 | 1 | \$1,500.00 | | |
| Reset Existing Sign | EA | \$250.00 | 4 | \$1,000.00 | | |
| Cross Walk (Re)-Striping | EA | \$1,500.00 | 4 | \$6,000.00 | | |
| Greensferry Striping | LS | \$15,000.00 | 1 | \$15,000.00 | | |
| | | Sub-Total | | \$23,500.00 | \$23,500.00 | |
| Landscaping | | | | | | |
| Street Trees | EA | \$600.00 | 21 | \$12,600.00 | | |
| Street Tree (Interior) Cash-In-Lieu-Of | EA | \$600.00 | 20 | \$12,000.00 | | |
| Topsoil, Irrigation | SY | \$17.00 | 1400 | \$23,800.00 | | |
| | | Sub-Total | | \$48,400.00 | | |
| Miscellaneous | | | | | | |
| Mobilization | LS | \$15,000.00 | 1 | \$15,000.00 | | |
| Mailbox (2 16-unit CBU's) | LS | \$1,500.00 | 1 | \$1,500.00 | | |
| Traffic Control | LS | \$15,000.00 | 1 | \$15,000.00 | | |
| Storm Drain Inlet Protection | LS | \$750.00 | 1 | \$750.00 | | |
| Compaction Testing | LS | \$4,000.00 | 1 | \$4,000.00 | | |
| Property/Street Monumentation | EA | \$50.00 | 65 | \$3,250.00 | | |
| Gondo Greensferry Approach | LS | \$2,500.00 | 1 | \$2,500.00 | | |
| | | Sub-Total | | \$42,000.00 | | |
| | | | | \$1,101,850.55 | \$570,337.70 | \$347,448.60 |

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Wellsprings 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

Fivefold Foundation Ministries, Inc.

FOR

Wellsprings Addition

CONSTRUCTION DRAWINGS

Plans Titled: **Wellsprings Addition Subdivision Improvement Plans**

Dated: **5/22/23**

By: **North Engineering & Surveying**

Sheets 1 through 17

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

Fivefold Foundation Ministries, Inc.

FOR

Wellsprings Addition

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

| CIA APPENDIX II - SCP-22-10 WELLSPRINGS ADDITION SUBDIVISION | | | | | | | | | | | | | 2023 CONSTRUCTION | | | | | | | |
|--|-----|---|---|---|------|---|---|---|------|---|---|---|-------------------|---|---|---|------|---|---|---|
| SCHEDULE | | | | | | | | | | | | | | | | | | | | |
| PROJECT COMPONENT DESCRIPTION | MAY | | | | JUNE | | | | JULY | | | | AUG | | | | SEPT | | | |
| | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| ON-SITE | | | | | | | | | | | | | | | | | | | | |
| Grading | | | | | | | | | | | | | | | | | | | | |
| Site Topsoil Stripping | ■ | ■ | | | | | | | | | | | | | | | | | | |
| Site Rough Grade Roads to Back of Sidewalk | ■ | ■ | | | | | | | | | | | | | | | | | | |
| Sewer | | | | | | | | | | | | | | | | | | | | |
| 8" Sewer Main | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | |
| Sewer Services | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | |
| Sewer Testing | | | | | | | | | | | | | | | | | | | | |
| Water | | | | | | | | | | | | | | | | | | | | |
| 8" Water Main Installation | | | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | |
| Water Service w/Meter Assembly | | | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | |
| Water Main Flush/Disinfect/Testing | | | | | | | | | | | | | | | | | | | | |
| Drainage | | | | | | | | | | | | | | | | | | | | |
| Drywells | | | ■ | ■ | | | | | | | | | | | | | | | | |
| Drainage Swale Grading | | | | | | | | | | | | | | | | | | | | |
| Dry Utilities | | | | | | | | | | | | | | | | | | | | |
| Dry Utility Crossings | | | | | ■ | ■ | ■ | ■ | | | | | | | | | | | | |
| Dry Utility Trench Excavation/Bedding/Backfill | | | | | ■ | ■ | ■ | ■ | | | | | | | | | | | | |
| Street Lights | | | | | | | | | | | | | | | | | | | | |
| Curb/Sidewalk | | | | | | | | | | | | | | | | | | | | |
| Roll Curb/Gutter | | | | | | | | | | | | | | | | | | | | |
| Sidewalk | | | | | | | | | | | | | | | | | | | | |
| Pedestrian Ramps | | | | | | | | | | | | | | | | | | | | |
| Paving | | | | | | | | | | | | | | | | | | | | |
| RoadSubgrade | | | | | | | | | | | | | | | | | | | | |
| Baserock through Blue Top | | | | | | | | | | | | | | | | | | | | |
| Adjustments | | | | | | | | | | | | | | | | | | | | |
| Paving | | | | | | | | | | | | | | | | | | | | |
| Signage | | | | | | | | | | | | | | | | | | | | |
| Street Sign/Stop Sign | | | | | | | | | | | | | | | | | | | | |
| Striping | | | | | | | | | | | | | | | | | | | | |
| Stop Bar | | | | | | | | | | | | | | | | | | | | |
| Crosswalk | | | | | | | | | | | | | | | | | | | | |
| Landscaping | | | | | | | | | | | | | | | | | | | | |
| Hydroseed Street Swales | | | | | | | | | | | | | | | | | | | | |
| GREENSFERRY ROAD | | | | | | | | | | | | | | | | | | | | |
| Grading | | | | | | | | | | | | | | | | | | | | |
| Right of Way Topsoil Stripping | | | | | | | | | | | | | | | | | | | | |
| Shoulder Rough Grade Roads to Back of Sidewalk | | | | | | | | | | | | | | | | | | | | |
| Sewer | | | | | | | | | | | | | | | | | | | | |
| 8" Sewer Main | | | | | | | | | | | | | | | | | | | | |
| Sewer Service | | | | | | | | | | | | | | | | | | | | |
| Sewer Testing | | | | | | | | | | | | | | | | | | | | |
| Water | | | | | | | | | | | | | | | | | | | | |
| 12" Water Main Installation | | | | | | | | | | | | | | | | | | | | |
| Water Service w/Meter Assembly | | | | | | | | | | | | | | | | | | | | |
| Water Main Flush/Disinfect/Testing | | | | | | | | | | | | | | | | | | | | |
| Drainage | | | | | | | | | | | | | | | | | | | | |
| Drywells | | | | | | | | | | | | | | | | | | | | |
| Drainage Swale Grading | | | | | | | | | | | | | | | | | | | | |
| Dry Utilities | | | | | | | | | | | | | | | | | | | | |
| Dry Utility Crossing(s) | | | | | | | | | | | | | | | | | | | | |
| Street Lights | | | | | | | | | | | | | | | | | | | | |
| Relocate Power Pole | | | | | | | | | | | | | | | | | | | | |
| Curb/Sidewalk | | | | | | | | | | | | | | | | | | | | |
| Standard Curb/Gutter | | | | | | | | | | | | | | | | | | | | |
| Commercial Approach | | | | | | | | | | | | | | | | | | | | |
| Sidewalk | | | | | | | | | | | | | | | | | | | | |
| Pedestrian Ramps | | | | | | | | | | | | | | | | | | | | |
| Paving | | | | | | | | | | | | | | | | | | | | |
| RoadSubgrade | | | | | | | | | | | | | | | | | | | | |
| Baserock through Blue Top | | | | | | | | | | | | | | | | | | | | |
| Adjustments | | | | | | | | | | | | | | | | | | | | |
| Paving | | | | | | | | | | | | | | | | | | | | |
| Signage | | | | | | | | | | | | | | | | | | | | |
| Reset Existing Signs | | | | | | | | | | | | | | | | | | | | |
| Delineators | | | | | | | | | | | | | | | | | | | | |
| Striping | | | | | | | | | | | | | | | | | | | | |
| Turnbays | | | | | | | | | | | | | | | | | | | | |
| Crosswalk(s) | | | | | | | | | | | | | | | | | | | | |
| Fog Line | | | | | | | | | | | | | | | | | | | | |
| Landscaping | | | | | | | | | | | | | | | | | | | | |
| Irrigation System | | | | | | | | | | | | | | | | | | | | |
| Street Trees | | | | | | | | | | | | | | | | | | | | |
| Swale Topsoil/Hydroseed | | | | | | | | | | | | | | | | | | | | |
| PRAIRIE AVENUE FRONTAGE | | | | | | | | | | | | | | | | | | | | |
| Grading | | | | | | | | | | | | | | | | | | | | |
| Site Topsoil Stripping | ■ | ■ | | | | | | | | | | | | | | | | | | |
| 10-ft Wide Pave Path | ■ | ■ | | | | | | | | | | | | | | | | | | |
| Water | | | | | | | | | | | | | | | | | | | | |
| 12" Water Main Installation | | | | | | | | | | | | | | | | | | | | |
| Water Main Flush/Disinfect/Testing | | | | | | | | | | | | | | | | | | | | |
| Dry Utilities | | | | | | | | | | | | | | | | | | | | |
| Street Light | | | | | | | | | | | | | | | | | | | | |
| Paving (10-ft Wide Paved Path) | | | | | | | | | | | | | | | | | | | | |
| Grading - Baserock through Blue Top | | | | | | | | | | | | | | | | | | | | |
| Paving | | | | | | | | | | | | | | | | | | | | |
| Signage | | | | | | | | | | | | | | | | | | | | |
| Reset Existing Signs | | | | | | | | | | | | | | | | | | | | |
| Landscaping | | | | | | | | | | | | | | | | | | | | |
| Irrigation System | | | | | | | | | | | | | | | | | | | | |
| Street Trees | | | | | | | | | | | | | | | | | | | | |
| Swale Topsoil/Hydroseed | | | | | | | | | | | | | | | | | | | | |
| PROJECT CLOSEOUT | | | | | | | | | | | | | | | | | | | | |
| Property/Street Monumentation | | | | | | | | | | | | | | | | | | | | |
| Project Closeout, City Acceptance, Final Plat Recordation | | | | | | | | | | | | | | | | | | | | |

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

Fivefold Foundation Ministries, Inc.

FOR

Wellsprings 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.

24 Lots X \$350.00 = **\$ 8,400.00**

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

Fivefold Foundation Ministries, Inc.

FOR

STREET LIGHT CHARGES

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

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

Street light type: **Cobra Head**

4 lights X 12 months X \$ 35.00 per month = \$ 1,680.00

Street light type: **Town & Country**

3 lights X 12 months X \$ 25.25 per month = \$ 909.00

TOTAL = \$ 2,589.00

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

Fivefold Foundation Ministries, Inc.

FOR

Wellsprings 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 |
|-----------------------------------|------------|

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

Fivefold Foundation Ministries, Inc.

FOR

Wellsprings 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

Fivefold Foundation Ministries, Inc.

FOR

Wellsprings Addition

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Bart North, P.E.**

ENGINEERING FIRM: **North Engineering and Surveying**

ADDRESS: **PO Box 2486**

CITY: **Hayden** STATE: **ID** ZIP: **83835**

PHONE NO.: **208-755-6255**

E-MAIL ADDRESS: **bartdnorth@frontier.com**

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

Fivefold Foundation Ministries, Inc.

FOR

Wellsprings 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

Fivefold Foundation Ministries, Inc.

FOR

Wellsprings 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

Fivefold Foundation Ministries, Inc.

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

X The Developer agrees to cash out the interior 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 **\$ 12,000.00**, and is based upon 20 trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: JUNE 6TH, 2023**

DATE: MAY 30TH, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN – CITY ENGINEER
SUBJECT: MONGEAU MEADOWS SUBDIVISION PLAT APPLICATION

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

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

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

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

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: June 6th, 2023**

DATE: 6/6/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ross Junkin, Public Works Maintenance Manager
SUBJECT: 2023 Asphalt Chip Seal and Fog Seal Placement

ITEM AND RECOMMENDED ACTION:

With approval, the City Council authorizes the Mayor to sign the contract documents for the 2023 Asphalt Chip Seal and Fog Seal Placement in the amount of \$552,178.70 to the low bidder, Road Products, Inc. of Spokane, WA.

DISCUSSION:

The City of Post Falls solicited bids on 88,284 square yards of ¼ inch Chip Seal Placement, 53,579 square yards of 3/8 inch Chip Seal Placement and 162,246 square yards of Fog Seal Placement. The bid opening was held on May 10th, 2023, 11:00 AM at Post Falls City Hall.

Two bids were submitted and the results are as follows:

| Company | Square Yard Unit Price | | | Total Bid |
|--------------------|------------------------|----------------|----------|--------------|
| | 1/4" Chip Seal | 3/8" Chip Seal | Fog Seal | |
| POE Asphalt Paving | \$3.45 | \$4.50 | \$0.42 | \$613,828.62 |
| Road Products Inc. | \$3.00 | \$4.00 | \$0.45 | \$552,178.70 |

Both bids came in above our targeted budget amount (\$400k). Staff recommends awarding this contract to the low bidder, Road Products Inc. However, we intend to only undertake 75% of the bid work in this contract (approximately \$420K). In future years we plan to chip seal the streets that will not be completed this year. This future work will be prioritized over other maintenance project work due to its value in preserving our existing road infrastructure.

ITEM / RPROJECT PREVIOUSLY REVIEWED BY CONCIL ON: N/A
APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for this program is from FY 2023 Streets Sealing and Maintenance line item with a beginning balance of \$400,000.00. The remaining funding needed will come from within the existing FY23 budget for Street Reconstruction. Staff also requests authorization to include a contingency of 5 percent in the amount of \$27,608.35 for a total request of \$579,787.05

BUDGET CODE:

001-431.0000.68110 – Sealing and Maintenance

SUPPORTING DOCUMENTS:

NOTICE OF INVITING BIDS

2023 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL

Sealed Bid Proposals for placement of asphalt basalt chip seal and fog seal on selected City streets will be received by the City of Post Falls, Idaho, Owner of the Work, at the office of the Clerk, City of Post Falls, located City Hall, 2nd Floor, 408 N. Spokane Street, Post Falls, Idaho 83854, until 11:00 A.M. local time, Wednesday, May 10th, 2023.

The Contract Documents, Specifications and Drawings may be obtained by requesting a copy from the office of the Clerk, City of Post Falls, located City Hall, 2nd Floor, 408 N. Spokane Street, Post Falls, Idaho 83854 or via email (showard@postfalls.gov). Bidders must have a public works contractor's license. The publication dates for this Notice of Inviting Bids are April 24th, 2023, and May 1st, 2023.

The City of Post Falls, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US. C.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, age, disability or national origin in consideration for an award.

Date: _____

Owner: CITY OF POST FALLS

By: _____
John Beacham, Director of Public Works Department

NOTICE OF INVITING BIDS

2023 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL

Sealed Bid Proposals for placement of an asphalt basalt chip seal and fog seal on selected City streets will be received by the City of Post Falls, Idaho, Owner of the Work, at the office of the Clerk, City of Post Falls, located City Hall, 2nd Floor, 408 N. Spokane Street, Post Falls, Idaho 83854, until 11:00 A.M. local time, Wednesday, May 10th, 2023.

The Contract Documents, Specifications and Drawings may be examined, and a copy obtained at the City of Post Falls, Public Works Department, 800 N. Public Works Way, Post Falls, Idaho 83854. Bidders must have a public works contractor's license. The publication dates for this Notice of Inviting Bids are April 25th, 2023, and May 2nd, 2023.

The City of Post Falls, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US. C.§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, age, disability or national origin in consideration for an award.

Date: _____

Owner: CITY OF POST FALLS

By: _____
John Beacham, Director of Public Works Department

BID PACKAGE

SUBJECT: 2023 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL
SCOPE OF BID PROPOSAL

RECEIPT OF PROPOSALS. Sealed Bid Proposals for placement of an asphalt basalt chip seal and fog seal on selected City streets will be received by the City of Post Falls, Idaho, Owner of the Work, at the office of the Clerk, City of Post Falls, located City Hall, 408 N. Spokane Street, Post Falls, Idaho 83854, until 11:00 A.M. local time, Wednesday, May 10th, 2023. Proposals should be delivered to the Clerk on the Second Floor.

DESCRIPTION OF WORK (*See maps for locations)
 The measurements below are estimates.

1. The areas of work for 1/4 basalt chip seal are:

| STREET | LENGTH | WIDTH | SQUARE YARDS |
|--|---------------|--------------|---------------------|
| Hemlock | 320.00 | 40 | 1,422.22 |
| Bellflower | 380.00 | 36 | 1,520.00 |
| Fox Glove (Bellflower to Chicory) | 612.00 | 36 | 2,448.00 |
| Fox Glove (Chicory to Stagecoach) | 855.00 | 36 | 3,420.00 |
| Chicory (Chase to Gate) | 655.00 | 36 | 2,620.00 |
| Stagecoach (Bellflower to Chicory) | 612.00 | 36 | 2,448.00 |
| Stagecoach (Chicory to Poleline) | 1,927.00 | 36 | 7,708.00 |
| Stage (Coach Knuckle) | 72.00 | 65 | 520.00 |
| Aster (To Culde sac) | 320.00 | 36 | 1,280.00 |
| 22nd (Stagecoach to Walnut) | 911.00 | 36 | 3,644.00 |
| 23rd (Walnut to Compton) | 338.00 | 36 | 1,352.00 |
| Scottsworth (Mountainshire to Devonshire) | 3,115.00 | 28 | 9,691.11 |
| Argyle (Farnsworth to Mountainshire) | 735.00 | 28 | 2,286.67 |
| Haddon (Reneshaw to Spokane) | 893.00 | 28 | 2,778.22 |
| Mountainshire (Haddon to Scottsworth) | 572.00 | 28 | 1,779.56 |
| Farnsworth (Scottsworth to Haddon) | 560.00 | 28 | 1,742.22 |

| | | | |
|---|----------|----|-----------|
| Renshaw (Scottsworth to Spokane) | 1,340.00 | 28 | 4,168.89 |
| Wellington (Scottsworth to Crown Point) | 835.00 | 28 | 2,597.78 |
| Wellington (Crown point to Spokane) | 620.00 | 28 | 1,928.89 |
| Moorfield (Scottsworth to Crown Point) | 840.00 | 28 | 2,613.33 |
| Moorfield (CrownPoint to Spokane) | 792.00 | 28 | 2,464.00 |
| Wentworth (Devonshire to Moorefield) | 940.00 | 28 | 2,924.44 |
| Woodworth (Devonshire to Moorefield) | 780.00 | 28 | 2,426.67 |
| Devonshire (End to Spokane) | 1,020.00 | 28 | 3,173.33 |
| Crown Point (Prairie to Renshaw) | 1,430.00 | 38 | 6,037.78 |
| Spokane St (Poleline north to End) | 2,600.00 | 46 | 13,288.89 |

(See Technical Specifications for ¼ chip seal.)

2. The areas of work for 3/8 basalt chip seal are:

| STREET | LENGTH | WIDTH | SQUARE YARDS |
|--|----------|-------|--------------|
| Poleline Spokane to Idaho (No Bike Ln) | 2,365.00 | 30 | 7,883.33 |
| Poleline Chase to Spokane (No Bike Ln) | 2,530.00 | 30 | 8,433.33 |
| Seltice McGuire to Pleasant View | 5,240.00 | 64 | 37,262.22 |

(See Technical Specifications for 3/8 chip seal.)

3. The areas of work for bituthene Bitu-60 fog seal are:

| STREET | LENGTH | WIDTH | SQUARE YARDS |
|------------------------------------|--------|-------|--------------|
| Hemlock | 320.00 | 40 | 1,422.22 |
| Bellflower | 380.00 | 36 | 1,520.00 |
| Fox Glove (Bellflower to Chicory) | 612.00 | 36 | 2,448.00 |
| Fox Glove (Chicory to Stagecoach) | 855.00 | 36 | 3,420.00 |
| Chicory (Chase to Gate) | 655.00 | 36 | 2,620.00 |
| Stagecoach (Bellflower to Chicory) | 612.00 | 36 | 2,448.00 |

| | | | | |
|---------------|----------------------------------|----------|----|-----------|
| Stagecoach | (Chicory to Poleline) | 1,927.00 | 36 | 7,708.00 |
| Stage | (Coach Knuckle) | 72.00 | 65 | 520.00 |
| Aster | (To Culde sac) | 320.00 | 36 | 1,280.00 |
| Aster | (Culde-sac) | 125.00 | 36 | 500.00 |
| 22nd | (Stagecoach to Walnut) | 911.00 | 36 | 3,644.00 |
| 23rd | (Walnut to Compton) | 338.00 | 36 | 1,352.00 |
| Scottsworth | (Mountainshire to Devonshire) | 3,115.00 | 28 | 9,691.11 |
| Argyle | (Farnsworth to Mountainshire) | 735.00 | 28 | 2,286.67 |
| Haddon | (Reneshaw to Spokane) | 893.00 | 28 | 2,778.22 |
| Mountainshire | (Hadon to Scottsworth) | 572.00 | 28 | 1,779.56 |
| Farnsworth | (Scottsworth to Haddon) | 560.00 | 28 | 1,742.22 |
| Renshaw | (Scottsworth to Spokane) | 1,340.00 | 28 | 4,168.89 |
| Wellington | (Scottsworth to Crown Point) | 835.00 | 28 | 2,597.78 |
| Wellington | (Crown point to Spokane) | 620.00 | 28 | 1,928.89 |
| Moorfield | (Scottsworth to Crown Point) | 840.00 | 28 | 2,613.33 |
| Moorfield | (CrownPoint to Spokane) | 792.00 | 28 | 2,464.00 |
| Wentworth | (Devonshire to Moorefield) | 940.00 | 28 | 2,924.44 |
| Woodworth | (Devonshire to Moorefield) | 780.00 | 28 | 2,426.67 |
| Devonshire | (End to Spokane) | 1,020.00 | 28 | 3,173.33 |
| Crown Point | (Prairie to Renshaw) | 1,430.00 | 38 | 6,037.78 |
| Spokane St | (Poleline north to End) | 2,600.00 | 46 | 13,288.89 |
| Poleline | (Spokane to Idaho) (Full Width) | 2,365.00 | 40 | 10,511.11 |
| Poleline | (Chase to Spokane) (Full Width) | 2,530.00 | 40 | 11,244.44 |
| Seltice | (McGuire to Pleasant View) | 5,240.00 | 64 | 37,262.22 |
| Poleline | (Greensferry to Cecil) | 2,600.00 | 50 | 14,444.44 |

(See Technical Specifications for fog seal.)

The City's estimate for 1/4 basalt chip seal is 88,284 square yards – plus or minus 5%.
The City's estimate for 3/8 basalt chip seal is 53,579 square yards – plus or minus 5%.
The City's estimate for bituthene Bitu-60-Dil fog seal is 162,246 square yards – plus or minus 5%.

City crews will clean and sweep the streets prior to contractor mobilization. Required sweeping following application of the Basalt Chip Seal and prior to the Fog Seal will be the responsibility of the bidder and shall include hauling away material. Traffic control plans must be pre-approved by City engineering staff before work commences and will be the responsibility of the bidder. All sand blotting required due to excess oil shall be incidental to the contract. The methods of operation and application shall be in conformance with Section 808 - Asphalt Seal Coat of the 2017 Edition Idaho Standards for Public Works Construction. The work shall not commence before July 10th, 2023. All work shall be completed by August 18th, 2023.

All qualified contractors interested in performing this work, are required to submit a response in a sealed envelope clearly marked "2023 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT" that depicts a square yard unit price quote, along with a work schedule to the City of Post Falls Office of the City Clerk by 11:00 A.M. local time, Wednesday, May 10th, 2023.

PLAN HOLDERS. The Contract Documents, Specifications and Drawings may be examined at the City of Post Falls, Public Works Department, 800 N. Public Works Way, Post Falls, Idaho 83854.

SCHEDULES AND COMPLETION OF WORK The work shall not commence before July 10, 2023 and shall be completed by August 18th, 2023.

OPENING OF PROPOSALS. The Proposals will be publicly opened and read at 11:00 A.M. local time, Wednesday, May 10th, 2023, in Council Chambers at Post Falls City Hall, 408 N. Spokane Street, Post Falls, Idaho 83854.

PROPOSAL GUARANTEE. Each Proposal shall be accompanied by a Certified or Cashier's Check, Cash or Bid Bond in the amount of five percent (5%) of the Bid, payable to the City of Post Falls as a guarantee that the Bidder, if its Proposal is accepted, will promptly execute the Contract, secure required insurance, and furnish a Performance Bond in the amount of one hundred percent (100%) of the Contract Amount and a Payment Bond in the amount of one hundred percent (100%) of the Contract Amount. Bid Bond shall be submitted only on the Bid Bond form contained in the Contract Documents.

WAITING PERIOD BEFORE AWARD. A waiting period of sixty (60) calendar days from the date of Bid Opening to Award may be required. Bidders shall assume full responsibility for and shall guarantee the Proposal during this period and make certain the time period is stated in and does not restrict the Proposal Guarantee.

PROJECT ADMINISTRATION. All questions relative to the project prior to the opening of Proposals shall be directed to the Public Works Department in writing to both rjunkin@postfalls.gov and kpeterston@postfalls.gov

All questions must be submitted via email by 5pm on May 4th, 2023. It shall be understood that no Specification interpretations will be made by telephone. Further, any modification or clarification shall be in writing by written addendum.

OWNER'S RIGHTS RESERVED. The Owner reserves the right to reject any or all Proposals, to waive any informality in a Proposal, and to make awards in the best interest of the Owner.

INSTRUCTIONS TO THE BIDDER

1.01 FORM OF PROPOSAL

- A. The Proposal shall be made on the Proposal form bound herein. The proposal shall be enclosed in a sealed envelope addressed to the City Clerk, City of Post Falls, Idaho, and shall be plainly marked "2023 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT" and shall bear the name and address of the Bidder. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed to the City Clerk, City of Post Falls, 408 N. Spokane Street, Post Falls, Idaho 83854.

1.02 DELIVERY OF PROPOSAL

- A. The Proposal shall be delivered to the office of the City Clerk, City of Post Falls, located City Hall, 2nd Floor, 408 N. Spokane Street, Post Falls, Idaho 83854, prior to 11:00 A.M. local time, Wednesday, May 10th, 2023. It is the Bidder's sole responsibility to see that their Proposal is received in proper time. Any Proposal received after the scheduled closing time for receipt of Proposals will be returned to the Bidder unopened.

1.03 WITHDRAWAL OF PROPOSAL

- A. The Proposal may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the office of the City Clerk, City of Post Falls, Idaho, prior to the scheduled closing time for receipt of Proposals.

1.04 OPENING OF PROPOSALS

- A. The Proposals will be publicly opened and read in the Council Chambers at the City of Post Falls, Idaho, located City Hall, 408 N. Spokane Street, Post Falls, Idaho at 11:00 A.M. local time, Wednesday, May 10th, 2023.

1.05 MODIFICATIONS AND ALTERNATIVE PROPOSALS

- A. Unauthorized conditions, limitations or provisos attached to a Proposal will render it informal and may cause its rejection as being non-responsive. The completed Proposal forms shall be without interlineations, alterations, or erasures. Alternative Proposals will not be considered unless called for. Oral, telegraphic, or telephonic Proposals or modifications will not be considered. The Owner reserves the right to disregard, at its sole discretion and for the benefit of the project, all nonconforming, nonresponsive and conditional Proposals.

1.06 PROPOSAL GUARANTEE

- A. The Proposal shall be accompanied by a Certified or Cashier's check, Cash or approved Bid Bond in the amount stated in the Scope of Bid Proposal. Said check or Bond shall be made payable to the Owner and shall be given as a guarantee that the Bidder, if awarded the work, will enter into a Contract within ten (10) calendar days after receipt of the Notice of Award from the Owner, and will, prior to entering the Contract, furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said Bonds to be in the amount stated in the Scope of Bid Proposal. In case of refusal or failure to enter into said Contract, the cash, check or Bid Bond, as the case may be, shall be forfeited to the Owner. If the Bidder elects to furnish a Bid Bond as his Proposal Guarantee, he shall use the Bid Bond form bound herein. In case the Bidder fails to execute the Contract, the Bid security shall be forfeited, as permitted by Idaho Code Section 67-2805, including reasonable administrative costs not to exceed twenty-five percent (25%).

1.07 BIDDER'S EXAMINATION OF SITE

- A. It is the responsibility of each Bidder before submitting a Bid to 1) examine thoroughly the Contract Documents and other related data identified in the Bidding Documents; 2) visit the site to become familiar with and satisfy the Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the work; 3) study and carefully correlate the Bidder's knowledge and observations with the Contract Documents and such other related data; and 4) promptly notify the Project Manager of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Contract Documents and such other related documents.
- B. Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations and data concerning conditions at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by the Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Such field data shall be undertaken at the Bidder's expense.
- C. Owner does not warrant that the Contract Documents or plans will be free from defect, conflicts, errors, or discrepancies and Bidder is responsible for verifying viability of any plans and specifications for accuracy and completeness, and if a defect, conflict, error, or discrepancy is discovered, the Bidder is obligated to inform the Owner.
- D. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this article, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given the Project Manager written notice of all conflicts, errors, ambiguities and discrepancies that the Bidder has discovered in the Contract Documents and the written resolutions thereof by the Project Manager is acceptable to the Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

1.08 AVAILABILITY OF LANDS FOR WORK, ETC.

- A. The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the work are identified in the Contract Documents.

1.09 QUANTITIES OF WORK

- A. The quantities of work or material stated in the Bid Schedule(s) are supplied only to give an indication of the general scope of the work and used only for payment purposes; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith. The Owner reserves the right after award to delete any Bid Item in its entirety, or to add additional Bid Items up to and including an aggregate total amount not to exceed twenty-five percent (25%) of the total amount of the Contract.
- B. Bidders shall not at any time after the submittal of a Proposal make or have any claim for damages or anticipated profits or loss of profit or otherwise because of any difference between the quantities of work actually done and material furnished and those stated in said unit price items of the Bid Schedule(s).

1.10 PUBLIC WORKS CONTRACTOR'S LICENSE REQUIREMENTS

- A. Contractor(s) and subcontractor(s) for this project shall be licensed in the State of Idaho by the Idaho Public Works Contractors State License Board in the Class and Type specified for the value and scope of work to be done in accordance with the provisions of Title 54, Chapter 19, Idaho Code as amended. The Contractor(s) and subcontractor(s) shall possess a license in the Class and Type required prior to submitting a Proposal for said project.

1.11 DISQUALIFICATION OF BIDDERS

- A. More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such Bidder is interested. If there is reason for believing that collusion exists among the Bidders, all Bids will be rejected.

1.12 NON-COLLUSION AFFIDAVITS

- A. Each Bidder shall submit with its Bid a certification of non-collusion by the Contractor on the form provided on page 17. Prior to the Notice of Award, the apparent low Bidder shall submit a non-collusion affidavit for each subcontractor listed. The subcontractor's non-collusion affidavit form is provided on page 25.

1.13 MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. If, within five (5) days after Bids are opened, any Bidder files a duly signed, written notice with the Owner and promptly thereafter demonstrates to the reasonable satisfaction of the

Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.

1.14 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- A. All Bids will remain subject to acceptance for sixty (60) days after the day of the bid opening; but the Owner may, in its sole discretion, release any Bid and return the bid security prior to that date.

1.15 AWARD OF CONTRACT

- A. The Owner reserves the right to reject any or all Bids, including without limitation, the right to reject any or all non-conforming, non-responsive, unbalanced or conditional bids. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work and to negotiate contract terms with the successful Bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- B. If the Contract is to be awarded, it will be awarded to the qualified public works contractor submitting the lowest bid price and complying with bidding procedures consistent with I.C. 67-2805.
- C. If the Contract is to be awarded, the Owner will give the successful bidder a Notice of Award within thirty (30) days after the day of bid opening.

1.16 RETURN OF PROPOSAL GUARANTEE

- A. Within a reasonable period of time after Award of the Contract, the Owner will return the Proposal Guarantees accompanying each of the Proposals not considered in making the award. All other Proposal Guarantees will be held until the Contract has been finally executed. They will then be returned to the respective Bidders whose Proposals they accompany.

1.17 EXECUTION OF CONTRACT

- A. The Bidder to whom the award is made shall execute a written Contract with the Owner on the form of agreement provided, shall secure all insurance and shall furnish all certificates and bonds required by the Contract Documents within ten (10) calendar days after receipt of the Notice of Award from the Owner. Failure or refusal to enter into a Contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Proposal Guarantee. If the successful Bidder refuses or fails to execute the Contract, the Owner may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract, the Owner may award the Contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the Contract, each such Bidder's Guarantees shall be likewise forfeited to the Owner.

1.18 PROPOSAL CHECKLIST

A. The purpose of this checklist is to serve as a reminder of the major items to be addressed in submitting a Proposal and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and the proper completion and submission of its bid:

1. Proposal
2. Bid Bond
3. Bidder Information
4. Contractor's Non-Collusion Affidavit

**PROPOSAL
CITY OF POST FALLS
2023 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT**

Proposal of Road Products LLC (hereinafter called "BIDDER") *, organized and existing under the laws of the State of Washington doing business as Corporation to the City of Post Falls (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, Bidder hereby proposes to provide the service outlined in the "Scope of Bid Proposal" at the price shown therein and in compliance with the conditions and specifications included in the bid proposal.

Said Bidder agrees that, within ten (10) calendar days after receipt of Notice of Award from said Owner, it will execute a Contract in the required form, of which the Scope of Bid Proposal, Instructions to the Bidders, Proposal, Information Required of Bidder, and all addenda issued by said Owner prior to the opening of Proposals, are a part, and will secure the required insurance and bonds and furnish the required insurance certificates; and that upon failure to do so within said time, then the portion of the Proposal Guarantee furnished by said Bidder allowed by law shall be forfeited to said Owner for such failure. Owner can retain that portion of the surety allowed by law; provided that if said Bidder shall execute the Contract, secure the required insurance and bonds, and furnish the required insurance certificates within said time, its guarantee, if furnished, shall be returned to him within five (5) days thereafter, and the bid bond, if furnished, shall become void. It is further understood that this Proposal may not be withdrawn for a period of thirty (30) days after the date set for the opening thereof.

The Owner reserves the right to reject any or all Proposals or to accept the Proposal deemed to be in the best interest of the Owner.

This bid offer is accompanied by a Proposal Guarantee (Certified Check, Cashier's Check, Money Order, Cash or Bid Bond) in the amount of five percent (5%) of the Total Bid, as a guarantee that the Bidder, if successful, will enter into a contract and execute the necessary contractual documents or forms as stipulated in these Bid Documents; and then if awarded the contract, agrees to obtain the materials, arrange the work and prosecute the same to acceptable completion of the project within the allotted time. The successful bidder shall also be required to furnish a Payment Bond of 100% in the Contract amount and Performance Bond of 100% of the Contract amount.

BIDDER acknowledges receipt of the following **ADDENDUM**:

ADDENDUM NO. 1 DATED: 5/8/23

ADDENDUM NO. _____ DATED:

ADDENDUM NO. _____ DATED:

*Insert "a corporation," "a partnership," or "an individual" as applicable.

BID SCHEDULE

BIDDER agrees to provide all items described in the **CONTRACT DOCUMENTS** for the following price.

The ¼" basalt chip seal square yard unit price listed below is the total cost for placement of an asphalt basalt chip seal as described below. Project consists of the following sections:

| STREET | |
|---------------|-------------------------------|
| Hemlock | |
| Bellflower | |
| Fox Glove | (Bellflower to Chicory) |
| Fox Glove | (Chicory to Stagecoach) |
| Chicory | (Chase to Gate) |
| Stagecoach | (Bellflower to Chicory) |
| Stagecoach | (Chicory to Poleline) |
| Stage | (Coach Knuckle) |
| Aster | (To Culde sac) |
| 22nd | (Stagecoach to Walnut) |
| 23rd | (Walnut to Compton) |
| Scottsworth | (Mountainshire to Devonshire) |
| Argyle | (Farnsworth to Mountainshire) |
| Haddon | (Reneshaw to Spokane) |
| Mountainshire | (Hadon to Scottsworth) |
| Farnsworth | (Scottsworth to Haddon) |
| Renshaw | (Scottsworth to Spokane) |
| Wellington | (Scottsworth to Crown Point) |
| Wellington | (Crown point to Spokane) |
| Moorfield | (Scottsworth to Crown Point) |
| Moorfield | (CrownPoint to Spokane) |
| Wentworth | (Devonshire to Moorefield) |
| Woodworth | (Devonshire to Moorefield) |
| Devonshire | (End to Spokane) |
| Crown Point | (Prairie to Renshaw) |
| Spokane St | (Poleline north to End) |

(See Technical Specifications for ¼ chip seal.)

The **3/8" basalt chip** seal square yard unit price listed below is the total cost for placement of an asphalt basalt chip seal as described below. Project consists of the following section:

| STREET |
|---|
| Poleline Spokane to Idaho (No Bike Ln) |
| Poleline Chase to Spokane (No Bike Ln) |
| Seltice McGuire to Pleasant View |

(See Technical Specifications for 3/8 chip seal.)

The bituthene **Bitu-60 fog seal** square yard unit price listed below is the total cost for placement of an asphalt fog seal as described below. Project consists of the following sections:

| STREET | |
|---------------|----------------------------------|
| Hemlock | |
| Bellflower | |
| Fox Glove | (Bellflower to Chicory) |
| Fox Glove | (Chicory to Stagecoach) |
| Chicory | (Chase to Gate) |
| Stagecoach | (Bellflower to Chicory) |
| Stagecoach | (Chicory to Poleline) |
| Stage | (Coach Knuckle) |
| Aster | (To Culde sac) |
| Aster | (Culde-sac) |
| 22nd | (Stagecoach to Walnut) |
| 23rd | (Walnut to Compton) |
| Scottsworth | (Mountainshire to Devonshire) |
| Argyle | (Farnsworth to Mountainshire) |
| Haddon | (Reneshaw to Spokane) |
| Mountainshire | (Haddon to Scottsworth) |
| Farnsworth | (Scottsworth to Haddon) |
| Renshaw | (Scottsworth to Spokane) |
| Wellington | (Scottsworth to Crown Point) |
| Wellington | (Crown point to Spokane) |
| Moorfield | (Scottsworth to Crown Point) |
| Moorfield | (CrownPoint to Spokane) |
| Wentworth | (Devonshire to Moorefield) |
| Woodworth | (Devonshire to Moorefield) |
| Devonshire | (End to Spokane) |
| Crown Point | (Prairie to Renshaw) |
| Spokane St | (Poleline north to End) |
| Poleline | (Spokane to Idaho) (Full Width) |
| Poleline | (Chase to Spokane) (Full Width) |
| Seltice | (McGuire to Pleasant View) |
| Poleline | (Greensferry to Cecil) |


BID
"Proposal Form"

The City's estimate for 1/4" basalt chip seal is 85,046 square yards – plus or minus 5%.
 The City's estimate for 3/8" basalt chip seal is 49,955 square yards – plus or minus 5%.
 The City's estimate for bituthene Bitu-60-Dil fog seal is 139,057 square yards – plus or minus 5%.

List your square yard unit prices below for placement of seal coats as described, followed by your total bid. Bids will be calculated with the yardages that we have listed:

| Item No. | ITEMS OF WORK | Bid Quantity | Units | Unit Price | Total Amount |
|-----------|-----------------------|--------------|-------------|------------|--------------|
| 1 | 1/4" Basalt Chip Seal | 88,284 | Square yard | \$3.00 | \$264,852.00 |
| 2 | 3/8" Basalt Chip Seal | 53,579 | Square yard | \$4.00 | \$214,316.00 |
| 3 | Fog Seal | 162,246 | Square yard | \$0.45 | \$73,010.70 |
| Total Bid | | | | | \$552,178.70 |

Total Bid handwritten: FIVE HUNDRED FIFTY TWO THOUSAND, ONE HUNDRED SEVENTY EIGHT DOLLARS AND 70/100

Signed:  Title: CFO

Company: Road Products LLC Date: 5/10/23

P.W. License #: C12871-A-4 Address: PO Box 11072 - Spokane, WA 99211

Phone No: 509.934.1622 E-mail: josh@asphaltsupply.net

BID BOND

All Bidders are required to furnish a Five Percent (5%) bid surety with their bid.

The surety shall be in the form of a Bond, Cashier's Check, Certified Check, Money Order or Cash. Personal or company checks are not acceptable unless certified. Make checks payable to City of Post Falls.

Bids received without surety will be considered non-responsive and rejected.

Bid Bonds of the unsuccessful Bidders will be returned upon execution of the Contract by the successful Bidder.

**2023 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Road Products, LLC, as PRINCIPAL, and Travelers Casualty and Surety Company of America as SURETY, are held and firmly bound unto the City of Post Falls, hereinafter referred to as the "owner," in the penal sum of five percent (5%) of the total amount of the bid of the Principal submitted to the Owner, for the work described below, for the payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the presents. In no case shall the liability of the Surety hereunder exceed the sum of \$ --Five Percent of the Amount Bid (5%)--.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas said Principal has submitted the above-mentioned bid to the Owner for "2023 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT BID," for which bids are to be opened at the office of the Owner at 11:00 A.M. local time, Wednesday, May 10th, 2023

NOW, THEREFORE, if the Principal is awarded the Contract, and within the time and manner required under the heading "Instructions to Bidders," after the prescribed forms are presented to him for signature, enters into a written agreement, substantially in the form contained in the Specifications, in accordance with the bid and files the two bonds required by Statute, one to guarantee performance and one to guarantee payment for materials and labor, and provides all other required documents including but not limited to proof of required insurance and Idaho Public Works License, this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Owner and judgment is recovered, said Surety shall pay all costs incurred by the Owner in such suit including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 10th day of

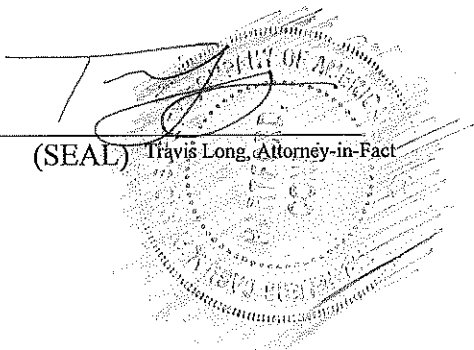
_____ May _____, 20 23 .

Road Products, LLC
PRINCIPAL

BY *Kevin Washburn*
(SEAL)

Travelers Casualty and Surety Company of America
SURETY

BY *Travis Long*
(SEAL) Travis Long, Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

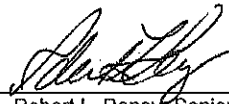
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Travis Long** of **SPOKANE, Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

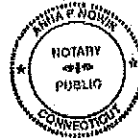
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is


FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10th** day of **May**, 20**23**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BIDDER INFORMATION

The name of the Bidder submitting this Bid is Road Products LLC

, which is a business located

at 9915 E Trent Ave - Spokane Valley, WA 99206

which is the address to which all communications regarding this Bid and with the Contract Documents shall be sent.

Phone: 509.934.1622

E-mail: josh@asphaltsupply.net

Bidder's person to contact for additional information on this Bid:

Name: Joshua Polello

Phone: 509.934.1622

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

David Lawless - President

Kecia Washburn - CFO

Sharron Moffat - Controller

Federal Tax Identification Number: 91-1667929

State of Idaho Public Works Contractor's License Number:

PWC-C12871-A-4

CONTRACTOR'S NON-COLLUSION AFFIDAVIT

State of Washington
County of Spokane) SS

Bid for 2023 Asphalt basalt chip seal and fog seal placement, Kecia Washburn,
being first duly sworn, deposes and says that he/she is CFO, of
Road Products LLC,

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

Signed: Kecia Washburn

Title: CFO

Subscribed and sworn to before me this

10th day of May, 2023.

[Signature]
Notary Public

My Commission

Expires 12/07/2025

Randal M Saccomanno
Notary Public State of Washington
My Comm. Expires December 07, 2025
Commission# 196735

ROAD PRODUCTS LLC

P. O. Box 11072, Spokane, WA 99211-1072

(509) 922-1206 • Fax (509) 922-9879



Project: 2023 Asphalt Basalt(Granite) Chip Seal and Fog Seal

Subject: Work Schedule

Date: May 10, 2023

To: City of Post Falls – Post Falls, ID

¼" Chip Seal

This portion of the project will take an estimated (5) days to complete work, 8-10-hour days

3/8" Chip Seal

This portion of the project will take an estimated (5) days to complete work, 8-10-hour days

Fog Seal

This portion of the project will take an estimated (5) days to complete work, 8-10-hour days

Road Oiling • Paving Fabric • Pavement Markings • Water Blasting • Signage

AN EQUAL OPPORTUNITY EMPLOYER

WA Reg # ROADPI*053DT / ID Public Works # PWC-C12871-A-4

EIN # 91-1667929 / L & I Acct # 518,690-01 / Unemployment # 827860 00 1

NOTICE OF AWARD

To: Road Products LLC.

PROJECT DESCRIPTION:

2023 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL

The Owner has considered the Proposal submitted by you for the above-described Project.

You are hereby notified that your Proposal has been accepted for items in the amount of \$ 552,178.70

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice. If you do not, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and your Proposal Guarantee forfeited. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____

CITY OF POST FALLS
(Owner)

By _____

Title: Ronald G. Jacobson, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

this _____ day of _____, 20____.

By _____

Title _____

NOTE: Two (2) copies of this form are enclosed for the Contractor's signature.

AGREEMENT

THIS AGREEMENT made and entered into this day of June 2023 by and between the City of Post Falls, whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter called Owner, and Road Products LLC, whose address is 9915 E. Trent Ave, Spokane, WA 99206 hereinafter called Contractor.

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor agrees to perform and complete in a workmanlike manner all work required under the Bid Schedule of the Owner's Contract Documents and Specifications entitled "**2023 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT**," in accordance with the Specifications and Drawings therefore, to furnish, at his own expense, all plant, temporary structures, labor, services, materials, equipment, tools, supplies, transportation, utilities, and all other items and facilities necessary therefore, except for such materials, equipment, and services as may be stipulated in said Specifications to be furnished by the Owner, and to do everything required by this Agreement and said Specifications and Drawings.

ARTICLE II. The Contractor shall be responsible for furnishing all said labor, services, materials, equipment, and supplies; furnishing and removing all plant, temporary structures, tools, supplies, transportation, utilities, and all other items and facilities and equipment, and doing everything required by the Contract Documents; also, for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work; also, for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by the Owner; and for completing the work in accordance with the requirements of said Specifications and Drawings. The Owner will pay, and the Contractor shall receive, in full compensation therefore, the sum named in Article IX below.

ARTICLE III. The parties recognize that the work to be performed under this contract will cause an inconvenience to the motoring public during the times that the work is being performed and may result in some frustration on the part of the public. The Contractor shall be responsible to ensure that the Contractor's employees and/or agents are courteous and respectful to the public at all times during the performance of the work.

ARTICLE IV. The Owner hereby employs the Contractor to perform the work according to the terms of this Agreement for the sum set forth in Article IX, and agrees to pay the same, at the time, in the manner, and upon the conditions stipulated in the said Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE V. The Contract Documents shall be comprised of the documents listed and defined in Paragraph 1.07, "Contract Documents," of the General Conditions.

ARTICLE VI. The Contractor agrees to a one (1) year guarantee period for all labor, material and workmanship after receiving the Certificate of Substantial Completion.

ARTICLE VII. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of Notice to Proceed, *but not before July 10, 2023.*

ARTICLE VIII. The Contractor shall furnish and install barriers and warning lights to prevent accidents and save the City harmless from all claims for injury to person or property resulting from the Contractor's actions or omissions in performance of this Contract, and to that end shall maintain insurance as specified in Section 8 of the Supplementary Conditions.

ARTICLE IX. The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of **\$552,178.70**

ARTICLE X. The Contractor shall complete all work by August 18th, 2023.

ARTICLE XI. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions and such amounts as required by the Contract Documents.

ARTICLE XII. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

ARTICLE XIII. If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum of \$1,000.00 for each and every day said work remains uncompleted after expiration of the specified time, as liquidated damages.

ARTICLE XIV. The required Bonds shall be held in full force until the Final Acceptance has been issued.

ARTICLE XV. The Contractor agrees to comply with the requirements of I.C. 44-1001.

ARTICLE XVI. 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.

ARTICLE XVII. 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.

ARTICLE XVIII. 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).

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

(SEAL)

CITY OF POST FALLS, IDAHO

By: _____
Ronald G. Jacobson, Mayor

Attest: _____
Shannon Howard, City Clerk

(SEAL)

Contractor

By: _____
Signature

Title

**** END OF SECTION ****

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That Road Products LLC, as Contractor, and _____ as Surety, are held firmly bound unto the City of Post Falls, Idaho, hereinafter called "Owner," in the sum of FIVE HUNDRED FIFTY TWO THOUSAND ONE HUNDRED SEVENTY EIGHT dollars and SEVENTY CENTS (\$552,178.70), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said Owner to perform the work as specified or indicated in the Contract Documents entitled **“2023 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL.”**

NOW THEREFORE, if said Contractor fails to perform all the requirements of said Contract Documents required to be performed on its part, at the times and in the manner specified therein, said Surety will pay for same in an amount not exceeding the sum specified above, and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

Wherever Contractor shall be, and declared by the City of Post Falls to be in default under the Contract, the City of Post Falls having performed the City of Post Falls' obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

Obtain a bid(s) for the submission to the City of Post Falls for completing the Contract in accordance with its terms and conditions, and upon determination by the City of Post Falls and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the City of Post Falls and make available as work progresses (even though there should be a default or a succession of defaults under the Contract(s) of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City of Post Falls to the Contractor under the Contract and any amendments thereof, less the amount properly paid by the City of Post Falls to the Contractor.

This Bond is furnished pursuant to Idaho Code.

SIGNED AND SEALED, this _____ day of _____, 20_____.

(SEAL)

(Contractor)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

PERFORMANCE BOND SHALL MEET REQUIREMENTS OF IDAHO CODE - SECTION 54-1926.

**** END OF SECTION ****

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That Road Products LLC, Inc. as Contractor, and _____ as Surety, are held firmly bound unto the City of Post Falls, Idaho, hereinafter called "Owner," in the sum of FIVE HUNDRED FIFTY TWO THOUSAND ONE HUNDRED SEVENTY EIGHT dollars and SEVENTY CENTS (\$552,178.70) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said Owner to perform the work as specified or indicated in the Contract Documents entitled **“2023 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL.”**

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for same in an amount not exceeding the sum specified above, and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 20____.

(SEAL)

(SEAL)

(Contractor)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

PAYMENT BOND SHALL MEET REQUIREMENTS OF IDAHO CODE - SECTION 54-1926.

SUBCONTRACTOR'S NON-COLLUSION AFFIDAVIT
(TO BE SUBMITTED PRIOR TO AWARD BY EACH SUBCONTRACTOR
NAMED BY THE APPARENT LOW BIDDER)

State of _____)
County of _____) SS

_____, being first duly sworn, deposes and says
that he/she is _____ of _____,
the party submitting a Bid for a subcontract covering:

(Describe nature of subcontract)

that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, nor that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the principal Contractor or anyone interested in the proposed subcontract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person(s) as has/have a partnership or other financial interest with said Bidder in his general business.

The provisions of this affidavit shall not be held as disqualifying a person, firm or corporation who has submitted a sub-proposal to one Bidder from submitting separate sub-proposals or quoting prices for materials or work to other Bidders.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day
of _____, 20____.

Notary Public

My Commission Expires _____
(Seal)

NOTICE TO PROCEED

To: _____

Date: _____

Project Description:
CITY OF POST FALLS
2023 ASPHALT BASALT CHIP SEAL
AND FOG SEAL PLACEMENT

You are hereby notified to commence Work in accordance with the Agreement dated June 10, 2023, within ten (10) calendar days after the date of Notice to Proceed, but not before July 10, 2023 and you are to complete the Work by August 18th, 2023. The date of completion of all Work is, therefore, August 18th, 2023.

CITY OF POST FALLS, IDAHO

By _____

Ronald G. Jacobson, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this _____ day of _____, 20____.

By _____

Title _____

NOTE: Two (2) copies of this form are enclosed for the Contractor's signature.

CONTRACT CHANGE ORDER FORM

CONTRACT CHANGE ORDER

DATE: _____ CHANGE ORDER NO. _____

CONTRACT: 2023 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT

OWNER: City of Post Falls

TO: _____
(Contractor)

You are hereby requested to comply with the following changes.

| Description of Changes (Supplemental Plans and Specifications attached) | DECREASE in Contract Price | INCREASE in Contract Price |
|---|-------------------------------|-------------------------------|
| See attached spreadsheet | \$ | \$ |
| | | |
| | | |
| | | |
| | | |
| TOTALS | \$ | \$ |
| NET CHANGE IN CONTRACT PRICE | \$ | \$ |

JUSTIFICATION: Added/Deleted ___ miles of chip and fog seal to our “2023 Asphalt Basalt Chip Seal and Fog Seal Placement”

The amount of the Contract will be (Increased/Decreased) by the sum of: _____
(\$00,000.00).

The Contract Total, including this and previous Change Orders, will be: _____
(\$000,000.00).

The Contract Period provided for completion will be ___ Days.

This document will become a supplement to the Contract and all provisions will apply hereto.

ACKNOWLEDGEMENT OF CHANGE ORDER LIMITS
BY CONTRACTOR

Change Order No. _____

The increase or decrease in Contract Price and/or Contract Time stated in each and every Change Order shall unequivocally comprise the total price and/or time adjustment due or owed the Contractor for the work or changes ordered by the Change Order. By executing the Change Order, the Contractor acknowledges and agrees that the stipulated price and/or time adjustments represent full compensation for all increases or decreases in cost or the time required to perform the Contract as a whole arising directly or indirectly from the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, delay and cumulative impacts or ripple effect on all other non-affected work under Contract not changed by the Change Order. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price and/or time, subject to the current scope of the entire work as set forth in the Contract Documents. Acceptance of this Change Order constitutes an agreement between Owner and Contractor that the Change Order represents an equitable adjustment to the Contract, and that the Contractor will waive all rights to file a claim on the Change Order after it is properly executed.

All Change Orders shall include a written record, submitted by the Contractor that states the basis of cost amount, including time and materials data that enables the Owner to determine the necessity and reasonableness of the Change Order.

(Owner) _____ (Date)

Reviewed by _____
(Owner's Architect/Project Manager) _____ (Date)

(Contractor) _____ (Date)

CERTIFICATION
Idaho Statute 44-1001
Employment of Residents of Idaho

(Project Name)

I, _____, certify as _____ of
(Name) (President / Owner / Other)

_____ that we complied with Idaho Statute 44-1001
(Company Name)

“Employment of Residents of Idaho”, during the period of time for which Pay Request No. _____
was processed.

SIGNATURE:

DATE:

(Signature)

(Print Name)

APPLICATION FOR PAYMENT

INSTRUCTIONS

A. GENERAL INFORMATION

This standard form is intended as a guide only. Many projects require a much more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by the Owner or the Contractor at the time the Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Agreement permits (or the law provides), and the Contractor elects, the deposit of securities in lieu of retainage. Refer to Section 5 of the General Conditions for provisions concerning payments to the Contractor.

B. COMPLETING THE FORM

The Bid Breakdown, submitted and approved as provided in Paragraph 5.01 of the General Conditions, should be copied in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of their installation. All Change Orders affecting the Contract Price should be identified and include such supplemental Schedules of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

C. PROJECT MANAGER'S REVIEW

The Project Manager must review all Applications for Payment with care to avoid recommending any payments not yet earned by the Contractor. The Owner's attorney should review all accompanying documentation of legal nature, such as lien waivers, and the Project Manager should so advise the Owner.

**** END OF SECTION ****

APPLICATION FOR PAYMENT NO. _____

To _____

Contract for 2023 ASPHALT BASALT CHIP SEAL AND FOG SEAL PLACEMENT

Owner's Contract No. _____ Project Manager's Project No. _____

For work accomplished through the date of _____.

| Item | Contractor's Schedule of Values | | | Work Completed | |
|--|---------------------------------|--------------------------------|--------|----------------|--------|
| | Unit Price | Quantity | Amount | Quantity | Amount |
| | \$ | | \$ | | \$ |
| Total (Orig. Contract) C.O. No. 1 C.O. No. 2 | | | \$ | | \$ |
| Accompanying Documentation: | | Gross Amount Due..... | | \$ | |
| | | Less ____% Retainage..... | | \$ | |
| | | Amount Due To Date..... | | \$ | |
| | | Less Previous Payments..... | | \$ | |
| | | Amount Due This Application... | | \$ | |

Contractor's Certification:

The undersigned Contractor certifies that 1) all previous progress payments received from the Owner on account of work done under the Contract referred to above have been applied to discharge in full all obligations of the Contractor incurred in connection with the work covered by prior Applications for Payment numbered 1 through _____ inclusive; 2) title to all work, materials and equipment incorporated in said work or otherwise listed in or covered by this Application for Payment will pass to the Owner at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to the Owner indemnifying the Owner against such lien, claim, security interest or encumbrance); and 3) all work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____, 20____ Contractor _____

By: _____
(Authorized Signature)

Payment of the above Amount Due of This Application is recommended.

Dated _____, 20____ Project Manager _____

**PUBLIC WORKS CONTRACTOR'S AFFIDAVIT
AS TO OPERATIONS IN THE STATE OF IDAHO
DURING THE PAST FIVE YEARS**

STATE OF IDAHO)

County of _____) ss.

County of _____) ss.

_____, being first duly sworn, on oath deposes and says:

That during the past five (5) years, I have contracted or operated within only the counties and cities as listed on Exhibit A, attached hereto and by reference made a part hereof, within the State of Idaho, in such manner as to expose the Contractor to assessment of taxes, excises or license fees assessable or chargeable by such political subdivisions within the meaning of Idaho Code Title 63, Chapter 15.

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

(SEAL)

Notary Public for Idaho

Residing at _____

Commission expires _____

**GENERAL CONDITIONS
DEFINITIONS**

Wherever used in these Contract Documents or Specifications, the following terms have the meanings indicated.

1.01 OWNER

- A. The word “Owner” shall mean the city of Post Falls so named in the Contract Documents, and who is referred to throughout the Contract Documents as singular in number and masculine in gender. The term “Owner” shall mean the Owner or his authorized representatives. All necessary action by the Owner pertaining to the Contract will be taken by legally constituted authorities empowered to act on behalf of the Owner.

1.02 PROJECT MANAGER

- A. The word “Project Manager” shall mean the individual or firm authorized by the Owner to oversee the performance of this Contract, acting either directly or through properly authorized agents, each agent acting only within the scope of authority delegated to him by the Owner. The responsibility of the Project Manager under this Contract shall be limited and does not include responsibility for the superintendence of construction processes, site conditions, operations, equipment, personnel or the maintenance of a safe place to work or any safety in, on or about the site of the work. The City’s Public Works Director shall identify the Project Manager at the beginning of the project and if changes are made to the Project Manager role.

1.03 RESIDENT PROJECT REPRESENTATIVE

- A. The words “Resident Project Representative” shall mean the individual authorized by the Owner to provide construction observation and administer the execution of the construction phase of this Contract, acting either directly or through properly authorized agents, each agent acting only within the scope of authority delegated to him by the Owner. The responsibility of the Resident Project Representative under this Contract shall not include responsibility for the superintendence of the construction process, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on or about the site of the work. Where a Resident Project Representative is provided at the site of the work, said person shall be the sole authorized representative of the Owner and the Project Manager on-site relations with the Contractor.

1.04 CONTRACTOR

- A. The word “Contractor” shall mean the party entering into Contract with the Owner for performance of the work called for in the Contract Documents, including the Contractor’s authorized agents.

1.05 SUBCONTRACTOR

- A. The word “Subcontractor” shall mean any person, firm or corporation entering into agreement with the Contractor for performance of any part of the Contractor’s obligation under the Contract, and whose contractual obligations are with the Contractor and not with the Owner.

1.06 CONTRACT

- A. The word “Contract” shall mean the agreement between the Owner and the Contractor for the satisfactory performance of the construction work indicated on the Drawings and specified herein and the consideration therefore, all as evidenced by the Contract Documents.

1.07 CONTRACT DOCUMENTS

- A. The “Contract Documents” shall comprise the following documents, including all additions, deletions, modifications and appendices and all addenda thereto as prepared prior to the date of the Bid Opening setting forth modifications or interpretations of any of said documents and all change orders properly executed and agreed to by the Owner and the Contractor during the conduct of the work—Scope of Bid Proposal, Instructions to Bidders, Proposal, Information Required of Bidder, Bid Bond, Contractor’s Non-Collusion Affidavit, Notice of Award, Agreement, Performance Bond, Payment Bond, and all certificates attached hereto, Subcontractor’s Non-Collusion Affidavit, Notice to Proceed, Public Works Contractor’s Affidavit As To Operations in the State of Idaho....., General Conditions, Supplemental General Conditions, Technical Provisions, Drawings, all addenda and Change Orders executed pursuant to the provisions of the Contract. Soils reports, if any, are provided for the convenience of the Contractor for information only, and are not a part of the Contract Documents.

1.08 SPECIFICATIONS

- A. The word “Specifications” shall mean that portion of the Contract Documents comprising the Scope of Bid Proposal, Instructions to Bidders, Proposal, Bidder Information, General Conditions, Supplemental General Conditions, and the Technical Provisions of the Contract, and all referenced portions of material and testing standards and standard specifications, together with all addenda and change orders issued with respect thereto.

1.09 DRAWINGS; CONTRACT DRAWINGS

- A. The words “Drawings” or “Contract Drawings” shall mean that portion of the Contract Documents comprising all Drawings, Plans, maps, profiles, diagrams or other graphic representations delineating the location, nature, extent and form of the work, together with applicable details.

1.10 DATE OF COMPLETION

- A. Completion of the work as referred to herein shall mean substantial completion as determined by the Project Manager. The date of such substantial completion of a project or specified area or part of a project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any change orders

agreed to by the parties, so that the Owner can occupy or utilize the project or specified area or part of the project for the use and purpose for which it was intended. The Contractor shall not be relieved by issuance of a Notice of Completion from meeting all of the requirements of the Contract Documents, and is further obligated to complete or correct all outstanding items of work listed on any attachments to the Notice of Completion within the time specified thereon.

2.01 INTENT OF CONTRACT DOCUMENTS

- A. The intent of the Contract Documents is that the Contractor furnish all labor, materials, equipment and services, except as may be specifically noted otherwise, which are required or necessary to fully complete the construction work.

2.02 SPECIFICATIONS AND DRAWINGS COMPLEMENTARY

- A. The Specifications and Drawings are complementary, and what is called for in one shall be as binding as if called for in both.

2.03 DISCREPANCIES IN THE CONTRACT DOCUMENTS

- A. Any discrepancies, conflicts, errors or omissions found in the Contract Documents shall be promptly reported to the Project Manager who will issue a correction in writing. The Contractor shall not take advantage of any such discrepancies, conflicts, errors, omissions or ambiguities, but shall comply with any corrective measures regarding the same prescribed by the Project Manager.

2.04 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from conflicts, errors, ambiguities or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
 - 1. Agreement
 - 2. Specifications
 - 3. Drawings
- B. Within the Specifications, the order of precedence is as follows:
 - 1. Addenda
 - 2. Supplemental General Conditions
 - 3. Scope of Bid Proposal
 - 4. Instructions to Bidders
 - 5. General Conditions
 - 6. Technical Provisions
 - 7. Referenced Standard Specifications
 - 8. Proposal
- C. With reference to the Drawings, the order of precedence is as follows:
 - 1. Figures govern over scaled dimensions
 - 2. Detail drawings govern over general drawings

3. Change order drawings govern over contract drawings
4. Contract drawings govern over standard drawings
5. Contract drawings govern over shop drawings

2.05 REFERENCE TO STANDARDS OR PUBLICATIONS

- A. Any reference made in the Contract Documents to any specification, standard or publication of any organization shall, in the absence of a specific designation to the contrary, be understood to refer to the latest edition of the specification, standard or publication in effect as of the date of advertising the work, except to the extent that said standards or publications may be in conflict with applicable laws, ordinances or governing codes. No requirements of the Specifications or the Drawings shall be waived because of any provisions of, or omission from, said standards or publications.

2.06 REFERENCES TO PROPRIETARY PRODUCTS (Not Used)

2.07 CONTRACT DOCUMENTS FURNISHED TO CONTRACTOR

- A. Following execution of the Agreement, the Owner will furnish to the Contractor one (1) set of the Contract Documents, including Specifications together with reduced Drawings, if any.

3.01 PROJECT MANAGER'S AUTHORITY

- A. The Project Manager shall have final technical authority on matters concerning 1) all questions which may arise as to the quality and acceptability of proposed substitute materials or equipment; 2) interpretation of Contract Documents; 3) technical review authority over all change orders; and 4) all questions as to the acceptable fulfillment of the Contract by the Contractor.
- B. The Project Manager shall have final technical authority on matters concerning 1) the quality and acceptability of materials and equipment furnished to meet the provisions of the Contract Documents; 2) rate of progress of the work; 3) review of quantities of work performed by the Contractor for pay purposes; 4) technical review of overall construction-related change orders 5) Contract Administration; and 6) Project Manager-Owner-Contractor relations. The Resident Project Representative shall serve as the primary Owner/Project Manager contact with the Contractor during the work, and all communications between the Project Manager and the Contractor and between the Owner and the Contractor shall be handled by utilizing the Resident Project Representative as their contact representative.
- C. Any difference which may arise between the Contractor and any other prime contractors will be mediated by the Project Manager; however, the Project Manager will not mediate disputes between the Contractor and his subcontractors or suppliers.
- D. Neither the Project Manager's authority or responsibility under this article or under any other provision of the Contract Documents nor any decision made by the Project Manager in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by the Project Manager shall create, impose or give rise to any duty owed by the Project Manager to the

Contractor, any subcontractor, any supplier, any other person or organization, or to any surety for or employee or agent of any of them.

- E. The Project Manager will not supervise, direct, control or have authority over or be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the furnishing or performance of the work. The Project Manager will not be responsible for the Contractor's failure to perform or furnish the work in accordance with the Contract Documents.
- F. The Project Manager will not be responsible for the acts or omissions of the Contractor or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.
- G. The Project Manager's review of the final Application for Payment and accompanying guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with the Contract Documents.
- H. The limitations upon authority and responsibility set forth in this section shall also apply to the Project Manager's consultants, Resident Project Representative and assistants.

3.02 LEGAL ADDRESS OF CONTRACTOR

- A. The address given in this agreement is hereby designated as the place to which all notices, letters and other communications to the Contractor will be mailed or delivered. The mailing or delivering to said address of any notice, letter or other communication shall be deemed sufficient service thereof upon the Contractor. The date of such service shall be the date of such mailing or delivery. Said address may be changed at any time by a written notice signed by the Contractor and delivered to the Project Manager.

3.03 CONTRACTOR'S DAILY REPORTS

- A. Except where otherwise provided, the Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the Project Manager, and shall be submitted to the Project Manager at the conclusion of each workweek.

3.04 RIGHTS-OF-WAY

- A. Lands or rights-of-way for the work to be performed under the Contract will be provided by the Owner as shown on the Drawings. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. Neither the Owner nor the Project Manager shall be liable for any claims or damages resulting from the Contractor's unauthorized trespass or use of any properties.

3.05 CONTRACTOR'S OBLIGATIONS

- A. The Contractor, at his own sole cost and expense, shall perform all labor and services and furnish all the materials, tools and appliances, except as hereinafter otherwise definitely provided, necessary or proper for performing and completing the work required by these Contract Documents, in the manner and within the time stipulated in the Technical Provisions. If, at any time before the commencement or during the progress of the work or any part of it, the Contractor's methods or appliances appear to the Project Manager to be unsafe, inefficient or inadequate for securing the safety of the workers, the quality of the work required, or the rate of progress stipulated, he may order the Contractor to increase their safety and efficiency or to improve their character, and the Contractor shall comply with such orders at his own expense; but neither the making of such demands by the Project Manager nor the failure to make such demands shall relieve the Contractor of his obligation to secure the safe conduct of the work, the quality of work required, and the rate of progress stipulated in the Contract. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his appliances and methods, and for any damage, which may result from their failure or their improper construction, maintenance or operation. All the labor and materials shall be performed and furnished strictly pursuant to and in conformity with the Contract Documents, the lines and grades and other directions of the Project Manager as given from time to time during the progress of the work under the terms of the Contract, and in accordance with working drawings to be furnished from time to time as provided herein. The Contractor shall complete the entire work to the satisfaction of the Project Manager and in accordance with the Specifications and Drawings herein mentioned, at the prices fixed in the Contract. The amount of any applicable sales or use tax imposed by the State or any political subdivision or municipality thereof shall be included in the prices named in the Bidding Schedule(s).
- B. A technically qualified, English-speaking supervisor or superintendent shall be designated in writing as the Contractor's Representative at the site, and shall supervise or superintend the work and shall provide competent supervision of the work until its completion. The supervisor or superintendent shall have full authority to act on behalf of the Contractor, and all directions given by the Project Manager to said supervisor or superintendent shall be considered as having been given to the Contractor. If said supervisor or superintendent is not present on that part of the work where the Project Manager desires to give instructions, such instructions may be given by the Project Manager to the foreman in charge of the particular work to which the instructions apply. Such instructions given to a foreman likewise shall be considered given to the Contractor. Such instructions given by the Project Manager to said supervisor, superintendent or foreman will be confirmed in writing. All instructions and directions given by the Project Manager will be limited to matters properly falling within the Project Manager's authority as specified in Article 3.01, herein, and shall be effective when given, regardless if written or oral.
- C. The Contractor's supervisor or superintendent shall be present at the site of the work at all times while work under the Contract is in progress. Failure to observe this requirement shall be considered as suspension of the work by the Contractor, until such time as such supervisor or superintendent is again present at the site; and no payment will be allowed for any work performed in the absence of such supervisor or superintendent. Work performed in violation of these provisions is subject to removal and reconstruction or reinstallation under the required supervision. No extensions of time will be granted, nor will additional payment be allowed for any costs to the Contractor of slowdown, delays, idled equipment, or any other costs incurred by the Contractor as the direct or indirect result of such suspension. If in the normal conduct of the business of the Contractor it may

become necessary for the designated supervisor or superintendent to leave the site of the work for any reason, the Contractor shall provide an authorized alternate, and a written notice shall be provided to the Project Manager prior to any such absence specifically designating the name of the person authorized to act on behalf of the Contractor during the absence of the designated supervisor or superintendent. Whenever the work is defined as being suspended under the provisions of this paragraph, any such suspension in excess of 15 days shall be just cause for the Owner to terminate the Contract under the provisions of Article 3.14, herein.

3.06 CLAIMS AND PROTESTS

- A. If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or if he considers any order, instruction or decision of the Project Manager, his Resident Project Representative or of any inspector to be unfair, he shall immediately upon receipt of such order, instruction or decision ask for a written confirmation of same. Upon receipt of written confirmation, the Contractor shall proceed without delay to perform the work or to conform to the order, instruction or decision; but, unless the Contractor finds such order, instruction or decision satisfactory, he shall, within 5 calendar days after receipt of same, file a written protest with the Project Manager stating clearly and in detail his objections and the reasons therefore.
- B. Any decision, order, instruction, notice, or act of omission of the Project Manager to which the Contractor has submitted a protest shall be final and conclusive on the Contractor if he fails to submit or document a statement of his factual and legal contentions with respect thereto in the manner and within the times above specified prior to the Notice of Completion; and such failure shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature; provided that the Project Manager may, if the Contractor shows good cause and if the interests of the Owner will not be prejudiced, consider and decide a properly documented protest on its merits notwithstanding the Contractor's failure to submit it within the time above stated. The foregoing provision shall create no right in the Contractor, and failure or refusal of the Project Manager to exercise his authority thereunder shall not be subject to claim by the Contractor.
- C. All protests under this article will be disposed of by agreement between the Project Manager and the Contractor, except that when agreement cannot be reached, the protest will be disposed of by the Project Manager's decision. The Contractor will be informed of the Project Manager's decision within 10 calendar days after the Contractor last submits data pertinent to the protest as provided for in Article 3.06 (A) and (B), herein. Failure of the Contractor to submit all pending, unresolved claims to the Project Manager prior to execution of said Notice of Completion shall constitute a waiver by the Contractor of all such claims, and the decision of the Project Manager shall be final and binding upon the Contractor.
- D. In all matters concerning the validity, interpretation, performance, effect or otherwise of the Contract, the laws of the State in which the project is located shall govern and be applicable. Pending final disposition of a protest, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Project Manager's decision as applicable.

3.07 INSPECTION AND TESTING

- A. All materials furnished and all work performed under the Contract shall be subject to review by the Project Manager. The Contractor shall be held strictly to the true intent of the Contract Documents in regard to quality of materials, workmanship and diligent execution of the Contract. Such review may include field inspection as required. The Project Manager shall be permitted access to all parts of the work, including plants where materials are manufactured or fabricated, and shall be furnished with such materials, information and assistance by the Contractor and his subcontractors and suppliers as is required to make a complete and detailed inspection.
- B. Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the Owner and used in the work thus removed, shall be borne by the Contractor, regardless of whether or not the work removed is found to be defective. Work covered up without the authority of the Project Manager shall, upon order of the Project Manager, be uncovered to the extent required, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.
- C. Except as otherwise provided herein, the cost of review and inspection will be paid by the Owner. All inspection fees imposed by public agencies other than the Owner shall be paid by the Contractor.
- D. The Project Manager will make, or have made, such inspections and tests, as he deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified in the Supplemental General Conditions, the cost of such inspection and testing will be borne by the Owner. In the event such inspections or tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Project Manager, as well as the cost of subsequent re-inspection and re-testing. It shall be understood and agreed that the inspection or making of tests shall not constitute an acceptance of any portion of the work nor relieve the Contractor from compliance with the terms of the Contract.

3.08 ASSIGNMENT FORBIDDEN

- A. The Contractor shall not assign, sublet, sell, transfer or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, or his obligations thereunder, without the written consent of the Owner. If the Contractor violates this provision, the Contract may be terminated at the option of the Owner. In such event, the Owner shall be relieved of all liability and obligations to the Contractor and to his assignee or transferee, growing out of such termination.

3.09 SUBCONTRACT LIMITATIONS

- A. The Contractor shall perform not less than 20 percent of the work with his own forces (i.e., without subcontracting). The 20 percent requirement shall be understood to refer to work, the value of which totals not less than 20 percent of the Contract Price.
- B. In the Project Manager's discretion, subcontracts may be permitted to such extent as shall be shown to be necessary or advantageous to the Contractor in the prosecution of the work and without injury to the Owner's interests. The re-subletting of work by a subcontractor

shall be subject to the same limitations as an original subletting. Each subcontractor shall be properly licensed for the type of work, which he is to perform.

- C. A copy of each subcontract, if in writing (or if not in writing, then a written statement signed by the Contractor giving the name of the subcontractor and the terms and conditions of each subcontract), shall be filed promptly with the Project Manager upon the Project Manager's request. Each subcontract shall contain a reference to the Agreement and the General and Supplemental General Conditions of the Contract between the Owner and the Contractor, and the terms of said agreement and conditions of the Contract shall be made a part of each subcontract insofar as applicable to the work covered thereby. Each subcontract shall provide for annulment of same by the Contractor upon written order of the Project Manager, if, in the Project Manager's opinion, the subcontractor fails to comply with the requirements of the prime contract insofar as the same may be applicable to this work.
- D. The Contractor shall be responsible to the Owner and Project Manager for the acts and omissions of his subcontractors and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this section shall create any contractual relationship between any subcontractor and the Owner or Project Manager nor relieve the Contractor of any liability or obligation under the prime contract.

3.10 TEMPORARY SUSPENSION OF WORK

- A. General. The Owner, acting through the Project Manager, may, by written notice to the Contractor, temporarily suspend the work, in whole or in part, for such period(s) as he may deem necessary due to: 1) unsuitable weather; 2) delay in delivery of Owner-furnished equipment or materials, or such other conditions as are considered unfavorable for prosecution of the work; or 3) failure on the part of the Contractor to carry out the provisions of the Contract, including, but not limited to, failure to provide materials or workmanship meeting the requirements of the Specifications. Suspended work shall be resumed by the Contractor within 5 calendar days of receipt from the Project Manager of written Notice to Proceed.
- B. Effective Date. Such suspension shall be effective upon receipt by the Contractor of the written order suspending the work and shall be terminated upon receipt by the Contractor of the written order terminating the suspension.
- C. Adjustment of Time. If the Contractor is delayed in completion of the work beyond the time named in the Contract Documents for the completion of the work, by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage, or freight embargoes, the Contractor shall be entitled to an adjustment in the time of completion. No such adjustment will be made unless the Contractor shall notify the Project Manager in writing of the causes of delay immediately from the beginning of any such delay. The Project Manager shall ascertain the facts and the extent of the delay. No adjustment in time shall be made for delays resulting from noncompliance neither with the Contract nor for ordinary delays and accidents, and the occurrence of such shall not relieve the Contractor from the necessity of maintaining the required progress.
- D. In the event that contract completion is delayed beyond the time named in the Specifications by reason of shortages of Contractor-furnished materials, the Contractor

shall be entitled to an adjustment in time of completion; provided, however, that the Contractor shall furnish documentation acceptable to the Project Manager that he placed or attempted to place firm orders with suppliers a reasonable time in advance of the required date of delivery of the materials in question, that such shortages shall have developed following the date such orders were placed or attempts made to place same, that said shortages are general throughout the affected industry, and that the Contractor shall, to the degree possible, have made revisions in the sequence of his operations, within the terms of the Contract, to offset the expected delay. The Contractor shall notify the Project Manager, in writing, concerning the cause of delay, within 5 calendar days of the beginning of such delay. The validity of any claim by the Contractor to an adjustment in the time of completion shall be determined by the Project Manager, and his findings thereon shall be based on his own knowledge and observations of the events involved and documentation submitted by the Contractor, showing all applicable facts relative to the foregoing provisions. Only the physical shortage of material will be considered under these provisions as a cause for adjustment of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the Project Manager that such material could have been obtained only at exorbitant prices entirely out of line with current rates taking into account the quantities involved and the usual practices in obtaining such quantities.

- E. If the Contractor is delayed in completion of the work by reason of changes made under the provisions of Article 5.02 or changed conditions as provided under Article 3.17, herein, or by failure of the Owner to acquire right-of-way as provided under Article 3.04, herein, or by any act of the Project Manager or of the Owner, not contemplated by the Contract, an adjustment in the time of completion will be made by the Project Manager in like manner as if the work had been suspended for the convenience and benefit of the Owner; except that if the work under the Contract is increased as a result of changes, the Project Manager, at his sole discretion, may grant an adjustment in the number of calendar days for completion of the Contract. In the event of such delay, the Contractor shall notify the Project Manager in writing of the causes of delay within 5 calendar days from the beginning of any such delay. The Project Manager shall ascertain the facts and the extent of the delay.
- F. Time of Completion. The Contractor shall complete all or any designated portion of the work called for under the Contract within the number of calendar days set forth in the Contract Documents.
- G. Payment for Delay. The contract prices paid for the work shall include full compensation for all costs incurred by reason of any delay to the work, except as otherwise provided in this section. No payment will be made for delay caused by failure on the part of the Contractor to carry out the provisions of the Contract, including failure to provide materials and workmanship meeting the requirements of the Contract Documents, or failure to provide a supervisory representative at the site at all times while work is in progress. In the event of a delay caused by suspension of the work for the sole convenience and benefit of the Owner, or by the failure of the Owner to furnish within contract time requirements, access to the work area for which the Owner is responsible under the Contract; and, provided that the Project Manager or Owner has notified the Contractor in accordance with Article 3.11 (A), hereof, the Contractor will be entitled to payment of the following costs, to the extent that no other contractor is liable therefore and subject to the succeeding provisions:

1. Those actual necessary costs of idle time of construction equipment, idle time of workers, moving of construction equipment, and hauling of materials and equipment which are incurred solely by reason of the delay and which could not have been avoided by the judicious handling of forces, construction equipment and plant, with allowance for overhead and profit as provided in Article 5.03 entitled "Extra Work."
2. Costs incurred, with the written approval of the Project Manager, to mitigate the foregoing costs, with allowance for overhead and profit as provided in Article 5.03 entitled "Extra Work."

The Contractor shall maintain complete and accurate daily records of all such costs, clearly distinguishing them from the costs of other portions of the work, and shall submit a detailed written report of such costs to the Project Manager. In addition, the Contractor shall submit evidence of any cause of delay specified hereinabove. As soon as practicable, following receipt of such report and evidence, if required, the Project Manager will determine the nature and extent of such costs and will, if he finds that payment is due, issue an extra work order therefore, subject to the provisions for Extra Work under Article 5.03. If the Project Manager determines that payment is not due, he will so advise the Contractor in writing. Should the Contractor disagree with such finding, he may submit a notice of protest to the Project Manager as provided in Article 3.06, herein. The Contractor shall provide the Project Manager with access to his daily cost records or certified copies thereof as requested. All such records shall be retained by the Contractor and opened to inspection and audit by the Owner and his authorized representatives. Except for the additional compensation provided hereinbefore, the Contractor shall have no claim for damage or compensation for any delay or hindrance whether or not contemplated by the Contract.

3.11 EXTENSIONS OF TIME FOR DELAY

- A. Time of completion will be extended for as many calendar days as the Contractor is specifically required under the provisions of the Technical Provisions to suspend construction operations, or as many calendar days as the Contractor is prevented by unseasonable, inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation(s) for at least 60 percent of the total daily time being currently spent on the controlling operation.
- B. Unseasonable, inclement weather shall mean any weather condition sufficient to prevent all work from proceeding, the duration of which varies in excess of 20 percent from the average conditions expected at the location of the work at the time of the delay, as determined from U.S. Weather Bureau records for the corresponding time of the year for the 3-year period immediately preceding. No extensions of time will be allowed for any inclement weather that could reasonably have been predicted from such weather records at the time of submitting the Contractor's Bid.
- C. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which inclement weather, as defined in Article 3.11 (B), herein, or the conditions resulting from the weather, or the condition of the work prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof, Contractor will not be charged for a working day whether or not conditions

change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.

3.12 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR NOT AT FAULT)

- A. The Owner may terminate the Contract upon written notice to the Contractor, if it is found that reasons beyond the control of either the Owner or Contractor make it impossible or against the Owner's interests to complete the work. In such case, the Contractor shall have no claims against the Owner except: 1) for the value of work performed up to the date the Contract is terminated; and 2) for the cost of materials and equipment on hand, in transit, or on definite commitment as of the date the Contract is terminated, which would be needed in the work and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the Project Manager in accordance with the procedure prescribed for the making of the final estimate and payment under Article 5.08.
- B. When written notice to discontinue work as provided in Article 3.10, herein, is served upon the Contractor after the work has been damaged by an act of God or other causes as defined in said Article 3.10, the Owner or the Contractor, before work other than investigative work is resumed, may terminate the Contract. Upon such termination, the Contractor shall be paid for work performed to the time of occurrence of said act of God or other named cause at the unit prices named in the Contract, or in the event no unit prices are named, a sum equal to that portion of the lump sum price which the work completed to the time of occurrence of the act of God bears to the total work to be performed under the Contract, as determined by the Project Manager.

3.13 TERMINATION OF CONTRACT BY OWNER (CONTRACTOR DEFAULT)

- A. In the event of default by the Contractor, the Owner will suspend the work under the provisions of Article 3.10, herein, and upon 5 calendar days' written notice to the Contractor will terminate the Contract as provided herein. It shall be considered a default by the Contractor whenever he shall: 1) declare bankruptcy, become insolvent or assign his assets for the benefit of his creditors; 2) fail to provide materials or workmanship meeting the requirements of the Specifications; 3) disregard or violate important provisions of the Contract Documents or Project Manager's instructions, or fail to prosecute the work according to the approved progress schedule; or 4) fail to provide a qualified superintendent, competent workmen, or subcontractors, or materials or equipment meeting the requirements of the Contract Documents.
- B. In the event the Contract is terminated in accordance with Article 3.13 (A), herein, the Owner may take possession of the work and of all materials, tools, equipment and property of the Contractor which have been provided in connection with the work, and may complete the work by whatever method or means he may select. The cost of completing the work shall be deducted from the balance which would have been due the Contractor had the Contract not been terminated and the work completed in accordance with the Contract Documents. If such cost exceeds the balance, which would have been due, the Contractor shall pay the excess amount to the Owner. If such cost is less than the balance which would have been due, the Contractor shall not have claim to the difference except to such extent as may be necessary, in the opinion of the Project Manager, to reimburse the Contractor or the Contractor's sureties for any expense properly incurred for materials, tools, equipment, property and labor devoted to the prosecution of the work, of which the

Owner shall have received the benefit. In computing such expense, as it related to equipment and property, the salvage value at completion of the work shall be deducted from the depreciated value at the time the Contract was terminated, and the difference shall be considered as an expense.

3.14 TERMINATION OF CONTRACT BY CONTRACTOR

- A. The Contractor may terminate the Contract upon ten (10) calendar days written notice to the Owner, whenever: 1) the entire work has been suspended under the provisions of Article 3.10, herein, for more than ninety (90) consecutive calendar days through no fault or negligence of the Contractor, and notice to resume work or to terminate the Contract has not been received from the Owner within this time period; or 2) the Owner should fail to pay the Contractor any substantial sums due him in accordance with the terms of the Contract and within ninety (90) calendar days after presentation to the Owner by the Contractor of an approved pay estimate, unless within said 10-day period the Owner shall have remedied the condition upon which the payment delay was based. In the event of such termination, the Contractor shall have no claims against the Owner except for those claims specifically enumerated in Article 3.13, herein, and as determined in accordance with the requirements of said article.

3.15 FAILURE TO COMPLY

- A. If the Contractor should refuse or neglect to comply with the provisions of the Contract or the orders of the Project Manager, the Owner may have such provisions or orders carried out by others at the expense of the Contractor.

3.16 CHANGED CONDITIONS

- A. The Contractor shall notify the Project Manager immediately and follow up in writing within five (5) days of the following unforeseen conditions, hereinafter called changed conditions, of their discovery and before they are disturbed:
1. Subsurface or latent physical conditions at the site of the work differing materially from those indicated, described or delineated in the Contract Documents; and
 2. Unknown physical conditions at the site of the work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
 3. Delays caused by the Owner which alter the Contractor's schedule of operations by extending the Contractor's operations into a season whereby the number of available days during which work can be performed is reduced as the direct and sole result of inclement weather, as defined in Article 3.11(B), herein, or conditions resulting therefrom; provided that such delay is sufficient to prevent the Contractor from proceeding with at least 75 percent of the normal labor and equipment force currently engaged in construction operations for at least 60 percent of the total daily time being currently spent on the controlling operation.
- B. The Project Manager will promptly investigate conditions of which he is so notified, or any conditions discovered by him which appear to be changed conditions, and will, as soon as practicable, issue appropriate orders or instructions. If he determines that the conditions

are changed conditions, as defined in Article 3.16(A), herein, that they will materially increase or decrease the costs of any portion of the work, and that such change in costs is not or will not be accounted for in any order for changes in design necessitated by the conditions, he will issue a change order adjusting the compensation for such portion of the work in accordance with the provisions for changes and extra work in Articles 5.02 and 5.03, respectively, in the same manner as if the increase or decrease in costs had been due to changes in design. If the Project Manager determines that conditions of which he has been notified by the Contractor do not justify an adjustment in compensation, he will so advise the Contractor in writing. Should the Contractor disagree with such determination, he may file a written protest to the Project Manager as provided in Article 3.06, herein.

- C. The Contractor may be entitled to a time extension for delay due to changed conditions or unseasonable, inclement weather, subject to the provisions of Article 3.11, herein.
- D. Should the Project Manager temporarily suspend the work by reason of conditions later determined to be changed conditions, such suspension will be considered to be for convenience and benefit of the Owner under Article 3.10, herein. A suspension of the work by reason of conditions claimed by the Contractor to be changed conditions, but later determined not to be changed conditions, will be considered to be for conditions unfavorable for the proper prosecution of the work under said Article 3.10, herein.
- E. The Contractor's failure to give notice of changed conditions as required upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

3.17 LINES AND GRADES (SURVEYS)

- A. The Project Manager will furnish the Contractor with all principal lines and measurements necessary for the proper prosecution of the work. The Contractor shall establish such additional lines, grades and controls as are needed for construction.
- B. Bench marks, base lines, property boundaries, line and grade hubs and other reference and construction points, as originally established by the Project Manager, shall thereafter be maintained by the Contractor who shall be responsible for keeping their accuracy and who shall pay to the Project Manager all costs of re-establishing them, if they are disturbed. The Contractor shall notify the Project Manager in writing at least ten (10) calendar days in advance of the time he will commence work on any parts of the construction requiring surveys furnished by the Project Manager.
- C. The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements during the project. He shall not proceed until he has made request to the Project Manager for and has received from him such points as may be necessary as the work progresses. The work shall be done in strict conformance with such points.
- D. During the prosecution of the work, the Contractor shall make all necessary measurements and shall be responsible for the accurate placement of the product.

3.18 NON-WAIVER OF CONTRACT TERMS

- A. The failure of the Project Manager or Owner to act or not act under the Contract Documents shall not be construed in any manner to be a waiver of any of the terms and conditions of the Construction Documents, and the Contractor shall not thereby be relieved from performance and full compliance with all the terms and conditions of the Construction Documents and performance of the work.

4.01 DEFECTIVE EQUIPMENT, MATERIALS OR WORK

- A. Inspection of the work by the Project Manager or Owner shall not relieve the Contractor of any of his obligations under the Contract. Even though equipment, materials or work required to be provided under the Contract have been inspected, accepted and estimated for payment, the Contractor shall, at his own expense, replace or repair any such equipment, materials or work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the maintenance and guarantee period as provided in Article 6.04.
- B. Any equipment or materials brought upon the job site by the Contractor and subsequently rejected by the Project Manager as not complying with the requirements of the Contract shall be removed immediately by the Contractor to a satisfactory distance from the job site.
- C. If the Contractor shall fail to repair or replace unsatisfactory equipment, materials or work, or to remove unsatisfactory equipment or materials from the job site, within ten (10) calendar days after being ordered to do so by the Project Manager, the Project Manager, acting on behalf of the Owner, may make the ordered repairs or remove the condemned equipment or materials, and the Owner will deduct the cost thereof from any monies due or to become due the Contractor.

4.02 CHARACTER OF WORKERS

- A. None but skilled workers shall be employed on work requiring special qualifications. When required in writing by the Project Manager, the Contractor or any subcontractor shall discharge any person who is, in the opinion of the Project Manager, incompetent, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the Project Manager. Such discharge shall not be the basis of any claim for damages against the Owner, Project Manager or any of his agents.

5.01 BREAKDOWN OF CONTRACT PRICE

- A. Prior to execution of the Contract, if requested by the Project Manager, the Contractor shall submit a detailed price breakdown of any or all of his bid items for the work. Such price breakdown shall include quantities, unit prices and any other information required, in sufficient detail, to enable it to be used by the Project Manager in preparing monthly progress estimates. The Contractor shall use the price breakdown form bound with the Specifications if one is included.

5.02 CHANGES

- A. If the Project Manager finds it inadvisable to comply strictly with these Contract Documents, the Project Manager, with the approval of the Owner, may prescribe a

modification of requirements or of methods of work; and for such purposes the Project Manager may at any time during the life of the Contract, by written order, make such changes as he shall find necessary in the design, line, grade, form, location, dimensions, plan or material of any part of the work, or in the quantity or character of the work. If such changes increase or diminish the quantity or amount of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the work that may be dispensed with; provided that if such changes or alterations render useless any work already done or materials already furnished or used in the work, the Project Manager shall make reasonable recommendation for allowance.

- B. In the event of increasing or decreasing of work, the total amount of work actually done, or materials furnished shall be paid for according to the unit price established for such work in the unit price bid items, wherever such unit price has been established. An adjustment in compensation will be made for changes that result in an increase or decrease in the total bid price in excess of twenty-five percent (25%). In the event no prices are named in the Contract or in the "Bid Breakdown" to cover increases in the work to be done, or a combination of increases and decreases in such work, the cost of such changes shall be covered as hereinafter provided for extra work.
- C. In the event a part of the work is to be entirely eliminated and no lump sum or unit price is named in the Contract to cover such eliminated work, the cost of the eliminated work shall be agreed upon in writing by the Project Manager and the Contractor. If after the expiration of a reasonable time the Project Manager and the Contractor fail to agree upon the cost of the eliminated work, the Project Manager will unilaterally fix the cost of the eliminated work based upon his estimates of decreased labor and material costs to be incurred by the Contractor. Whether established by agreement of the parties or unilaterally by the Project Manager, to the cost of the eliminated work will be added the allowances for overhead and profit, in accordance with the provisions of Article 5.03, herein.
- D. The Contractor shall proceed to immediately revise his schedule to accommodate the changed work upon receipt of a written order to make the changes, notwithstanding the fact that an agreement has not been reached regarding the cost of the changes. The Contractor shall complete the changed work in accordance with the revised schedule. If in the opinion of the Project Manager the Contractor is not performing the changed work in accordance with the revised schedule, the Project Manager may withhold certification of estimates for payment until such time that the Contractor does perform in accordance with the revised schedule. In the absence of a prior agreement as to the effect on time and cost of the changed work, the Contractor shall submit to the Project Manager, within five (5) working days after receipt of a written order to perform changes, his claim for an extension of time and for the additional compensation which he considers necessary as a result of performing the changes; such claim shall contain an itemized cost breakdown of claimed additional compensation. If the Contractor fails to submit in writing his claims for increased compensation or extension of time within five (5) working days after receipt of a written order to perform changes, the Project Manager may make an equitable adjustment of the Contract completion time and compensation based on his judgment of increases or decreases in costs or in time required to complete the Contract due to the changes.
- E. When required to perform and complete the changed work in accordance with the revised schedule, the Contractor shall provide additional labor, materials, equipment or other factors of production in excess of those in use before the changed work was ordered.

5.03 EXTRA WORK

A. General.

1. If during the performance of the Contract it shall, in the opinion of the Project Manager, become necessary or desirable for the proper completion of the Contract to order work done or materials or equipment furnished which, in the opinion of the Project Manager, are not susceptible of classification under the unit price items named in the Bid Schedule and are not included in any item in the "Bid Breakdown", the Project Manager, with the approval of the Owner, may order, and the Contractor shall do and perform such work and furnish such materials and equipment. Such labor, material and equipment will be classed as extra work and shall be ordered in writing before such work is started. No extra work will be paid for unless ordered in writing. All claims for extra work shall be submitted to the Owner on standard forms provided by the Owner and shall be supplemented by such other data as the Project Manager may require.

2. Extra work and work involving a combination of increases and decreases in the work will ordinarily be paid for at a lump sum or unit price agreed upon in writing by the Project Manager and the Contractor before the extra work order is issued. In the negotiation of lump sum or unit prices, the agreed estimated cost of the work plus an allowance for overhead and profit, not to exceed the allowances in Article 5.03 (A) (3), herein, shall be used. In the event the Contractor fails to submit his proposal within the prescribed time, or the Project Manager and the Contractor fail to agree upon a price or time adjustment, or both, within a reasonable time, or if in the judgment of the Project Manager it is impracticable because of the nature of the work or for any other reason to fix the price or to adjust the time for completion before the extra work order is issued, equitable payment for extra work and an equitable adjustment in the contract time for completion of the Contract, if justified, will be made by the Project Manager on the basis of his estimate of increases or decreases in the Contractor's cost of the work due to changes, plus an allowance for overhead and profit in accordance with the schedule set forth in Article 5.03 (A) (3), herein; or at the option of the Project Manager, payment may be made on the basis of cost-plus pursuant to Article 5.03 (A) (3), herein.

3. Extra work and work involving a combination of increases and decreases in the work ordered on the basis of cost-plus will be paid for at the actual necessary cost as determined by the Project Manager, plus allowances for overhead and profit. For work involving a combination of increases and decreases in the work the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, office expense, and all other items of expense or cost not included in the cost of labor, materials or equipment provided for under Articles 5.03 (B), (C) and (D), herein. The allowance for overhead and profit will be made in accordance with the following schedule:

| ACTUAL NECESSARY COST | OVERHEAD & PROFIT ALLOWANCE |
|--------------------------|--------------------------------|
| Labor | 15% |
| Materials | 15% |

The actual necessary cost for labor, materials or equipment will be computed in accordance with Articles 5.03 (B), (C) and (D), respectively, herein. Superintendence, bond and insurance premiums, taxes and other general expense is included under overhead and profit allowance in Article 5.03 (A) (3), herein, and shall not be included in the computation of actual necessary cost. It is understood that labor, materials and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When all or any part of the extra work is performed by a subcontractor, the allowance specified hereinbefore shall be applied to the labor, materials and equipment costs of the subcontractor, to which the Contractor may add five percent (5%) of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the five percent (5%) increase above the subcontractor's total cost which includes the allowances for overhead and profit specified hereinbefore may be applied one time only for each separate extra work transaction. The Contractor shall furnish the Project Manager daily report sheets covering the direct costs of labor and materials and charges for equipment, whether furnished by the Contractor, subcontractor or other forces, and the report sheets shall be signed by the Contractor or his authorized agent. The daily report sheets shall provide names or identifications and classifications of workmen, and hours worked; size, type and identification number of equipment, and hours operated. Material charges shall be substantiated by valid copies of vendors' invoices. The Project Manager will make any necessary adjustments and compile the costs of cost-plus work. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

- B. Labor. The cost of labor used in performing the work by the Contractor, a subcontractor or other forces will be the sum of the following:
1. The actual wages paid plus any employer payments to, or on behalf of, workers for fringe benefits, including health and welfare, pension, vacation and similar purposes. The cost of labor may include the wages paid to foremen when determined by the Project Manager that the services of foremen do not constitute a part of the overhead allowance.
 2. All payment imposed by State and Federal laws, including, but not limited to, compensation insurance and social security payments.
 3. The amount paid for subsistence and travel required by collective bargaining agreements, or in accordance with the regular practice of the employer.

At the beginning of the Contract and as later requested by the Project Manager, the Contractor shall furnish the Project Manager proof of labor compensation rates being paid.

- C. Materials. The cost of materials used in performing the work will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:
1. Cash or trade discounts available to the purchaser shall be credited to the Owner, notwithstanding the fact that such discounts may not have been taken by the Contractor.

2. In materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Project Manager. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
 3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.
 4. If in the opinion of the Project Manager the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the job site less cash or trade discount. The Owner reserves the right to furnish materials for the work and no claim shall be made by the Contractor for costs and profit on such materials.
- D. Equipment. The Contractor will be paid for the use of equipment at the rate listed for such equipment specified in the current edition of the U.S. Army Corps of Engineers North Pacific Division (NPD) "Equipment Ownership and Operating Expense Schedule." (See Section 10.) Said rate will be used to compute payments for rented equipment under the Contractor's control through direct ownership. For rented equipment, the Owner will accept rates actually paid, but in no event shall they exceed the rates contained in the current "Rental Rate Blue Book for Construction Equipment," published by Equipment Guide-Book Co., 3980 Fabian Way, Palo Alto, CA 94303 (See Section 10). The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the Owner for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, an equitable rental rate for the equipment will be established by the Project Manager. The Contractor may furnish cost data, which might assist the Project Manager in the establishment of the rental rate.
1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in Article 5.03 (B), herein.
 2. All equipment shall, in the opinion of the Project Manager, be in good working condition and suitable for the purpose for which the equipment is to be used.
 3. Before construction equipment is used on the work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Project Manager, in duplicate, a description of the equipment and its identifying number.
 4. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

5. Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
 6. Rental time will not be allowed while equipment is inoperative due to breakdowns.
- E. Equipment on the Work. The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:
1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½ hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
 2. When daily rates are listed, any part of a day less than four hours of operation shall be considered to be ½ day of operation. When owner-operated equipment is used to perform extra work to be paid for on a cost-plus basis, the Contractor will be paid for the equipment and operator as follows:
 - Payment for the equipment will be made in accordance with the provisions in Article 5.03 (D), herein.
 - Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project, or in the absence of such labor established by collective bargaining agreements for the type of workmen and location of the work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Article 5.03 (B), herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws and all other payments made to or on behalf of workers other than actual wages.
 - To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Article 5.03 (A) (3), herein.
- F. Special Services. Special extra work or services are defined as that extra work characterized by extraordinary complexity, sophistication or innovation, or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by the Project Manager in making estimates for payment for special services.
1. When the Project Manager and the Contractor, by agreement, determine that a special service or extra work is required which cannot be performed by the forces of the

Contractor or those of any of his subcontractors, the special service or extra work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Project Manager, invoices for special services or extra work based upon the current fair market value thereof may be accepted without complete itemization of labor, material and equipment rental costs.

2. When the itemization of labor, materials and equipment rental costs is impractical or not in accordance with established billing practices of the special service industry involved, the Project Manager may accept other evidence of the cost of special services in lieu of itemized invoices.
 3. When the Contractor is required to perform extra work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the extra work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
 4. All invoices for special services will be adjusted by deducting all cash or trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Article 5.03 (A) (3), herein, an allowance of five percent (5%) will be added to invoices for special services.
- G. When extra work ordered by the Project Manager is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the Owner for such work.
- H. All extra work performed hereunder shall be subject to all of the provisions of the Contract, and the Contractor's sureties shall be bound with reference thereto as under the original Contract. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the Project Manager for review prior to the performance of any extra work hereunder.

5.04 RIGHT TO AUDIT

- A. If the Contractor submits a claim to the Project Manager for additional compensation, the Project Manager shall have the right, as a condition to considering the claim and as a basis for evaluation of the claim and until the claim has been settled, to audit the Contractor's books to the extent they are relevant, as determined by the Project Manager. This right shall include the right to examine books, records, documents and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plants or such parts thereof as may be or have been engaged in the performance of this Contract. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the Project Manager deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the Project Manager for auditing all relevant accounting records and documents and other financial data, and upon request shall submit true copies of requested records to the Project Manager. The Contractor shall maintain records for materials, equipment, etc. that is used in

calculating payment unit price items etc. for one year after acceptance of the project, i.e., through the guarantee period.

5.05 OVERTIME WORK

- A. Except as otherwise provided in this paragraph, the Contractor shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the Project Manager in writing. Additional compensation will be paid the Contractor for overtime work only in the event extra work is ordered by the Project Manager, and the change order specifically authorizes the use of overtime work, and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.
- B. All costs of inspection and testing performed during overtime work by the Contractor that is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The Owner shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the Contractor.
- C. The City's regular working hours for all employees is eight (8) hours per day and forty (40) hours per week, less paid holiday hours which may occur in a particular week. Regular workdays are Monday through Friday. The City's established paid holidays are as follows:
- New Year's Day – January 1
 - Martin Luther King Day – Third Monday in January
 - President's Day – Third Monday in February
 - Memorial Day – Last Monday in May
 - Independence Day – July 4
 - Labor Day – First Monday in September
 - Veteran's Day, November 11
 - Thanksgiving Day – Fourth Thursday in November
 - Christmas Day – December 25

Necessary field testing and inspection supplied by the Owner will be on the basis of five (5) eight (8) hour days per week, except for recognized holidays. Any field engineering and inspection required beyond the limits herein will be charged to the Contractor at an overtime rate of 1.5 times the regular billing rate.

5.06 LIQUIDATED DAMAGES

- A. The Contractor shall pay to the Owner the amount of One Thousand Dollars (\$1,000.00) for each calendar day that expires, not as a penalty but as liquidated damages, if he fails to complete the work or specified parts of the work within the time(s) agreed upon. The periods for which said damages shall be paid shall be the number of calendar days from the agreed date(s) of completion as contained in the Contract, or from the date of termination of any extension of time approved by the Project Manager, to the date(s) the Project Manager certifies completion of work or specified parts of the work to the Owner as provided in Article 5.08, herein. The Owner may deduct the amount of said damages from any monies due or to become due the Contractor.
- B. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the

Owner would sustain; and said amount is agreed to be the amount of damages which the Owner would sustain.

- C. All times specified in the Contract Documents are hereby declared to be of the essence.

5.07 PROGRESS SCHEDULES

- A. Within ten (10) calendar days after award of the Contract, or at such times as may be required by the Project Manager, the Contractor shall submit construction schedules showing the order in which he proposes to carry on the work and the dates when the various parts are to be begun and completed. Schedules shall be subject to the approval of the Project Manager, and if in his opinion a submitted schedule is inadequate to secure the completion of the work in the time agreed upon or is otherwise not in accordance with the requirements of the Contract Documents, he may require the Contractor to submit a new schedule which will assure timely completion of the work. Schedules shall conform to the requirements of the Technical Provisions.

5.08 FINAL ESTIMATE AND PAYMENT

- A. After the Contractor has certified to the Project Manager, as provided below, that he believes he has completed all of the work on the Contract, the Project Manager will perform a pre-final inspection. When the Project Manager is of the opinion that the Contractor has completely performed all work required under the Contract, he will report physical completion of the work to the Owner and will recommend acceptance of the work. No final payment of the retained percentage shall be made until the Contractor files with the Owner, following acceptance of the work, a Certification of Compliance in form substantially as follows:

"I (we) hereby certify that all work has been performed and materials supplied in accordance with the Plans, Specifications and Contract Documents for the above work, and that:

There have been no unauthorized substitutions of subcontractors, nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the Project Manager prior to the start of such subcontracted work,

No subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor without prior notice having been submitted to the Project Manager together with the names of all subcontractors,

All claims for material, labor and other services performed in connection with these Specifications have been paid,

All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, and the State Tax Commission, associations and/or others have been paid."

- B. After acceptance of the work by the Owner's governing body and not more than sixty (60) calendar days after filing of the Notice of Completion, unless otherwise provided in the Supplemental General Conditions, the Owner will make final payment to the Contractor of the

amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract, including the following items:

1. Liquidated damages, as applicable.
2. Two times the value of any outstanding items of pickup work or punch list items indicated on the Notice of Completion as being yet uncompleted or uncorrected.

5.10 FINAL PAYMENT TERMINATES LIABILITY OF OWNER

- A. Final payment is defined as the last progress payment made to the Contractor for earned funds, less retainage. The acceptance by the Contractor of the final payment referred to in Article 5.08, herein, shall be a release of the Owner and his agents from all claims of and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the Owner or of any person relating to or affecting the work, except demands against the Owner for the remainder, if any, of the amounts kept or retained under the provisions of Article 5.08, herein; and excepting pending, unresolved claims filed prior to Notice of Completion under provisions of Article 3.06 (C)

6.01 PERFORMANCE BOND

- A. The Contractor shall secure, in accordance with Idaho Code Section 54-1926, with a corporate surety or sureties duly authorized to do business in Idaho and satisfactory to the Owner, a Bond in the amount stated in the Scope of Bid Proposal to guarantee faithful performance of the Contract.

6.02 PAYMENT BOND

- A. The Contractor shall secure, in accordance with Idaho Code Section 54-1926, with a corporate surety or sureties duly authorized to do business in Idaho and satisfactory to the Owner, a Bond in the amount stated in the Scope of Bid Proposal to guarantee payment of claims of laborers and material persons under the Contract.

6.03 ADDITIONAL SURETY

- A. If, during the life of the Performance and Payment Bonds, any of the sureties named in said Bond become insufficient in the opinion of the Owner, he may require the Contractor to furnish additional sufficient sureties within five (5) calendar days of receipt of written order to do so. In the event the Contractor fails or neglects to furnish sufficient additional sureties, when ordered, within the prescribed time period, the Owner may suspend the work or terminate the Contract, and the Contractor shall have no claim for damages.

6.04 MAINTENANCE AND GUARANTEE

- A. The Contractor shall guarantee the entire work constructed by him under the Contract to be free of defects in materials and workmanship for a period of one (1) year following the date of acceptance of the work by the Owner's governing body. The Contractor shall agree to make, at his own expense, any repairs or replacements made necessary by defects in materials and workmanship which become evident within said guarantee period. The Contractor hereby agrees to indemnify and save harmless the Owner, the Project Manager and their officers, agents and employees against and from all claims and liability arising

from damage and injury due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Project Manager. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor and his surety shall be liable to the Owner for the cost of such work.

- B. The performance of guarantee and conditions specified in Article 6.04 (A), herein, shall be secured by a Surety Bond, which shall be delivered by the Contractor to the Owner prior to the date on which final payment is made to the Contractor. Said Bond shall be in an approved form and executed by a surety company or companies, in accordance with Idaho Code Section 54-1926, and satisfactory to the Owner in the amount of one hundred percent (100%) of the Contract Price. Said Bond shall remain in force for the duration of the guarantee period specified in Article 6.04 (A), herein. Instead of providing such a bond as described above, the Contractor may, at his option, provide for the Performance Bond furnished under the Contract to remain in force for said amount until the expiration of said guarantee period.
- C. Specific guarantees for periods longer than one year may be specified in the Technical Provisions for certain items or portions of the work.

6.05 INSURANCE

- A. General. After receipt of Notice of Award and prior to execution of the Agreement by the Owner, the Contractor shall obtain all the insurance required under this article and submit said insurance policies to the Project Manager and Owner for review. In addition, the Contractor shall provide the Project Manager and Owner with corresponding certificates of insurance. The Contractor shall submit copies of this article (6.05 Insurance) to his surety for review prior to issuance of the certificates of insurance. The Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been obtained and reviewed. Unless otherwise specified, all insurance required under this article shall be maintained continuously during the life of the Contract up to the date of acceptance of the work by the Owner's governing body and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work in accordance with Section 6.04. The Contractor's liabilities under this Contract shall not be deemed limited in any way to the insurance coverage required.
- B. Proof of Insurance. The Contractor shall furnish the City Clerk with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been given to the Owner by certified mail."
- C. Scope of Insurance. The insurance shall include the specific coverages set out herein and provided on a "claims made" basis and be issued by a company licensed to do business in Idaho with an "A.M. Best Rating" of A-V or better and be written for not less than the limits of liability and coverages provided. In addition, the insurance required herein, except for Worker's Compensation and Employer's Liability, shall name the Owner and their officers, Project Managers, agents, and employees as "additional insured" under the policies.

1. Worker's Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable State worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement. The Contractor shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such if its employees are not otherwise protected.

- a. State.....Statutory
- b. Employer's Liability.....\$1,000,000

The Contractor agrees to waive all rights of subrogation against Owner for work performed under this Contract.

2. Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than its employees or damage to property of the Owner or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions in the General Conditions. To the extent that the Contractor's work, or work under its direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground structures.

- a. Combined Single Limit.....\$1,000,000 each occurrence
\$1,000,000 annual aggregate
- Products/Completed Operations.....\$1,000,000 each occurrence
 \$1,000,000 annual aggregate
- Personal Injury.....\$1,000,000 each occurrence
 \$1,000,000 annual aggregate
- b. Bodily Injury.....\$1,000,000 each occurrence
 \$1,000,000 annual aggregate
- Property Damage.....\$1,000,000 each occurrence
 \$1,000,000 annual aggregate

Policies written on a "claims made" basis, certificate shall so specify and policies continue in force for three (3) years after completion of project.

Policies will include premises/operations, products, completed operations, independent contractors, Owners and Contractors protective, Explosion, Collapse, Underground Hazard, Broad Form Contractual, Personal Injury with employment exclusion deleted, and Broad Form Property Damage.

3. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of

2. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Contractor or his agents;
3. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, his agents or the Owner in the performance of this Contract or any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance, unless otherwise specifically stipulated in this Contract;
4. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the Owner or any other parties by the Contractor or his agents;
5. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor or his agents; and
6. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.
7. The Contractor shall reimburse the Owner and the Project Manager for all costs and expenses, including attorney's fees, incurred by said Owner and the Project Manager in enforcing the provisions of this section.
8. Liabilities or claims arising directly or indirectly from any claims of property damage or personal injury by any person, firm or entity arising out of or related to the work, including, but not limited to, agents and employees of the Contractor, subcontractor and suppliers. This includes a waiver by the Contractors, of any immunity from suit, under the applicable workman's compensation laws.

6.07 LAWS AND REGULATIONS

- A. The Contractor shall observe and comply with all Federal, State and local laws, ordinances, codes, orders and regulations which in any manner affect those engaged or employed on the work, the materials used in the work, or the conduct of the work, including I.C. 44-1001 regarding employment of bona fide Idaho residents. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order or regulation, the Contractor shall report the same in writing to the Project Manager. The Contractor shall indemnify and save harmless the Owner, the Project Manager and their officers, agents and employees against all claims or liability arising from violation of any such law, ordinance, code, order or regulation, whether by himself or by his employees or subcontractors. Any particular law or regulation specified or referred to elsewhere in these Specifications shall not in any way limit the obligation of the Contractor to comply with all other provisions of Federal, State and local laws and regulations.

6.08 PERMITS AND LICENSES

- A. Unless otherwise provided in the Supplemental General Conditions, the Contractor shall obtain at his own expense all permits and licenses required for prosecution of the work, and shall pay all taxes properly assessed against his equipment or property used in connection with the work.

- B. Similarly, the Contractor shall bear all costs relating to traffic control or safeguarding of persons or property required by said agency or utility.

6.09 SALES AND USE TAXES

- A. The Contractor shall pay all sales and use taxes assessed by Federal, State or local authorities on materials furnished by the Contractor in performance of the work.

6.10 LABOR DISCRIMINATION

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, disability or national origin. Such actions will include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rate of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and education activities. The Contractor 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 Contractor will 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 Contractor further agrees to comply with all the Nondiscrimination Requirements contained in Appendix "A", which by this reference is incorporated herein.

6.11 PUBLIC SAFETY AND CONVENIENCE

- A. The Contractor shall at all times conduct his work so as to assure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons in the vicinity of the work.

6.12.1 SANITARY PROVISIONS

- A. The Contractor shall provide and maintain such sanitary accommodations for the use of its employees and those of its subcontractors as may be necessary to comply with the requirements of State and local health departments.

6.13 FEDERAL SAFETY AND HEALTH REGULATIONS

- A. Contractors and subcontractors shall comply with the provisions of the "Safety and Health Regulations for Construction," as promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act", as set forth in Title 29 CFR Part 1926.
- B. Contractors and subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970", as set forth in 29 CFR 1926.

6.14 CONTRACTOR'S RESPONSIBILITY FOR LOSSES AND DAMAGE

- A. Risk of Loss. Except as otherwise provided in the Contract Documents and except as to the cost of repair or restoration of damage to the work caused by an act of God or other causes as specified for adjustment of time in Article 3.10(C), the Contractor shall bear all losses resulting to him on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or from an encumbrance on the line of work, or because the nature of the ground in or on which the work is done is different from what is assumed or on account of the weather, floods or other causes.
- B. Materials and Facilities. The Contractor shall be responsible for materials and facilities as hereinafter provided; and in the event of his failure to carry out said responsibilities, the same may be carried out by the Owner at the expense of the Contractor.
 - 1. The Contractor shall be responsible for any material furnished him and for the care of all work until its completion and final acceptance, and he shall, at his own expense, replace damaged or lost material and repair damaged parts of the work.
 - 2. The Contractor shall protect Owner facilities from damage resulting from his work. Owner facilities damaged by or as a result of the Contractor's work under this Contract shall be repaired or replaced, as directed by the Project Manager, at the Contractor's expense.

6.15 BENEFICIAL USE OR PARTIAL UTILIZATION

- A. The Owner shall have the right to utilize or place into service any item of equipment or other usable portion of the work prior to completion of the entire project. Whenever the Owner plans to exercise said right, the Contractor will be notified in writing by the Owner, identifying the specific portion(s) of the work to be so utilized or otherwise placed into service, hereinafter referred to as beneficial use.
- B. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items or portions of the work to be placed into beneficial use shall be borne by the Contractor. Upon issuance of said written notice of beneficial use, the Owner will accept responsibility for the protection and maintenance of all such items or portions of the work described in the written notice, and it is further understood that the manufacturer's warranties of any affected equipment will commence not later than the date of said notice.
- C. The Contractor shall retain full responsibility for satisfactory operation of the total project, however, the Contractor's guarantee period shall commence only after the issuance by the Owner of the final Notice of Completion for the entire project. The Contractor will be given credit for the time already used for that portion(s) previously placed into beneficial use by the Owner with regard to the guarantee period.

7.01 RESIDENT PROJECT REPRESENTATIVE

- A. The Project Manager and/or Owner shall furnish the services of a Resident Project Representative, assistants and other staff to assist the Project Manager in observing performance of the work of the Contractor. The furnishing of such services will not make the Project Manager responsible for or give the Project Manager control over construction means, methods, techniques, sequences or procedures or for safety precautions or

programs, or responsibility for the Contractor's failure to perform the work in accordance with the Contract Documents and in particular the specific limitations set forth in Section 3 of the General Conditions are applicable.

- A. The duties and responsibilities of the RPR are limited to those of the Project Manager to the construction Contract Documents, and are further limited and described as follows.
- B. The RPR is the Project Manager's agent at the site, will act as directed by and under the supervision of the Project Manager, and will confer with the Project Manager regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site work shall in general be with the Project Manager and the Contractor keeping the Owner advised as necessary. The RPR's dealings with subcontractors shall only be through or with the full knowledge of and under the direction of the Project Manager.
- C. Schedules. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor; and consult with the Project Manager concerning acceptability.
- D. Conferences and Meetings. Attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- F. Liaison.
 - 1. Serve as the Project Manager's liaison and Contractor, working principally through the Contractor's Superintendent and assist in understanding the intent of the Contract Documents; and assist the Project Manager in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.
 - 2. Assist in obtaining from the Owner additional details or information, when required for proper execution of the work.
- G. Shop Drawings and Samples.
 - 1. Receive samples, which are furnished at the site by the Contractor, and notify the Project Manager of availability of samples for examination.
- H. Review of Work, Rejection of Defective Work, Inspection and Tests.
 - 1. Conduct on-site observations of the work in progress to assist the Project Manager in determining if the work is in general proceeding in accordance with the Contract Documents.
 - 2. Report to the Project Manager whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the Project Manager of the work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

I. Interpretation of Contract Documents. Report to the Project Manager when clarifications and interpretations of the Contract Documents are needed; and transmit to the Contractor clarifications and interpretations as issued by the Project Manager.

J. Records.

1. Maintain at the job site orderly files for correspondence, reports of job conferences, reproductions or original Contract Documents, including all work directive changes, addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, the Project Manager's clarifications and interpretations of the Contract Documents, progress reports, and other project related documents.
2. Keep a diary or log book recording the Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Send copies to the Project Manager.
3. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials.

K. Reports.

1. Furnish the Project Manager periodic reports as required of progress of work and of the Contractor's compliance with the progress schedule.
2. Consult with the Project Manager in advance of start of important phases of the work.
3. Draft proposed change orders and work directive changes, obtaining backup material from the Contractor and recommends to the Project Manager change orders, work directive changes, and field orders.
4. Report immediately to the Project Manager and the Owner upon the occurrence of any accident.

L. Payment Requests. Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to the Project Manager, noting particularly the relationship of the payment requested to the schedule of values and work completed.

M. Completion.

1. Before the Project Manager issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
2. Conduct final inspection in the company of the Project Manager, the Owner and the Contractor, and prepare a final list of items to be completed or corrected.

3. Observe that all items on final list have been completed or corrected, and make recommendations to the Project Manager concerning acceptance.

N. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents unless authorized by the Project Manager;
2. Exceed limitations of the Project Manager's authority as set forth in the General Conditions or the Contract Documents;
3. Undertake any of the responsibilities of the Contractor, subcontractors or the Contractor's Superintendent;
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents;
5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work;
6. Accept Shop Drawing or sample submittals from anyone other than the Contractor;
7. Authorize the Owner to occupy the project in whole or in part; and
8. Participate in specialized field tests or inspections conducted by others except as specifically authorized by the Project Manager.

8.01 TAX REPORTING REQUIREMENTS

- A. In accordance with the provisions of Sections 54-1904(A) and 63-3621(A) of the Idaho Code, the Owner is required to report all Public Works Contracts to the State Tax Commission. Excerpts from these sections and appropriate Public Works Contract Report forms follow this page. The Contractor shall be responsible for completing the report as necessary and returning the forms to the Owner. **SAID SUBMITTAL SHALL BE REQUIRED AS PART OF THE NOTICE TO PROCEED.**

**CONTRACTOR FOR PUBLIC WORKS TO PAY OR SECURE TAXES
(Idaho Code 63-1503)**

"The Contractor, in consideration of securing the business of erecting or constructing public works in this State, recognizing that the business in which he is engaged is of a transitory character and that in the pursuit thereof his property used therein may be without the State when taxes, excises or license fees to which he is liable become payable, agrees:

1. to pay promptly when due all taxes (other than on real property), excises and license fees due to the State, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term;
2. that if said taxes, excises and license fees are not payable at the end of said term but liability for the payment thereof exists, even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
3. that, in the event of his default in the payment or securing of such taxes, excises and license fees, to consent that the Department, Officer, Board or Taxing Unit entering into this Contract may withhold from payment due him hereunder the estimated amount of such accrued and accruing taxing units to which said Contractor is liable."

CONTRACTOR

By _____

Name _____

Address _____

(Seal)

ATTEST:

Name _____

**AFFIDAVIT OF PAYMENT OR SECUREMENT
OF ALL TAXES**

STATE OF IDAHO)
) ss.
County of _____)

_____, being first duly sworn,
on oath deposes and says that he is in conformance with Idaho Code 63-1502; that he had paid or
secured to the satisfaction of the respective taxing units all taxes for which he or his property is
liable, now due or delinquent, including assessments, excises and license fees levied by the State
of Idaho or any taxing unit within the State of Idaho.

Dated this _____ day of _____, 20____.

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

(SEAL)

Notary Public for Idaho

Residing at _____

Commission expires _____

TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 Description

A. Description of Work

The work to be performed in accordance with this section includes the application of bituminous material followed by the application of a cover material and fog coat.

The Contractor shall provide the necessary equipment, labor and materials to complete the basalt chip sealing and fog coat of those roadways described in the Contract Documents, in accordance with these Specifications, as directed by the Project Manager. All work shall be in accordance with the applicable latest sections of the Idaho Department of Transportation (ITD) Standard Specifications for Road and Bridge Construction, supplemental Specifications, and all recent revisions to the same.

1.2 Quality Assurance

A. Reference Test Standards and Specifications

ASTM D977, Emulsified Asphalt
ASTM D2397, Cationic Emulsified Asphalt

1.3 Submittals

A. Certificates of Compliance

1. Bituminous Prime Coat
2. Bituminous Tack Coat

B. Supplier's Recommendation

1. Mix Design
2. Type and Grade of Bituminous Prime Coat
3. Type and Grade of Bituminous Tack Coat
4. Application Temperature, Dilution Recommendations

1.4 Product Delivery Storage and Handling

Take all necessary precautions in accordance with manufacturer's guidance, industry standards, and applicable rules and regulations in handling, storing and applying emulsified asphalts so as not to damage the product or damage the environment.

2. MATERIALS

2.1 Seal Coat and Fog Coat

A. Surface Preparation

Prior to placement, Post Falls Street Department Crew will clean the pavement. Each particular street must be cleaned not more than 24 hours in advance of the seal coat being applied.

B. Bituminous Materials

Prime coat bituminous material shall conform to the requirements of ITD Standard Specification Section 702.03 for Type CRS-2P emulsion undiluted.

Fog coat material shall conform to specifications equal to BITU-60-Dil.

C. Cover Material

Aggregate for cover material shall be of clean sand, gravel or crushed rock and shall be free from lumps or balls of clay and shall not contain calcareous or clay coatings, caliche, synthetic materials, organic matter or foreign substances. Aggregate shall originate from basalt rock. The selected cover coat gradation shall be noted on the project documents and will comply with gradation limits listed in Table 2.1.

All aggregates must be washed prior to gradation.

The grading shall meet the following requirements when tested in accordance with the requirements of applicable ITD Test Methods.

Table 2.1 Cover Coat Aggregate

| Sieve Size | 3/8" Nominal Maximum Aggregate | No. 4 Nominal Maximum Aggregate |
|------------|--------------------------------|---------------------------------|
| 3/8" | 100 | |
| 1/4" | -- | 100 |
| No. 4 | 0-25 | 0-100 |
| No. 8 | 0-5 | 0-40 |
| No. 16 | -- | 0-10 |
| No. 50 | -- | 0-5 |
| No. 200 | 0-1.0 | -- |

A representative portion of the coarse material will be obtained and tested by the owner from the contractor's aggregate supply prior to construction.

The loss on abrasion will be determined in accordance with the requirements of AASHTO T 96 and shall meet the following requirements:

Maximum loss of 9 percent at 100 revolutions.

Maximum loss of 40 percent at 500 revolutions.

The percent of carbonates in aggregate shall be a maximum of 30.

The percent of crushed faces on aggregate retained on #4 sieve shall be at least 70 when tested in accordance with AASHTO T 335, Method 1.

The Flakiness Index shall be a maximum of 25 when tested. The cleanness value shall be a minimum of 80 when tested in accordance with ITD T-72.

The Bulk Specific Gravity shall range from 2.30 to 2.85 when tested in accordance with AASHTO T-85.

D. Rate of Application

The rate of application for the bituminous material shall be approximately 0.32 to 0.37 gallons per square yard for 3/8-inch nominal maximum aggregate and the rate of application shall be 0.20 to 0.25 gallons per square yard for 1/4 inch (No. 4) nominal maximum aggregate or as determined by the Project Manager. The rate of application for the cover material shall be approximately 24 to 30 pounds per square yard for 3/8-inch nominal maximum aggregate and 10 to 15 pounds per square yard for 1/4 inch (No. 4) nominal maximum aggregate or as determined by the Project Manager.

E. Application Temperatures

At the time of application, the temperature of the bituminous material shall be between 125 degrees and 185 degrees Fahrenheit.

3. EXECUTION

3.1 Preliminary Investigation of the Work

Verify all preliminary work has been performed in accordance with the Plans and Specifications prior to application of seal coat.

3.2 Weather Limitations

The seal coat shall be placed only when the roadway surface is dry and there is no imminent threat of rain. The roadway surface temperature must be at least 85 degrees Fahrenheit and rising, with air temperature of at least 65 degrees Fahrenheit.

3.3 Seal Coat Application

A. Preparation of Surface

1. Post Falls Street Department's Responsibility

Immediately before applying the bituminous material, the area to be surfaced shall be cleaned of dirt and other objectionable material by the City of Post Falls Street Division Crew. In urban areas, the surface shall be cleaned with a self-propelled pick-up sweeper. In rural areas, power brooms

may be used. When necessary, cleaning shall be supplemented by hand brooms.

The bituminous material shall not be applied until an inspection of the surface has been made by the Project Manager and surface is determined to be suitable.

2. Contractor's Responsibility

All manhole and valve covers will be located and required to have adequate protection from the bituminous material. The protection will be removed within 48 hours after the basalt chip seal has been applied and covers will be in acceptable operating condition.

The bituminous material shall not be applied until an inspection of the surface has been made by the Project Manager and surface is determined to be suitable.

3. Application of Bituminous Material

The bituminous material shall be applied as soon as possible after preparation of surfaces. At the time of application, roadway surface temperatures shall be within the ranges specified in 3.2. Application methods shall ensure that a uniform distribution is obtained over the area to be sealed. The cover coat aggregate shall be spread immediately after bituminous material has been applied, but no longer than 3 minutes shall elapse before aggregate application. In no instance shall the bituminous material be allowed to set prior to cover coat aggregate application. The maximum distance that the bituminous material is applied in advance of the chips will be determined by the Project Manager.

The surfaces of structures, trees and shrubbery adjacent to the areas being seal coated shall be protected in such a manner as to prevent their being spattered with bituminous material or marred. The Contractor shall be responsible for all damage to such structures or landscaping, as well as vehicles.

4. Application of Cover Material

Immediately following the application of the bituminous material, the cover coat aggregate shall be spread with a self-propelled mechanical spreader. The spreading equipment shall be capable of applying a uniform application of cover coat aggregate. The self-propelled requirement may be waived for projects fewer than 10,000 square yards.

At the time of application, aggregate shall be within the temperature range of 250 degrees and 350 degrees Fahrenheit measured at a point 6 to 12 inches below the top of the load.

At the time of application, uncoated aggregate shall not contain moisture in excess of a saturated, surface dry condition when liquid or paving grade asphalt is used as the seal coat binder.

The application rate for cover material shall be as specified in 2.1.D of this specification.

3.4 Rolling

Immediately following the application of the cover material, the surface shall be rolled with three self-propelled pneumatic-tired rollers. Elapsed time from cover coat application to initial rolling shall not exceed 5 minutes. Three coverages each shall be made with the pneumatic rollers. Each roller shall carry a minimum of 2,000 pounds on each wheel and a minimum of 60 psi in each tire. The rollers shall not travel in excess of 12 miles per hour. A minimum of three self-propelled pneumatic rollers shall be required for all project areas.

3.5 Joints

All joints shall be constructed as approved by the Project Manager such that there is a uniform application of cover material and bituminous material.

3.6 Distributing Equipment

Distributor trucks shall be of the pressure type with insulated tanks. Gravity distributors will not be permitted.

Spray bars and extensions shall be of the full circulating type. The spray bar shall be adjustable to permit varying height above the surface to be treated.

The nozzle spacing, center-to-center, shall not exceed six (6) inches. The valves shall be operated so that one or all valves may be quickly opened or closed in one operation. The valves that control the flow from the nozzles shall be of a positive acting design so as to provide a uniform, unbroken spread of bituminous material on the surface.

The distributor shall be equipped with devices and charts to provide for accurate, rapid determination and control of the amount of bituminous material being applied. The distributor shall be equipped with an adequate speedometer of the auxiliary wheel type or electronic meter device measuring ground speed in feet per minute. The distributor shall also be equipped with pressure gauges and an accurate thermometer for determination of the temperature of bituminous material. The spreading equipment shall be designed so that uniform application of a bituminous material can be applied in controlled amounts ranging from 0.05 to 2.0 gallons per square yard. Transverse variation rate shall not exceed ten (10) percent of the specified application rate. The distributor shall be equipped with a hose and nozzle attachment to be used for spotting skipped areas and areas inaccessible to the distributor. Distributor and booster tanks shall be maintained as to prevent dripping of bituminous material from any part of the equipment.

Equipment that fails to perform satisfactorily shall be removed from the job and replaced with equipment that meets the standards and satisfactorily performs.

3.7 Fog Seal

Following the cleanup of the basalt chip seal by the contractor, the streets that are listed will be fog sealed using bituthene Bitu-60 or a comparable material at an application rate of 0.10 minimum to 0.12 gallons per square yard using equipment that meets or exceeds the standards in 3.6.

The surfaces of structures, trees and shrubbery adjacent to the areas being fog sealed shall be protected in such a manner as to prevent their being spattered with bituminous material or marred. The Contractor shall be responsible for all damage to such structures or landscaping, as well as vehicles.

****END OF DOCUMENT****

Appendix A

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, age, disability 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, age, disability 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.

ADDENDUM NUMBER ONE

Date: May 8, 2023

PROJECT TITLE:

Post Falls 2023 Asphalt Basalt Chip Seal and Fog Seal Bid Proposal

OWNER: City of Post Falls

BIDS DUE: 11:00 AM local time Wednesday, May 10, 2023

The Contract Documents for the project identified above, dated April 2023, are amended as follows:

CLARIFICATIONS:

1. Bidders attention called to change in bid documents: all references to “basalt chip” are to be replaced with “granite chip”

Note: All bidders must acknowledge receipt of this addendum in writing within the bid proposal.

NOTICE OF AWARD

To: Road Products, Inc.
PO Box 11072
Spokane, WA 99211

PROJECT DESCRIPTION:

2023 ASPHALT BASALT CHIP SEAL AND FOG SEAL BID PROPOSAL

The Owner has considered the Proposal submitted by you for the above-described Project.

You are hereby notified that your Proposal has been accepted for items in the amount of Five hundred fifty two thousand one hundred seventy-eight dollars and seventy Cents (\$552,178.70). The unit price for ¼-inch Chip Seal is \$3.00 per square yard. The unit price for 3/8-inch Chip Seal is \$4.00 per square yard. The unit price for Fog Seal is \$0.45 per square yard.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice. If you do not, said Owner will be entitled to consider all your rights arising out of the Owner’s acceptance of your Bid as abandoned and your Proposal Guarantee forfeited. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20____.

CITY OF POST FALLS
(Owner)

By _____
Ronald G. Jacobson, Mayor

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

This _____ day of _____, 20____.

By _____

Title _____

NOTE: Two (2) Copies of this form are enclosed for the Contractor’s signature.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: JUNE 6TH, 2023**

DATE: MAY 30TH, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: BILL MELVIN, CITY ENGINEER

**SUBJECT: JACKLIN HWY 41 CONSTRUCTION IMPROVEMENT AGREEMENT ADDENDUM II
– FENNECUS ROUNDABOUT AND PRAIRIE WIDENING**

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

DISCUSSION: This addendum reflects the construction phase of the Fennecus Roundabout and Prairie Widening. The Addendum sets forth the typical expectations of the Developer of the project and sets forth the responsibilities of the Developer and the City of Post Falls.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON: Original CIA executed on 12/6/2022 and Addendum I executed on 4/4/2023.

APPROVED OR DIRECTION GIVEN: Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: A copy of Addendum II to the Construction Improvement Agreement is attached.

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

Addendum #2 to the Construction Improvement Agreement between the City of Post Falls and the Jacklin Land Company, LLP, for the Jacklin Hwy 41 Project, dated December 6, 2022 for the purposes of constructing a roundabout and roadway widening, consisting of the following Attachments and Appendices:

- Attachment B – Addendum II
- Attachment C – Addendum II
- Attachment C-1 - Addendum II
- Appendix I – Addendum II
- Appendix II – Addendum II
- Appendix III – Addendum II
- Appendix IV – Addendum II

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

Jacklin Land Company, LLLP

FOR

Jacklin Hwy 41 Property

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

ATTACHMENT "C"
ADDENDUM II
COST ESTIMATES FOR

Jacklin Hwy 41 Property

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

1. Public improvements to be owned operated and maintained by the City of Post Falls: **\$ 990,687.44**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 0**
3. Other improvements for which bonding are required: **\$ 0**
4. Street trees within public right-of-way: **\$ 0**
5. Total cost of improvements: **\$ 990,687.44**
6. Warranty amount: **\$ 74,301.56**

ATTACHMENT "C-1"
ADDENDUM II
DETAILED COST ESTIMATES
FOR

Jacklin Hwy 41 Property

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

PROJECT **Fennecus Roundabout and Prairie Widening**
 MEDALIST DEVELOPMENT, INC

| ITEM NO | ITEM | UNIT | QUANTITY | TOTAL COST PER UNIT | TOTAL COST |
|--|-----------------------------------|------|----------|---------------------|--------------|
| GENERAL ITEMS | | | | | |
| 1 | GENERAL CONDITIONS & MOBILIZATION | L.S. | 1 | \$46,000.00 | \$46,000.00 |
| SUBTOTAL | | | | | |
| \$46,000.00 | | | | | |
| ROUNDABOUT (EAST OF STATION 33+00) | | | | | |
| 301 | ASPHALT REMOVAL | CY | 4 | \$2,308.00 | \$8,655.00 |
| 302 | SUBGRADE | CY | 4506 | \$10.53 | \$47,462.20 |
| 303 | SWALES AND LANDSCAPING | L.S. | 6638 | \$0.95 | \$6,306.10 |
| 304 | PED RAMPS | EA | 16 | \$2,450.00 | \$39,200.00 |
| 305 | CEMENT CONCRETE CURB | LF | 2166 | \$28.92 | \$62,634.00 |
| 306 | SIGNS | L.S. | 1 | \$114,925.00 | \$114,925.00 |
| 307 | STRIPING | L.S. | 1 | \$16,500.00 | \$16,500.00 |
| 308 | 4/6" PAVING | SY | 4463 | \$37.50 | \$167,362.50 |
| 309 | 2/4" PATHWAY PAVING | SY | 777 | \$26.75 | \$20,784.75 |
| 310 | SCUPPERS | SY | 12 | \$275.00 | \$3,300.00 |
| 311 | SINGLE DEPTH DRYWELLS | EA | 2 | \$2,600.00 | \$5,200.00 |
| 312 | TYPE 2 AND 3 BARRICADES | EA | 1 | \$750.00 | \$750.00 |
| 313 | TRAFFIC CONTROL | L.S. | 1 | \$25,000.00 | \$25,000.00 |
| 314 | IRRIGATION SLEEVES | LF | 311 | \$15.00 | \$4,665.00 |
| 315 | CONCRETE SPLITTER ISLANDS | EA | 2020 | \$12.00 | \$24,240.00 |
| 316 | 6" TRUCK APRON | SF | 4475 | \$12.00 | \$53,700.00 |
| 317 | STREET LIGHTS | EA | 3 | \$1,100.00 | \$3,300.00 |
| ROUNDABOUT SUBTOTAL | | | | | |
| \$603,984.55 | | | | | |
| PRAIRIE WIDENING (WEST OF STATION 33+00) | | | | | |
| 401 | ASPHALT REMOVAL | SY | 345 | \$6.00 | \$2,070.00 |
| 402 | SUBGRADE | L.S. | 3030 | \$2.25 | \$6,817.50 |
| 403 | SWALES AND LANDSCAPING | L.S. | 9085 | \$0.95 | \$8,630.75 |
| 404 | PED RAMPS | EA | 5 | \$2,480.00 | \$12,400.00 |
| 405 | CEMENT CONCRETE CURB | LF | 897 | \$26.12 | \$23,429.64 |
| 406 | SIGNS (EXCLUDING RRFBS) | L.S. | 1 | \$12,500.00 | \$12,500.00 |
| 407 | STRIPING | L.S. | 1 | \$7,500.00 | \$7,500.00 |
| 408 | 4/6" PAVING | SY | 2790 | \$37.50 | \$104,625.00 |
| 409 | 2/4" PATHWAY PAVING | SY | 760 | \$26.75 | \$20,330.00 |
| 410 | 26" WIDE CONCRETE APPROACH | SY | 235 | \$110.00 | \$25,850.00 |
| 411 | SCUPPERS | SY | 8 | \$275.00 | \$2,200.00 |
| 412 | SINGLE DEPTH DRYWELLS | EA | 2 | \$2,600.00 | \$5,200.00 |
| 413 | TRAFFIC CONTROL | L.S. | 1 | \$5,000.00 | \$5,000.00 |
| 414 | TYPE 2 AND 3 BARRICADES | EA | 1 | \$750.00 | \$750.00 |
| 415 | STREET LIGHTS | EA | 3 | \$1,100.00 | \$3,300.00 |
| PRAIRIE WIDENING SUBTOTAL | | | | | |
| \$289,152.89 | | | | | |
| LANDSCAPING | | | | | |
| 501 | STREET TREES | EA | 29 | \$600.00 | \$17,400.00 |
| 502 | SHRUBS | EA | 123 | \$50.00 | \$6,150.00 |
| 503 | IRRIGATION | LS | 1 | \$25,000.00 | \$25,000.00 |
| 504 | GROUND COVER | LS | 1 | \$3,000.00 | \$3,000.00 |
| LANDSCAPING SUBTOTAL | | | | | |
| \$51,550.00 | | | | | |
| TOTAL COST | | | | | |
| \$990,687.44 | | | | | |

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

Jacklin Land Company LLLP

FOR

Jacklin Hwy 41 Property

CONSTRUCTION DRAWINGS

Plans Titled: Street & Roundabout Construction Plans - Jacklin Hwy 41 Property

Dated:

By: Ray Kimball, P.E.

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

Jacklin Land Company LLLP

FOR

Jacklin Hwy 41 Property

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

| ID | Task Mode | Task Name | Duration | Start | Finish | Resource Names | Timeline (May '23 to Aug '23) | | | | | | | | | | | | | |
|----|-----------|--------------------------------------|----------------|--------------------|--------------------|----------------|-------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 1 | | Jacklin - Fennecus Roundabout | 58 days | Wed 5/24/23 | Fri 8/11/23 | | | | | | | | | | | | | | | |
| 2 | | Notice To Proceed | 0 days | Wed 5/24/23 | Wed 5/24/23 | | | | | | | | | | | | | | | |
| 3 | | Road Closure | 0 days | Mon 6/5/23 | Mon 6/5/23 | | | | | | | | | | | | | | | |
| 4 | | Removals | 3 days | Mon 6/5/23 | Wed 6/7/23 | | | | | | | | | | | | | | | |
| 5 | | Utility Work | 10 days | Thu 6/8/23 | Wed 6/21/23 | | | | | | | | | | | | | | | |
| 6 | | Earthwork & Grading | 5 days | Thu 6/22/23 | Wed 6/28/23 | | | | | | | | | | | | | | | |
| 7 | | Concrete Work | 15 days | Mon 7/3/23 | Fri 7/21/23 | | | | | | | | | | | | | | | |
| 8 | | Paving & Striping | 10 days | Mon 7/24/23 | Fri 8/4/23 | | | | | | | | | | | | | | | |
| 9 | | Finish Work | 5 days | Mon 8/7/23 | Fri 8/11/23 | | | | | | | | | | | | | | | |
| 10 | | Open to Traffic | 0 days | Fri 8/11/23 | Fri 8/11/23 | | | | | | | | | | | | | | | |

| | | | | | | | | | | |
|---|-----------|--|--------------------|--|-----------------------|--|--------------------|--|-----------------|--|
| Project: 23-04-18 Roundabout Date: Fri 5/19/23 | Task | | Project Summary | | Manual Task | | Start-only | | Deadline | |
| | Split | | Inactive Task | | Duration-only | | Finish-only | | Progress | |
| | Milestone | | Inactive Milestone | | Manual Summary Rollup | | External Tasks | | Manual Progress | |
| | Summary | | Inactive Summary | | Manual Summary | | External Milestone | | | |

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

Jacklin Land Company LLLP

FOR

Jacklin Hwy 41 Property

ENGINEERING SERVICES FEE SUMMARY

| Permit/Inspection | | Fees | Unit | Base Rate | Quantity | Cost |
|--------------------------|----------|-------------|-------------|------------------|-----------------|---------------------|
| Utility ROW | | \$ 100.00 | LS | \$ - | | \$ - |
| Commercial ROW | | \$ 350.00 | LS | \$ - | 1 | \$ 350.00 |
| Residential ROW | | \$ 150.00 | LS | \$ - | | \$ - |
| Utility Trench | 1-200' | \$ 250.00 | LS | \$ - | | \$ - |
| | 201-400' | \$ 350.00 | LS | \$ - | | \$ - |
| | 401-600' | \$ 400.00 | LS | \$ - | | \$ - |
| | 601-800' | \$ 450.00 | LS | \$ - | | \$ - |
| | Over 800 | \$ 0.85 | per ft | \$ - | | \$ - |
| C&G | | \$ 0.60 | per ft | \$ 150.00 | 3063 | \$ 1,987.80 |
| Sidewalk & Approaches | | \$ 0.60 | per ft | \$ 150.00 | 1382 | \$ 979.20 |
| Swales | | \$ 0.20 | per ft^2 | \$ 150.00 | 13591 | \$ 2,868.20 |
| Drywells | | \$ 60.00 | Each | \$ - | 4 | \$ 240.00 |
| Pavement | | \$ 0.50 | per yd ^2 | \$ 150.00 | 7253 | \$ 3,776.50 |
| Water Pressure Test | | \$ 120.00 | per Test | \$ - | | \$ - |
| Sewer Pressure Test | | \$ 120.00 | per Test | \$ - | | \$ - |
| Street Tree Inspection | | \$ 40.00 | per Tree | \$ - | 29 | \$ 1,160.00 |
| Total | | | | | | \$ 11,361.70 |

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

Jacklin Land Company LLLP

FOR

Jacklin Hwy 41 Property

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

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

By: _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

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 **Addendum II to the Jacklin Hwy 41 Property Commercial Construction Improvement Agreement**, 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: _____

CITY OF POST FALLS
AGENDA REPORT
Public Hearings
MEETING DATE: 06/06/2023

DATE: 06/06/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner
SUBJECT: Impact Fee Public Hearing

ITEM AND RECOMMENDED ACTION:

Staff recommends the impact fee suggestions for multi-family and commercial, as presented.

DISCUSSION: Staff engaged with TischlerBise in the Fall of 2022 to update the fee categories with updated costs for the projects within the fee categories. These findings were presented to Council in a Workshop held on February 7th and brought to the February 21st Council meeting for further discussion and direction. The Council provided direction to amend the fees, reducing the parks impact fee and the multimodal fee, and bring back to Council for adoption. The amended fees were brought back to Council on March 21st, but the resolution failed to include the updates to the multi-family and commercial components of the fee. The process tonight corrects that error and includes these fees.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON: Feb 7th, 2023; Feb 21st, 2023, and March 21st, 2023.

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

IMPACT FEES

| Type of Use | Parks | Public Safety | Streets | Multimodal | Fire/EMS | Total |
|-------------------------------|-------------------------|---------------|-------------|------------|----------|-------------|
| Residential | | | | | | |
| | Per Housing Unit | | | | | |
| Multi-Family | \$ 3,130 | \$ 380 | \$ 965 | \$ 731 | \$ 1,339 | \$ 6,546 |
| Multi-Family | \$ 4,657 | \$ 910 | \$ 1,743 | \$ 1,002 | \$ 1,339 | \$ 9,651 |
| Single-Family | \$ 6,256 | \$ 1,223 | \$ 3,082 | \$ 1,347 | \$ 1,339 | \$ 13,247 |
| Non-Residential | | | | | | |
| Commercial /Shopping Center | N/A | \$ 0.51 | \$ 3.40 | \$ 0.96 | \$ 0.67 | \$ 5.54 |
| Office | N/A | \$ 0.20 | \$ 1.32 | \$ 0.37 | \$ 0.67 | \$ 2.57 |
| Light Industrial | N/A | \$ 0.10 | \$ 0.68 | \$ 0.19 | \$ 0.67 | \$ 1.64 |
| Manufacturing | N/A | \$ 0.08 | \$ 0.53 | \$ 0.15 | \$ 0.67 | \$ 1.43 |
| Warehousing | N/A | \$ 0.03 | \$ 0.23 | \$ 0.07 | \$ 0.67 | \$ 1.00 |
| Mini-Warehouse | N/A | \$ 0.03 | \$ 0.20 | \$ 0.05 | \$ 0.67 | \$ 0.96 |
| Elementary School | N/A | \$ 0.26 | \$ 1.75 | \$ 0.48 | \$ 0.67 | \$ 3.17 |
| Middle School/Junior High | N/A | \$ 0.27 | \$ 1.82 | \$ 0.52 | \$ 0.67 | \$ 3.28 |
| High School | N/A | \$ 0.19 | \$ 1.27 | \$ 0.36 | \$ 0.67 | \$ 2.49 |
| Day Care | N/A | \$ 0.64 | \$ 4.30 | \$ 1.21 | \$ 0.67 | \$ 6.82 |
| Church | N/A | \$ 0.15 | \$ 0.95 | \$ 0.26 | \$ 0.67 | \$ 2.03 |
| Assisted Living | N/A | \$ 0.09 | \$ 0.57 | \$ 0.16 | \$ 0.67 | \$ 1.48 |
| Nursing Home | N/A | \$ 0.14 | \$ 0.88 | \$ 0.26 | \$ 0.67 | \$ 1.95 |
| Recreational Community Center | N/A | \$ 0.59 | \$ 3.83 | \$ 1.12 | \$ 0.67 | \$ 6.20 |
| Hotel (per room) | N/A | \$ 171.82 | \$ 1,144.14 | \$ 323.06 | N/A | \$ 1,639.02 |
| Hotel (per sq. foot) | N/A | N/A | N/A | N/A | 0.67 | \$ 0.67 |
| Commercial /Shopping Center | N/A | \$ 1.20 | \$ 6.15 | \$ 1.32 | \$ 0.67 | \$ 9.34 |
| Office | N/A | \$ 0.47 | \$ 2.40 | \$ 0.51 | \$ 0.67 | \$ 4.05 |
| Light Industrial | N/A | \$ 0.24 | \$ 1.22 | \$ 0.27 | \$ 0.67 | \$ 2.40 |
| Manufacturing | N/A | \$ 0.19 | \$ 0.97 | \$ 0.21 | \$ 0.67 | \$ 2.04 |
| Warehousing | N/A | \$ 0.08 | \$ 0.43 | \$ 0.09 | \$ 0.67 | \$ 1.27 |
| Mini-Warehouse | N/A | \$ 0.07 | \$ 0.37 | \$ 0.08 | \$ 0.67 | \$ 1.19 |
| Elementary School | N/A | \$ 0.62 | \$ 3.18 | \$ 0.68 | \$ 0.67 | \$ 5.15 |
| Middle School/Junior High | N/A | \$ 0.64 | \$ 3.29 | \$ 0.71 | \$ 0.67 | \$ 5.31 |
| High School | N/A | \$ 0.45 | \$ 2.29 | \$ 0.50 | \$ 0.67 | \$ 3.91 |
| Day Care | N/A | \$ 1.52 | \$ 7.76 | \$ 1.66 | \$ 0.67 | \$ 11.61 |
| Church | N/A | \$ 0.34 | \$ 1.71 | \$ 0.37 | \$ 0.67 | \$ 3.09 |
| Assisted Living | N/A | \$ 0.20 | \$ 1.03 | \$ 0.22 | \$ 0.67 | \$ 2.12 |
| Nursing Home | N/A | \$ 0.32 | \$ 1.64 | \$ 0.35 | \$ 0.67 | \$ 2.98 |
| Recreational Community Center | N/A | \$ 1.39 | \$ 7.12 | \$ 1.53 | \$ 0.67 | \$ 10.71 |
| Hotel (per room) | N/A | \$ 404.00 | \$ 2,066.12 | \$ 442.36 | N/A | \$ 2,912.48 |
| Hotel (per sq. foot) | N/A | N/A | N/A | N/A | 0.67 | \$ 0.67 |

CITY OF POST FALLS
AGENDA REPORT
Public Hearings
MEETING DATE: 06/06/2023

DATE: 05/31/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Comprehensive Plan Amendment File No. CPA-23-1

ITEM AND RECOMMENDED ACTION:

The Planning Division is seeking to add additional clarifying language relating to the Focus Area description within the Comprehensive Plan. The proposed additional language on page 1-14 of the Comprehensive Plan as shown below underlined:

Focus Area Descriptions

Post Falls is a highly diverse place, with many areas – in and out of City Limits – that have yet to be developed. For this reason, this plan provides both a Future Land Use Map (Figure 2.03) and a "Focus Area" map with descriptions that articulate, in ways the land use map cannot, the overall vision for what Post Falls expects from each area within its Area of City Impact (ACI). These two approaches are to be used in tandem, effectively expressing the City's policies for its rapidly transforming landscape. The table below is provided for quick reference in conjunction with Figure 1.04. A set of matching, landscape-format, 12-point font sheets are provided in Appendix A. The outer boundaries on Figure 1.04 are representative of the Focus Areas and are not intended to be definitive. Focus Area boundaries on the periphery of the map extend to the City's Area of City Impact boundary, including those areas contained within the Shared Tier Area of City Impact. These areas include the West Prairie, Central Prairie, 41 North, and East Prairie Focus Areas.

DISCUSSION:

Stated above

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

No

APPROVED OR DIRECTION GIVEN:

On April 11, 2023, the Planning and Zoning Commission forwarded a recommendation of approval for the requested Comprehensive Plan Amendment.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARING
MEETING DATE: June 6, 2023**

DATE: May 31, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JON MANLEY, PLANNING MANAGER
jmanley@postfalls.gov / 208-457-3344
SUBJECT: COMP PLAN AMENDMENT – CPA-23-1

ITEM AND RECOMMENDED ACTION:

The Planning Division is seeking to add additional clarifying language relating to the Focus Area description within the Comprehensive Plan. The proposed additional language on page 1-14 of the Comprehensive Plan as shown below underlined:

Focus Area Descriptions

Post Falls is a highly diverse place, with many areas – in and out of City Limits – that have yet to be developed. For this reason, this plan provides both a Future Land Use Map (Figure 2.03) and a "Focus Area" map with descriptions that articulate, in ways the land use map cannot, the overall vision for what Post Falls expects from each area within its Area of City Impact (ACI). These two approaches are to be used in tandem, effectively expressing the City's policies for its rapidly transforming landscape. The table below is provided for quick reference in conjunction with Figure 1.04. A set of matching, landscape-format, 12-point font sheets are provided in Appendix A. The outer boundaries on Figure 1.04 are representative of the Focus Areas and are not intended to be definitive. Focus Area boundaries on the periphery of the map extend to the City's Area of City Impact boundary, including those areas contained within the Shared Tier Area of City Impact. These areas include the West Prairie, Central Prairie, 41 North, and East Prairie Focus Areas.

DISCUSSION: Stated Above

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

APPROVED OR DIRECTION GIVEN: On April 11, 2023, the Planning and Zoning Commission forwarded a recommendation of approval for the requested Comprehensive Plan Amendment.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-2 P&Z Staff Report
Exhibit S-1 Figure 1.04 – Focus Area Diagram

Testimony:

Exhibit PA-1 DEQ Comments
Exhibit PA-2 PFHD Comments
Exhibit S-3 Minutes 4-11-2023
Exhibit PA-3 DEQ Comments
Exhibit PA-4 YPL Comments
Exhibit PA-5 PFHD Comments

2020 Comp Plan: <https://www.postfalls.gov/PZDept/pzforms/Planning/CompPlan.pdf>

CITY OF POST FALLS AGENDA REPORT

REPORT DATE: April 7, 2023
TO: POST FALLS PLANNING AND ZONING COMMISSION
FROM: JON MANLEY, PLANNING MANAGER
(208) 457-3344, jmanley@postfallsidaho.org
SUBJECT: STAFF REPORT FOR THE APRIL 11, 2023, P&Z COMMISSION MEETING -
COMPREHENSIVE PLAN AMENDMENT

FILE NO(s): CPA-23-1: COMPREHENSIVE PLAN AMENDMENT

APPLICANT: CITY OF POST FALLS PLANNING DIVISION

COMPREHENSIVE PLAN AMENDMENT REQUEST:

The Planning Division is seeking to add additional clarifying language relating to the Focus Area description within the Comprehensive Plan. The proposed additional language on page 1-14 of the Comprehensive Plan as shown below underlined:

Focus Area Descriptions

Post Falls is a highly diverse place, with many areas – in and out of City Limits – that have yet to be developed. For this reason, this plan provides both a Future Land Use Map (Figure 2.03) and a "Focus Area" map with descriptions that articulate, in ways the land use map cannot, the overall vision for what Post Falls expects from each area within its Area of City Impact (ACI). These two approaches are to be used in tandem, effectively expressing the City's policies for its rapidly transforming landscape. The table below is provided for quick reference in conjunction with Figure 1.04. A set of matching, landscape-format, 12-point font sheets are provided in Appendix A. The outer boundaries on Figure 1.04 are representative of the Focus Areas and are not intended to be definitive. Focus Area boundaries on the periphery of the map extend to the City's Area of City Impact boundary, including those areas contained within the Shared Tier Area of City Impact. These areas include the West Prairie, Central Prairie, 41 North, and East Prairie Focus Areas.

ATTACHMENTS:

STAFF EXHIBITS:

Exhibit S-1: Figure 1.04 - Focus Area Diagram

Comp Plan 2020 located at following link:

<https://www.postfallsidaho.org/PZDept/pzforms/Planning/CompPlan.pdf>

Testimony:

Exhibit PA-1 DEQ Comments
Exhibit PA-2 PFHD Comments

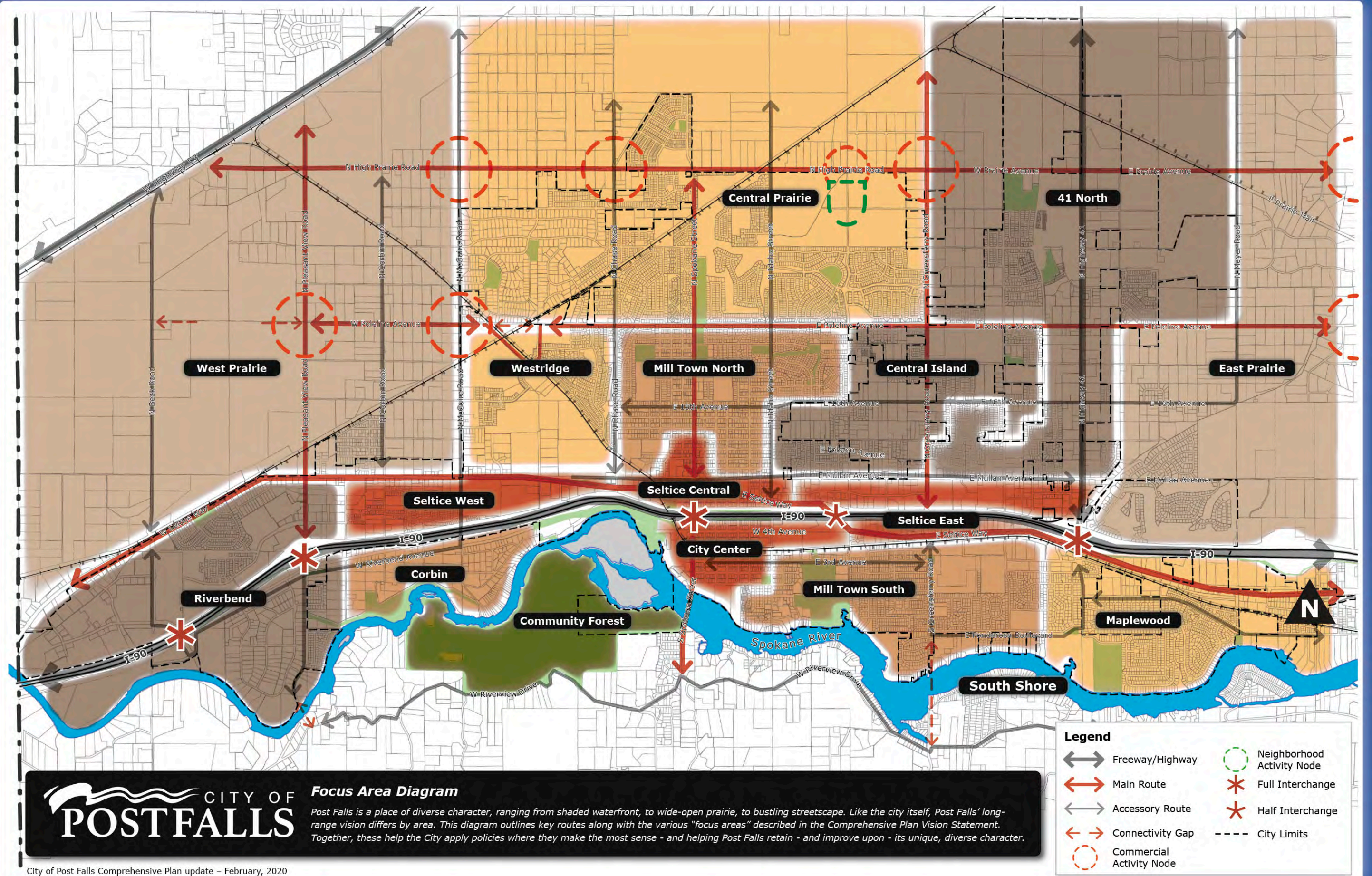


Figure 1.04 – Focus Area Diagram, for use with descriptive text on following pages and the Future Land Use map in Chapter 2.

Amber Blanchette

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Thursday, March 30, 2023 3:52 PM
To: Amber Blanchette
Subject: RE: Comprehensive Plan Amendment File No. CPA-23-1

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,
Kristie

Kristie May | Admin Assistant II

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Direct: 208.666.4608
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Amber Blanchette <amberb@postfalls.gov>
Sent: Friday, March 24, 2023 9:45 AM
To: Ali Marienau <AMarienau@kmpo.net>; aobermueller@cdapress.com; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (Ziply) <david.sauer@ziply.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; eketner@phd1.idaho.gov; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>;

Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandor, AECOM <lynn.sandor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Vicky Jo Carey <vjcarey@aol.com>
Subject: Comprehensive Plan Amendment File No. CPA-23-1

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Good morning,

Attached is the notice to jurisdiction for the Comp Plan Amendment for the Planning and Zoning Hearing on April 11th. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



Fear is an illusion, ready to be overcome...

The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

Amber Blanchette

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Tuesday, April 4, 2023 7:22 AM
To: Amber Blanchette
Subject: RE: Comprehensive Plan Amendment File No. CPA-23-1

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PFHD has no comment

From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Amber Blanchette
Sent: Friday, March 24, 2023 9:45 AM
Subject: Comprehensive Plan Amendment File No. CPA-23-1

Good morning,

Attached is the notice to jurisdiction for the Comp Plan Amendment for the Planning and Zoning Hearing on April 11th. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



Fear is an illusion, ready to be overcome...

The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail. Although this email has been scanned for the possible presence of computer viruses prior to dispatch, we cannot be held responsible for any viruses or other material transmitted with, or as part of, this email without our knowledge.

Exhibit PA-2

1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.
Ward – That is clear.
Steffensen – There is a will serve letter.
2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.
Commission agrees
3. Proposed streets are consistent with the transportation element of the comprehensive plan.
Commission agrees
4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.
Commission- no known conditions
5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.
Commission agrees – it is R1
6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.
***Commission – was outlined in the staff report for the developer to pay at building permit*.**

Motion to approve finding it meets the approval criteria found in the PFMC as outlined in our deliberations. Subject to conditions 1-10 with a change to condition #9 to read, A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along Bogie Dr., including all landscaping, irrigation, and removal of snow from sidewalks and trails. Directing staff to prepare a reasoned decision. Hampe

2nd by: Ward

Vote: Steffensen – Yes; Walton – Yes; Ward – Yes; Hampe - Yes

Moved

- D. **Recommendation** Comprehensive Plan Amendment File No. CPA-23-1 – Jon Manley, Planning Manager, to present a recommendation to City Council in adding additional clarifying language relating to the Focus Area description within the Comprehensive Plan. Requested action is to review and recommend approval of the requested amendments to the Comprehensive Plan. The Planning Division is seeking to add additional clarifying language relating to the Focus Area description within the Comprehensive Plan. Adding clarity to the Transitional areas, the purpose is - guidance can be located within the associated Focused Area. The additional language is – The outer boundaries on Figure 1.04 are representative of the Focus Areas and are not intended to be definitive. Focus Area boundaries on the periphery of the map extend to the City's Area of City Impact boundary, including those areas contained within the Shared Tier Area of City Impact. These areas include the West Prairie, Central Prairie, 41 North, and East Prairie Focus Areas. The ACI references a portion that's dedicated out on the Prairie and is to be served by the City of Post Falls. There is a part within that tier that is unknown jurisdictionally to the north, somewhere between Hayden and Wyoming there

is a line that could be served potentially by Rathdrum and or Post Falls and similarly on the east of 41 it could be potentially Hayden or another jurisdiction. Someone can ask for a land use application and we would go to the applicable Focus Area and apply guidance.

Steffensen – So if they are in the transitional and those questions come up before, we would look at the focus area to help define what is out there but transitional doesn't technically define what is out there but, in those areas, we will use the focus group to help define.

Manley – There is a little disconnect. Anything outside the city limits is transitional versus what the focus area maps it's a little confusing and where does that end point. Legal provided this saying that end point of using the focus area would occur at that shared tier of City impact.

Hampe – Is where it is underlined the part we are talking about.

Manley – Yes, that is the additional language.

Hampe – It currently doesn't exist.

Manley – We are adding it to the portion of the focus area descriptions in chapter 1-14 of the Comprehensive Plan.

Herrington – To help clarify, the focus area diagram that is in the Comp Plan is loosely drawn in and you can see the commercial nodes out on East Prairie, sort of by extension it's obvious that would probably be in the East Prairie Focus Area. The way this diagram was created it is zoomed in a little closer than we would want now. So, we are just amending the Comp Plan language to extend those boundaries out farther to the East and to the North for those areas to include the area out to our ACI boundary. Which is currently outside this diagram.

Manley – At the time this was created, our Land App sites were not annexed into the city yet.

Steffensen – If you could actually draw in the city boundary that would be helpful. I guess it is there.

Manley – There is a lot going on in these maps.

Ward – Where is the city boundary going north?

Herrington – That is why this is changing to include the boundary to the north.

Manley – It goes beyond the limits of this map.

Hampe – Why don't you make us a new map?

Herrington – We will do that in our full Comp Plan Update.

Ward – Is the purpose of this to allow more property into the city.

Herrington – No, we have annexed beyond where this area shows. So, any development that may come in north of Prairie connected to this line would be in our transitional area of the future land use map which says per focus area. So, if we don't have a focus area there, how would we analyze that property. What the clarifying language does is extends out the Focus Area to our ACI boundaries so we can possibly consider. We would have something to base an analysis on.

Hampe – That makes more sense to me. I'd rather see the map remade.

Manley – I don't have the data the consultant made the map with so currently it is easier to add language than fix the map.

Hampe – One thing at a time.

Steffensen – Do we just need a recommendation to move forward to Council.

Herrington – Yes, it is a public hearing so, open it up for comment and go from there; close the hearing, deliberate and it is a recommendation to City Council.

Testimony:

In Favor: None

Neutral: None

In Opposition: None

Comments

Steffensen – Seems more like a housekeeping item.

Motion to recommend approval to City Council to add language to the focus area description as presented in the staff report. Hampe

2nd by: Walton

Vote: Ward – yes; Hampe – Yes; Steffensen – Yes; Walton - Yes

Moved

5. ADMINISTRATIVE / STAFF REPORTS

Manley – This is Laura Jones last hearing with us, she is expanding her career path with a different company.

6. COMMISSION COMMENT

None

7. ADJOURNMENT 7:30PM

Questions concerning items appearing on this Agenda should be addressed to the Community Development Department – Planning Division at 408 Spokane Street or call 208-773-8708.

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341.

Chair: James Steffensen Vice Chair: Ray Kimball
Members: Vicky Jo Cary, Nancy Hampe, Ross Schlotthauer, Kevin Ward, Kibbee Walton

Date: 5/17/23

Chair: 

Attest: 

Amber Blanchette

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Friday, May 12, 2023 11:49 AM
To: Amber Blanchette
Subject: RE: Comprehensive Plan Amendment File No. CPA-23-1

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,
Kristie

Kristie May | Admin Assistant II

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Direct: 208.666.4608
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Amber Blanchette <amberb@postfalls.gov>
Sent: Friday, May 12, 2023 11:44 AM
To: Ali Marienau <AMarienau@kmpo.net>; aobermueller@cdapress.com; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (Ziply) <david.sauer@ziply.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; eketner@phd1.idaho.gov; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>;

Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: Comprehensive Plan Amendment File No. CPA-23-1

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Good morning,

Attached is the notice to jurisdiction for the Comprehensive Plan Amendment for the Council Meeting on June 6th. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



Fear is an illusion, ready to be overcome...

The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

Amber Blanchette

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Monday, May 15, 2023 8:37 AM
To: Amber Blanchette
Subject: FW: Comprehensive Plan Amendment File No. CPA-23-1
Attachments: CC Comp Plan NTJ.pdf

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Good Morning Amber,

We do not have any comments on the attached.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Amber Blanchette <amberb@postfalls.gov>
Sent: Friday, May 12, 2023 12:44 PM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Polak, Chad M <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller

<momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: [EXTERNAL]Comprehensive Plan Amendment File No. CPA-23-1

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Good morning,

Attached is the notice to jurisdiction for the Comprehensive Plan Amendment for the Council Meeting on June 6th. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



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Amber Blanchette

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Tuesday, May 16, 2023 7:28 AM
To: Amber Blanchette
Subject: RE: Comprehensive Plan Amendment File No. CPA-23-1

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PFHD has no comment

From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Amber Blanchette
Sent: Friday, May 12, 2023 11:44 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>;
audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill
Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA
GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>;
Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman
<criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden
<danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David
Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziply.com>; Dena Naccarato <dnaccarato@273.com>;
Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA
<dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>;
Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfalls.gov>; Field
Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.com>;
Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell
<jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner
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<jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi
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Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>;
Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe
<kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lynn Sandsor,
AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn
<marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>;
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<momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; PFHD <contactus@postfallshd.com>; PFPD
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Subject: Comprehensive Plan Amendment File No. CPA-23-1

Good morning,

Attached is the notice to jurisdiction for the Comprehensive Plan Amendment for the Council Meeting on June 6th. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



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CITY OF POST FALLS
AGENDA REPORT
Public Hearings
MEETING DATE: 06/06/2023

DATE: 05/31/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: Millsap Landing Annexation and Development Agreement File No. ANNX-22-16

ITEM AND RECOMMENDED ACTION:

Ray Kimball, with Whipple Engineering is requesting, on behalf of Wild Horse Investments, the property owner, approval to annex approximately 5-acres into the City of Post Falls with a zoning request of Single Family Residential (R-1) (Exhibit S-2). The intent is to subdivide and create a total of 18 lots (Exhibit A-3b). (See P&Z staff report and zoning recommendation, Exhibit S-4, and S-7).

DISCUSSION:

The City Council must conduct a public hearing and review the proposed annexation proposal based on the recommendation for the Single-Family Residential (R-1) zoning district by the Planning and Zoning Commission at their April 11, 2023, meeting. Their recommendation of zoning was determined to meet the following zone change criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. The approval criteria for establishing zoning are:

Amendments to the zoning map should be in accordance with the zoning map.

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

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.

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.

In review for establishing zoning, a Comprehensive Plan analysis was completed within the P&Z Staff Report (Exhibit S-4) and may be utilized in determining whether the property should be annexed. Generally, the City Council can determine whether an annexation request is appropriate based on their best judgement. Ideally, the Council would base that decision on planning principles such as whether the annexation is a logical extension of the city, whether it reduces a county pocket, consistent with policies in the Comp Plan and whether extension of public infrastructure is feasible etc.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

No

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission made a recommendation for the proposed Single-Family Residential (R-1) zoning district at their April 11, 2023, meeting as part of the annexation request. Additionally, the Planning and Zoning Commission approved the proposed subdivision (Exhibit A-3b) conditioned upon this annexation request.

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

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARING
MEETING DATE: JUNE 6, 2023**

DATE: MAY 31, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jon Manley, Planning Manager
jmanley@postfalls.gov / 208-457-3344
SUBJECT: MILLSAP ANNEXATION FILE NO. ANN-22-16

ITEM AND RECOMMENDED ACTION:

Ray Kimball, with Whipple Engineering is requesting, on behalf of Wild Horse Investments, the property owner, approval to annex approximately 5-acres into the City of Post Falls with a zoning request of Single Family Residential (R-1) (Exhibit S-2). The intent is to subdivide and create a total of 18 lots (Exhibit A-3b). (See P&Z staff report and zoning recommendation, Exhibit S-4, and S-7).

DISCUSSION:

The City Council must conduct a public hearing and review the proposed annexation proposal based on the recommendation for the Single-Family Residential (R-1) zoning district by the Planning and Zoning Commission at their April 11, 2023, meeting. Their recommendation of zoning was determined to meet the following zone change criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. The approval criteria for establishing zoning are:

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

In review for establishing zoning, a Comprehensive Plan analysis was completed within the P&Z Staff Report (Exhibit S-4) and may be utilized in determining whether the property should be annexed. Generally, the City Council can determine whether an annexation request is appropriate based on their best judgement. Ideally, the Council would base that decision on planning principles such as whether

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

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

APPROVED OR DIRECTION GIVEN: The Planning and Zoning Commission made a recommendation for the proposed Single-Family Residential (R-1) zoning district at their April 11, 2023, meeting as part of the annexation request. Additionally, the Planning and Zoning Commission approved the proposed subdivision (Exhibit A-3b) conditioned upon this annexation request.

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

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

| | |
|--------------|---|
| Exhibit S-4 | Planning and Zoning Commission Staff Report |
| Exhibit A-1a | Annexation Application |
| Exhibit A-1b | Subdivision Application |
| Exhibit A-2 | Narrative |
| Exhibit A-3a | Legal |
| Exhibit A-3b | Preliminary Plan |
| Exhibit A-4 | Will Serve |
| Exhibit A-6 | Auth Letter |
| Exhibit A-7 | Title Report |
| Exhibit S-1 | Vicinity Map |
| Exhibit S-2 | Zoning Map |
| Exhibit S-3 | Future Land Use map |
| Exhibit PA-1 | PFHD Comments |
| Exhibit PA-2 | YPL Comments |
| Exhibit PA-3 | KCFR Comments |
| Exhibit PA-4 | DEQ Comments |
| Exhibit PA-5 | DEQ Comments |
| Exhibit S-5 | Signed Development Agreement |
| Exhibit S-6 | Minutes 4-11-2023 |
| Exhibit S-7 | Signed Zoning Recommendation |
| Exhibit PA-6 | PFHD Comments |
| Exhibit PA-7 | DEQ Comments |
| Exhibit PC-1 | Ellsworth Comments |
| Exhibit PC-2 | Parker Comments |
| Exhibit PC-3 | Mills Comments |

CITY OF POST FALLS
STAFF REPORT

DATE: April 7, 2023

TO: POST FALLS PLANNING AND ZONING COMMISSION

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

SUBJECT: STAFF REPORT FOR THE APRIL 11, 2023, P&Z COMMISSION MEETING
MILLSAP LANDING ANNEXATION AND SUBDIVISION
ANNX-22-16 & SUBD-22-16

INTRODUCTION:

Ray Kimball, with Whipple Engineering is requesting, on behalf of Wild Horse Investments, the property owner, approval to annex and subdivide approximately 5-acres into a total of 18 lots within the City of Post Falls with a zoning request of Single Family Residential (R-1) (Exhibit S-1). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. The Planning & Zoning Commission is also being asked to review the proposed subdivision and determine that it meets the requirements of the City's ordinances and approve the Subdivision with appropriate conditions. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

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

PROJECT INFORMATION:

Project Name / File Number: Millsap Landing Annexation and Millsap Landing Subdivision File No. ANNX-22-16 & SUBD-22-16

Owner(s): Wild Horse Investments, 14899 W. Stub Ave, Rathdrum, ID 83858

Applicant: Whipple Engineering, 21 S. Pines Road, Spokane Valley, WA 99206

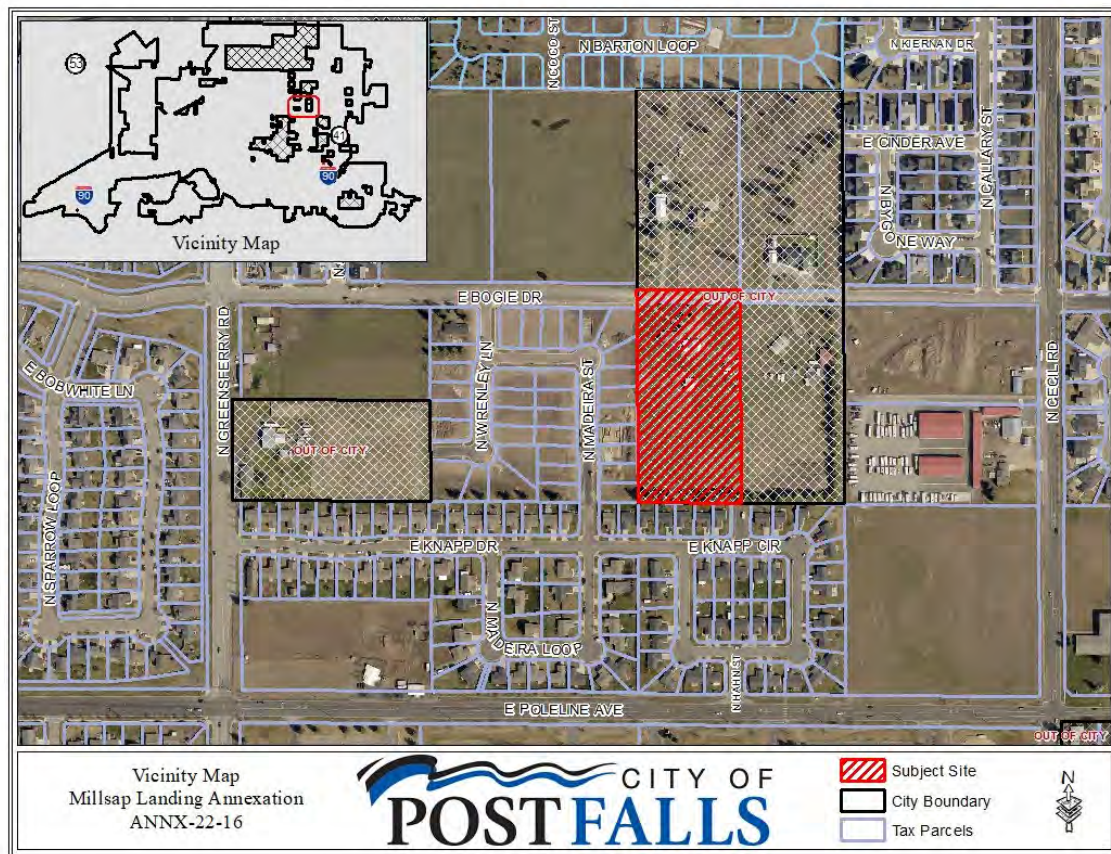
Project Description: Annex and subdivide 4.88-acres into 18 lots within the City of Post Falls with a zoning request of Single Family Residential (R-1).

Project Location: The property is generally located south of E. Bogie Drive, between N. Greensferry Road and N. Cecil Road

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located to the north and east of the project site are large lot residential properties within an unincorporated part of Kootenai County. Adjacent to the site on the west is the Wrenley Estates R-1 subdivision and to the south is the Knapp Addition R-1 subdivision.

Area Context Vicinity Map:



EVALUATION OF ZONING APPROVAL CRITERIA:

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

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

The Future Land Use Map classifies this property with the land use designation of **Low Density Residential**. This category encompasses all types of single-family uses up to eight dwelling units per acre and supports land uses such as parks, schools, and public facilities. Densities may vary as appropriate to location, street, and infrastructure capacities, planned development patterns and compatibility with existing development.

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

The proposed development is located within the 41 North Focus Area which states the following:

Residential development has been predominant in recent years, and with some forecasts estimating as many as 30,000 new residents in this area by 2040, it's a trend that's likely to continue. Such growth is expected to spur commercial uses adjacent to the highway, especially at stop-controlled intersections. As with North Prairie, land values will pressure development to attract a range of residents, offering shared amenities, housing variety and neighborhood-scale services. To help enrich the future identity of 41 North, growth should include strategically located, carefully designated land uses incorporating trails and an interconnected, walkable street network.

Post Falls recently annexed additional lands for a planned technology park to be located near the northwest corner of Highway 41 and Prairie Avenue. This feature is expected to help diversify land uses and boost demand for commercial services. The following items affirm or guide development of key policies for this area, or suggest future action items for the 41 North focus area:

- Focus provisions for multi-family, commercial, and tech uses near higher classified roadways;
- Development should provide pedestrian connectivity to all multi-use paths and trails, including the Prairie Trail;
- Manage development patterns in the airport fly zone east of 41 and north of Prairie Avenue, coordinating with the 2018 Coeur d'Alene Airport Master Plan;
- Facilitate the creation of the "backage roads" system envisioned in the Highway 41 Corridor Master Plan, supporting appropriately scaled commercial and mixed-use development along 41 and improving access for nearby residential uses;
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

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

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

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

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

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

All cities require functional, resilient transportation networks providing for the flow of people and materials. In assisting with this plan, residents urged improvements to the existing fabric and criteria that provide a full-featured street network for Post Falls, improving the efficiency, function and value of the City. Residents also recognize the importance of transit services, as well as connectivity too regional ground, rail, and air transportation systems.

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

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

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

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

Goal 10: Provide and support Post Falls' parks and recreational opportunities on-pace with growth.

Post Falls residents value current parks and recreational services and wish to retain the same or higher levels of service as the community grows. This goal directs the City to consider parks and recreational needs in all related plans and actions, including land use decisions, regulatory requirements, and budgeting.

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

The development of the Comprehensive Plan is community-driven, involving numerous residents including some representing large groups of residents. For plans to succeed, community buy-in and support is critical. Future conditions will certainly require the creation of new objectives and strategies, and this goal supports keeping residents highly involved in such work.

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Staff Comment: Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service.

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

Staff Comment: Additional housing may help further long-term fiscal health of the community by provide living accommodations to current and future workforce within the City.

- Maintain and enhance resident quality of life;

Staff Comment: Diversified housing options assists with providing quality housing for different sectors of the community. Single family homes have proven to still be in high demand in our community.

- Promote compatible, well-designed development;

Staff Comment: Development will be required to meet City design standards for the proposed limited commercial and residential uses.

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

Staff Comment: Transportation impacts, and sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be brought into compliance with the relevant master plan prior to public hearing.

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

- Future land use mapping;

Staff Comment: This is addressed by the first review criteria in Section A of this report.

- Compatibility with surrounding land uses;

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

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer for the location would need to be extended from the properties western boundary, in Bogie Drive, to the property's eastern boundary. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

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

Water will be serviced by Ross Point Water District.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to Bogie Drive, a classified Minor Collector roadway. Dedications of rights-of-way and easement would be required, at the time of annexation and complying with adopted City Design Standards:

Bogie Drive – Minor Collector Arterial: 80-feet total right-of-way width, along with a 10-foot sidewalk, drainage, and utility easement. The ½ right-of-way width will be measured from the existing center of rights-of-way for Bogie Drive.

Future traffic patterns to/from this site are benefitted from the connectivity of Bogie Drive to Greensferry Road and Cecil Road. A local roadway connection will also be completed in conjunction with development of the adjoining property (to the east) that will allow local circulation thru the Knapp Subdivision (south) to Poleline Avenue.

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

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

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

Staff Comment: This site is currently undeveloped and under-utilized.

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

- Surrounded by incorporated areas;

Staff Comment: The site is currently located within a small County “island”.

- That have readily available service infrastructure and capacity.

Staff Comment: Ross Point Water is currently located along the property’s frontage of Bogie Drive. Sanitary sewer is stubbed to the property’s western boundary. Bogie Drive is paved west of the site and a short section (330’) of unmaintained gravel roadway remains in the last section of county jurisdiction, east of the site.

- That support increased development intensity near the urban core.

Staff Comment: The site is located near the urban core and is approximately ¾ of a mile from Highway 41 and 1¼ mile from Mullan Ave.

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

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have been followed.

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

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

Policy 24: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

Staff Comment: Additional rights-of-way along E. Bogie Drive will be dedicated as part of the annexation agreement.

Policy 27: Work to improve street connectivity in all areas of Post Falls, improving walkability, public health and safety, and transportation efficiency.

Staff Comment: Existing multi-use paths and sidewalks will be extended along E. Bogie Drive and Hahn Street as part of the development of this site.

Policy 33: Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.

Staff Comment: The extension of E. Bogie Drive and Hahn Street was addressed under policies 24 and 27.

Policy 45: Guide annexation decisions guided by and considering:

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

Staff Comment: Compliance with associated master plans has been outlined herein. Schools and emergency services have been notified of this request and have been given the chance to comment on the request.

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

Staff Comment: Dedication of additional rights-of-way and associated easements have been described as part of the annexation agreement.

- Studies that evaluate environmental and public service factors;

Staff Comment: No known environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request.

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

Staff Comment: The property is located directly east and north of the current city boundary and utility services are currently constructed to the property line.

- Comprehensive plan goals and policies.

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

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

Staff Comment: All water rights associated with the site will be relinquished to the Ross Point Water as part of the annexation agreement.

Policy 71: Promote the planting and protection of trees citywide, helping;

- Beautify and enhance community value;
- Provide shade and comfort;
- Affirm the city's association with the outdoors and its historic origins;
- Provide wildlife habitat.

Staff Comment: Frontage improvements associated with the proposed development, including the planting of street trees and adequate irrigation, are required. Additionally, street trees, 1 per lot per frontage will be required with the associated residential subdivision.

Policy 72: Support and participate in efforts to protect the high quality of water from the Rathdrum Prairie Aquifer, which provides the existing and future municipal water supply.

Staff Comment: All development associated with this proposal will be connected to municipal wastewater systems will not utilize a septic system.

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

Streets/Traffic:

Staff Comment: Minor Collectors (Bogie Drive) are designed to accommodate traffic volumes of 1,500 - 5,000 vehicles per day.

Future traffic patterns to/from this site are benefitted from the proximity to numerous Collector and Arterial Roadways that would distribute traffic from the subject site to SH41, Greensferry Road, and Cecil Road.

Water and Sanitary Sewer:

Staff Comment: Water service is provided by the Ross Point Water District and sanitary sewer service is being provided by the City of Post Falls. Sanitary Sewer currently exists at the property’s western boundary line in Bogie Drive. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced main. The requested zoning is in conformance with the land use assumptions within the City’s Water Reclamation Master Plan.

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

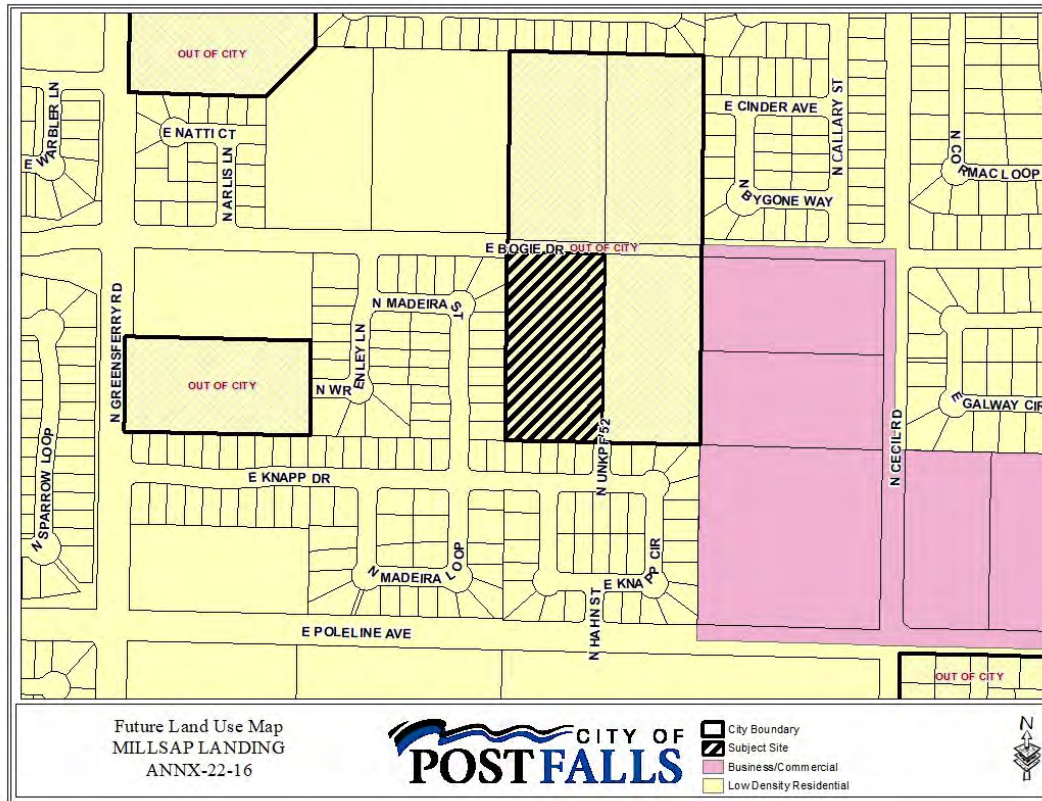
The City’s Water Reclamation System has the capacity to provide service and the City is willing to serve to the property at the requested density. The proposed zoning is compatible with the land uses anticipated within the City’s Water Reclamation Master Plan – Collections. Current capacity of the City’s Water Reclamation System is not a guarantee of future service.

Compatibility with Existing Development and Future Uses:

Staff Comment: The proposed residential use is adjacent to other residential uses and is therefore compatible.

Future Land Use Designation:

Staff Comment: Future Land Use Designation is stated in Policy 2.



Community Plans: None

Geographic/Natural Features:

Staff Comment: The site is located over the Rathdrum Prairie Aquifer.

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

Staff Comment: Not applicable.

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

Staff Comment: The subject property is located outside an intense urban activity area. The site is located near the urban core and is approximately ¾ of a mile from Highway 41 and 1¼ mile from Mullan Ave.

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

Staff Comment: Not applicable

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

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

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

Staff's Response: Water service to the project will be provided by the Ross Point Water District. Staff as received a will serve letter from the water district stating they have the capacity and willingness to serve this site.

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

Staff's Response: The City of Post Falls has adequate capacity to provide service to the subdivision as proposed. Existing septic systems will be required to be abandoned in conformance with Panhandle Health requirements.

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

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

- Neptune Drive and Hahn Street – Local Residential, 32-foot width
 - Hahn – ½ roadway improvements only, barricaded at southern property line until property to the east develops.
- Bogie Drive – Minor Collector Roadway, centerline +10 feet for roadway improvements (32' face of curb to edge of pavement)

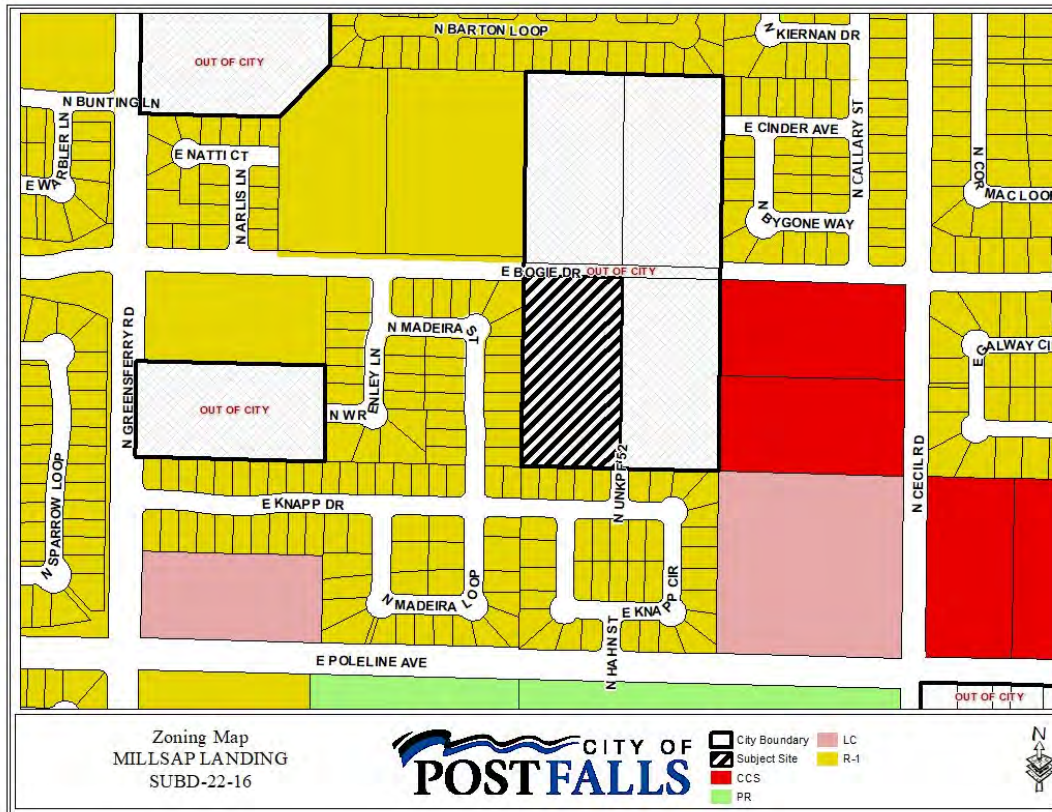
Roadway illumination, ADA ramps and roadway markings / signs shall comply with City Standards.

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

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

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

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



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

Staff's Response: Impact fees will be assessed on individual building permits to assist in mitigating the off-site impacts to parks, public safety, and streets.

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

- Post Falls Highway District (Exhibit PA-1) Requests to annex to the northern Right-of-way across Bogie Dr.
- Yellowstone Pipeline (Exhibit PA-2) No impact
- Kootenai County Fire & Rescue (Exhibit PA-3) Reserves comments for the permitting process
- Post Falls School District (Exhibit PA-4) Remains neutral.

Agencies Notified:

| | | |
|------------------------|---------------------------|-------------------------------|
| Post Falls Post Office | PF Park & Rec | East Greenacres Irr. District |
| Kootenai County Fire | Kootenai Electric | Time Warner Cable |
| PF Highway District | Ross Point Water | PF Police Department |
| PF School District | Verizon | Utilities (W/WW) |
| Avista Corp. (WWP-3) | Idaho Department of Lands | Urban Renewal Agency |

| | | |
|-------------------------------------|---------------------------|--------------------------|
| Department of Environmental Quality | Panhandle Health District | Kootenai County Planning |
| Conoco, Inc. (Pipeline Co.) | NW Pipeline Corp. | KMPO |
| Yellowstone Pipeline Co. | TransCanada GTN | TDS |

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

1. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.
2. Dedication of Rights-of-way and easements along Bogie Drive
 - a. 80-foot right-of-way (40-foot half-width measured from existing center of rights-of-way in Bogie Drive)
 - b. 10-foot sidewalk, drainage, and utility easement

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

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

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

1. This subdivision may only be approved subject to annexation approval.
2. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
3. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. The proposed subdivision must be completed in a single phase.
5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.

6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflected only the Phase I construction. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
7. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
 - Bogie Drive – Minor Collector, 44-foot width (centerline +10 feet required construction)
 - Neptune Drive and Hahn Street – Local Residential, 32-foot width
 - Hahn Street – ½ roadway improvements only, barricaded at southern property line
8. Direct access from residential lots to Bogie Drive shall be prohibited on the face of the plat.
9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along Bogie Drive and all new subdivision roads; including all landscaping, irrigation and removal of snow from sidewalks and trails.
10. All existing structures are to be removed and the septic system abandoned in conformance with Panhandle Health requirements.

ATTACHMENTS:**Applicant Exhibits:**

| | |
|--------------|-------------------------|
| Exhibit A-1a | Annexation Application |
| Exhibit A-1b | Subdivision Application |
| Exhibit A-2 | Narrative |
| Exhibit A-3a | Legal |
| Exhibit A-3b | Preliminary Plan |
| Exhibit A-4 | Will Serve |
| Exhibit A-6 | Auth Letter |
| Exhibit A-7 | Title Report |

Staff Exhibits:

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

Testimony:

| | |
|--------------|---------------|
| Exhibit PA-1 | PFHD Comments |
| Exhibit PA-2 | YPL Comments |
| Exhibit PA-3 | KCFR Comments |
| Exhibit PA-4 | DEQ Comments |

Annexation · 363 – MILLSAP LANDING

 **Expiration Date**

Active



ANNX-22-16



Details

Submitted on Dec 21, 2022 at 10:29 am



Attachments

12 files



Activity Feed

Latest activity on Feb 27, 2023



Applicant

Raymond Kimball



Location

Point Location: 47.7333, -116.9098

Timeline

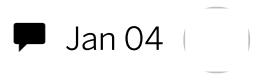
Add New ▾

Fee Payment

Paid Dec 21, 2022 at 11:46 am

Completeness Review

Completed Dec 23, 2022 at 12:34 pm



GIS Review

Completed Feb 14, 2023 at 4:54 pm



Polygon Creation

Completed Feb 14, 2023 at 4:57 pm



Maps Created

Completed Feb 15, 2023 at 10:49 am



Staff Report

Completed Feb 27, 2023 at 12:24 pm



Draft Development Annexation Agreement

In Progress



Planning Development Review

In Progress

Feb 22



Engineering Annex Development Review

In Progress



Engineering Additions

In Progress

Mar 10



Parks Additions

Review



Wastewater Additions

Review



Planning Review (Staff Report)

Review



Legal Review of Annexation Agreement

Review



Planning Review of Agreement

Review



Planning Review of Agreement

Review



Applicant Review of Annexation Agreement

Review



Schedule P&Z

Review



Notices for P&Z

Review



Site Posting

Review



Zoning Recommendation

Review



Schedule Council

Review



Council Memo

Review



Notices for Council

Review



Site Posting

Review



Reasoned Decision

Review



Consent Agenda

Review



ROW, Easement, Legal & Exhibits

Review



Ordinance Legal & Exhibits

Review



Review of Legals & Exhibits

Review



Applicant Signatures

Review



Consent Agenda

Review



Recorded Copies to Applicant

Review



🔒 Mailing Fees

Number of Mailings

40

Designated Project Name

Application Information

Did an Annexation Pre-app take place? *

Yes

Applicant Type *

Engineer

Description of Project/Reason for Request *

Millsap Landing Annexation

Existing Zoning *

County Ag

Adjacent Zoning *

County Ag, City R1

Current Land Use *

Large Lot Residential

Adjacent Land Use *

Residential

Owner Information

Name *

Wild Horse Investments

Company

Phone *

314.753.6622

Email *

mike@stegmanns.us

Address *

14899 W. Stub Ave

City, State, Zip Code

Application Certification

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



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

Raymond Kimball
Dec 20, 2022

 **Expiration Date**
Active


SUBD-22-16



Details

Submitted on Dec 21, 2022 at 10:30 am



Attachments

9 files



Activity Feed

Latest activity on Feb 27, 2023



Applicant

Raymond Kimball



Location

Point Location: 47.7331, -116.9095

Timeline

Add New ▾

Intake Review

Completed Dec 21, 2022 at 10:43 am

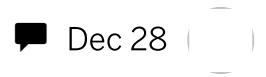


Custom Payment

Paid Dec 21, 2022 at 11:48 am

GIS Review

Completed Jan 4, 2023 at 9:58 am



Completeness Review

Completed Jan 6, 2023 at 10:50 am



Completeness Review

Completed Jan 9, 2023 at 10:29 am



Maps created

Completed Feb 15, 2023 at 10:50 am



Staff Report

Completed Feb 27, 2023 at 12:24 pm



Schedule for Public Hearing

Completed Feb 27, 2023 at 1:17 pm



Polygon Creation

Completed Feb 27, 2023 at 3:42 pm

Mar 06



Engineering Review

In Progress

Mar 10



Parks Review

In Progress

Mar 10



Waste Water Review

Review



Notice

Review



Site Posting

Review



Reasoned Decision

Review



Planning and Zoning Consent Calendar

Review



MDA

Review



Engineering Review

Review



Planning Review

Review



Signature/Applicant Review

Review



City Council Consent Calendar

Review



Recorded Copy to Applicant

Review



🔒 Number of Notices * ⓘ

Application Information

Did a Subdivision Pre-app take place? *

Yes

Applicant Type *

Engineer

Proposed Subdivision Name *

Millsap Landing

Number of Lots *

18

Size of Site

4.88

Average Size of Lots

8,751

Existing Zoning

County Ag- City R1 Proposed

Adjacent Zoning

County Ag-City R1

Current Land Use

Large lot single family

Adjacent Land Use

Single family residential

Density

3.68 du/ac

Description of Project *

18 lot single family subdivision

Site Information

Comprehensive Plan Designation

Low Density Residential

Location of Proposed Access to Site

Bogie Drive

Street(s) Serving the Project (provide ROW and pavement width)

Bogie Drive, Neptune Drive, Hahn Street

Size & Point of Water Connection

Bogie Drive, 12"

Size & Point of Sewer Connection

Bogie Drive 8"

Name & Location of Nearest School

Post Falls High School, 1/4 mile to the south

Location of, and Distance to, Nearest Fire Station or Sub-Station

Station #3, 1 mile away

Physical Description of Site (topography, cover, features)

Generally flat with an existing residence and several outbuildings (to be demolished)

Any Physical Limitations? (Rock outcrops, Slope, etc.)

No

Owner Information

Name *

Wild Horse Investments

Company

Phone *

314.753.6622

Email *

mike@stegmanns.us

Address *

14899 W. Stub Ave

City, State, Zip Code

Rathdrum, ID 83858

Application Certification

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

Raymond Kimball
Dec 20, 2022



Whipple Consulting Engineers, Inc.

Millsap Landing Annexation/Subdivision

The site of the proposed annexation is located in the Southwest ¼ of Section 25, T51N, R5W at 2752 E. Bogie Drive. The property consists of one parcel with an existing home and several outbuildings. The applicant is requesting a City R-1 zoning and subdivision into 18 single family lots. See below for a Vicinity Map.

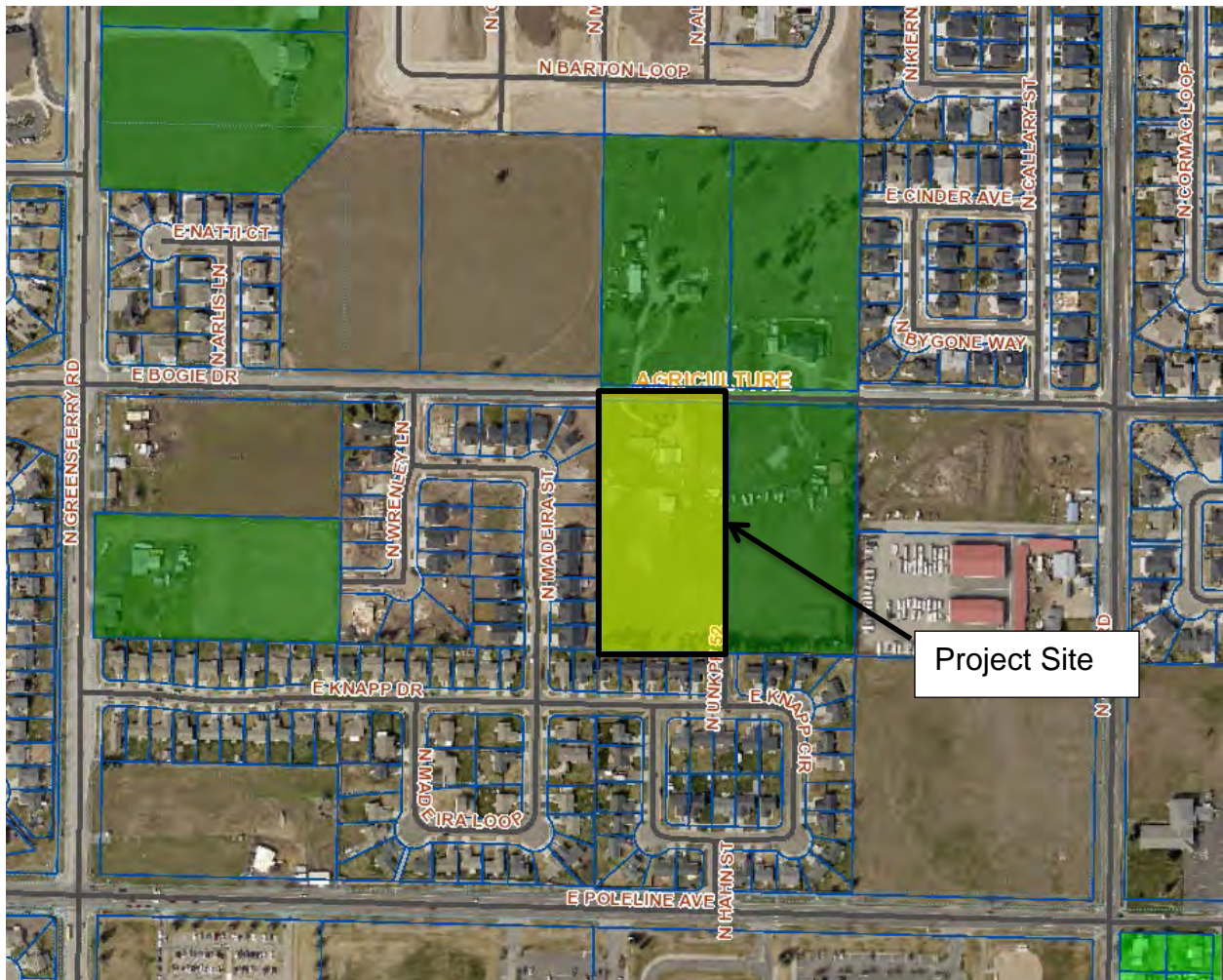


Figure 1: Vicinity Map

The subject property consists of a 4.88 acre parcel located south of Bogie Drive, between Greensferry Road and Cecil Road. The Wrenley Estates subdivision is located directly to the East, and the Knapp Addition subdivision adjoins the property to the South. Large lot residential properties adjoin on the North and East.

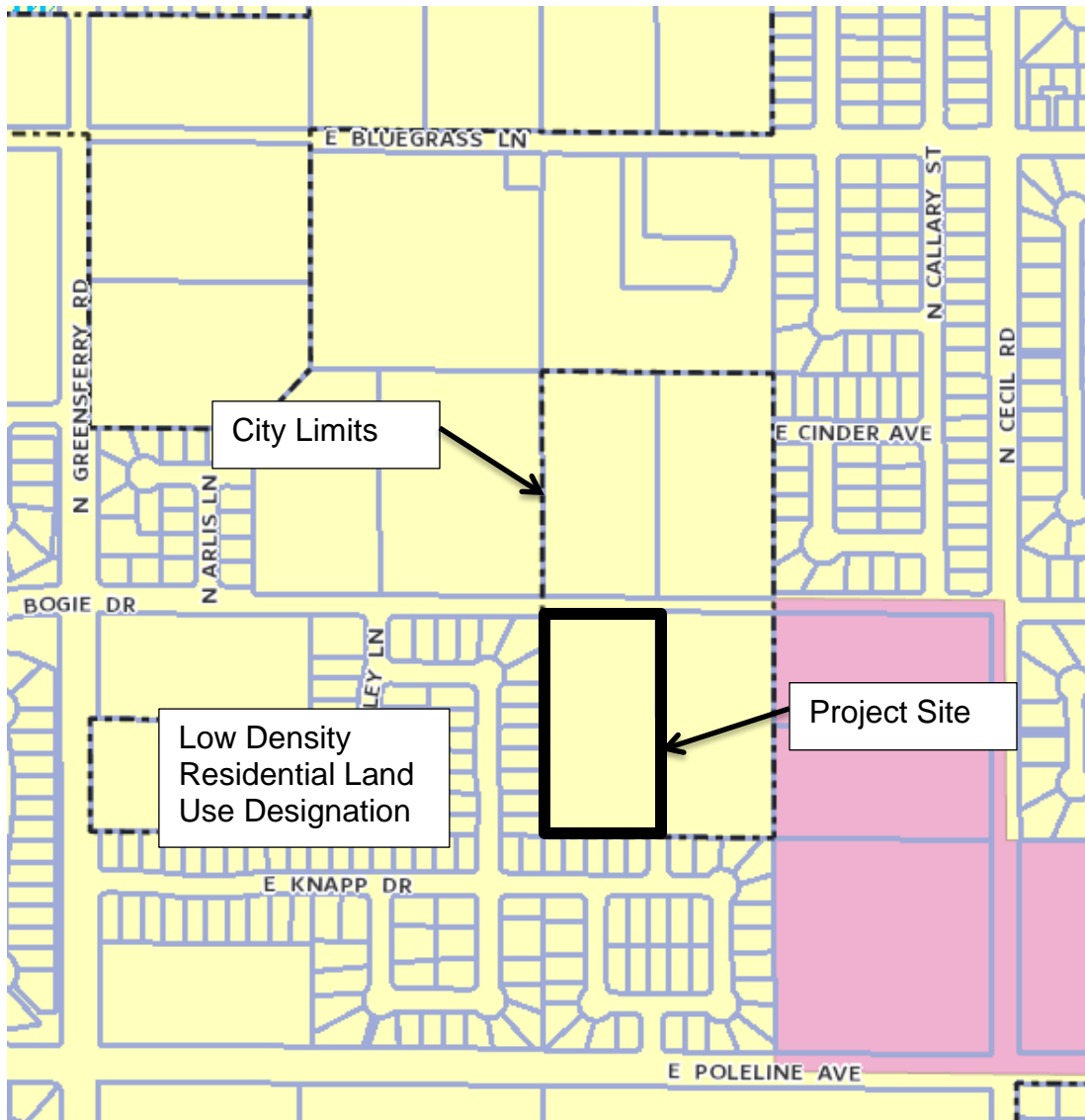
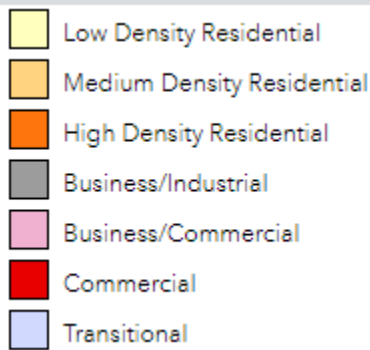


Figure 2: Future Land Use Map



Zoning:

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

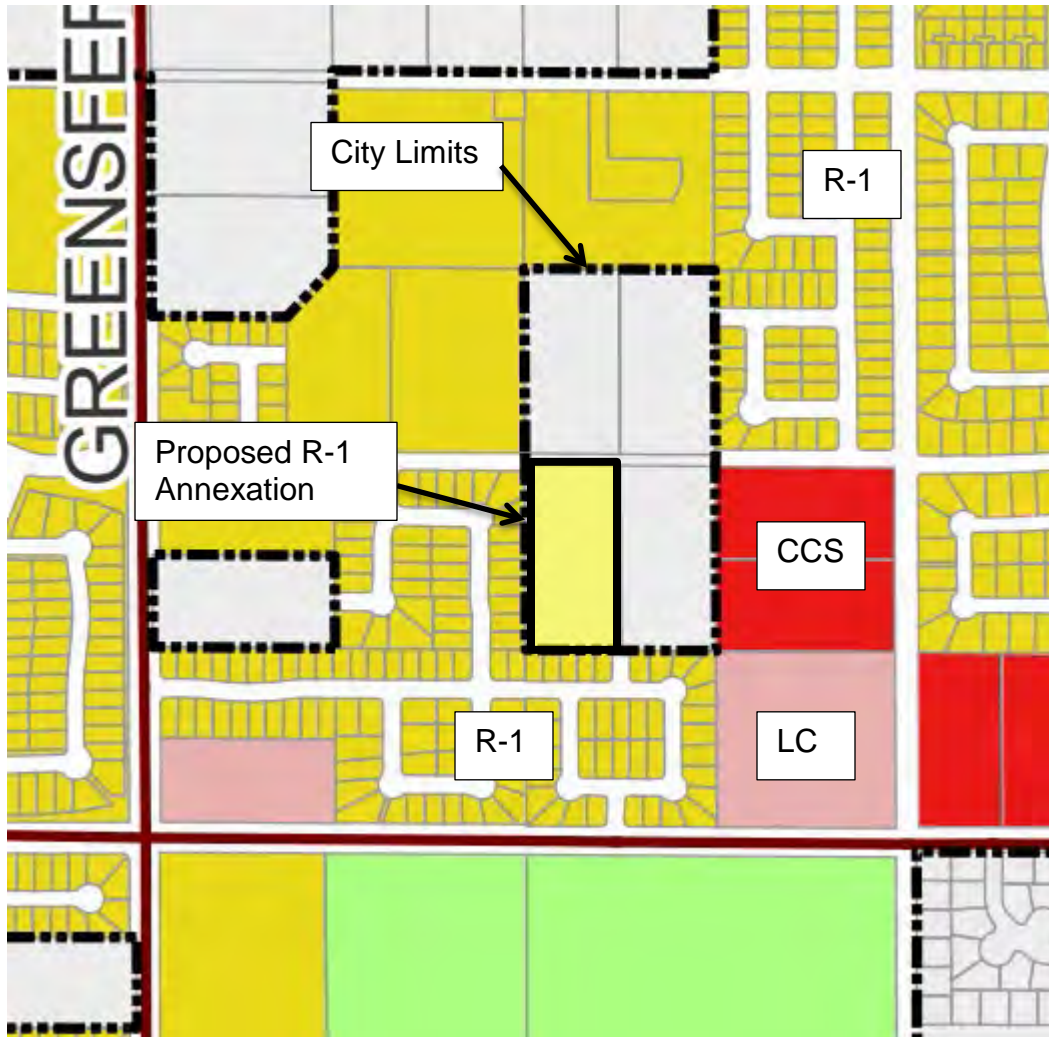


Figure 3: Zoning Map

When residential zoning is considered, it's important to consider both the existing and future surrounding environment. The existing single family residential subdivisions to the south and west of the property have lot sizes in conformance with the R-1 zoning and the county property to the east and north of the subject site will likely follow suit at some time in the future.

Utilities and Access:

Primary access to this property will be from Neptune Drive which tees into Bogie Dr. Connectivity to the south and east is provided with the extension of Neptune Drive and the connection of the half street to the south into Knapp Addition. Both streets are considered local access streets. Bogie Drive is considered collector street within the City's Transportation Master Plan and will be widened accordingly.

Both water and sewer mains are located in Bogie Drive. The Sewer will be extended from the west boundary of the property and then into the project via Neptune Drive. A 12" water main is also located in Bogie Drive and will provide domestic water to the property. Water and sewer extensions will be stubbed to the east for future development. Dry utilities are also located on the property and available to serve any future development on site.

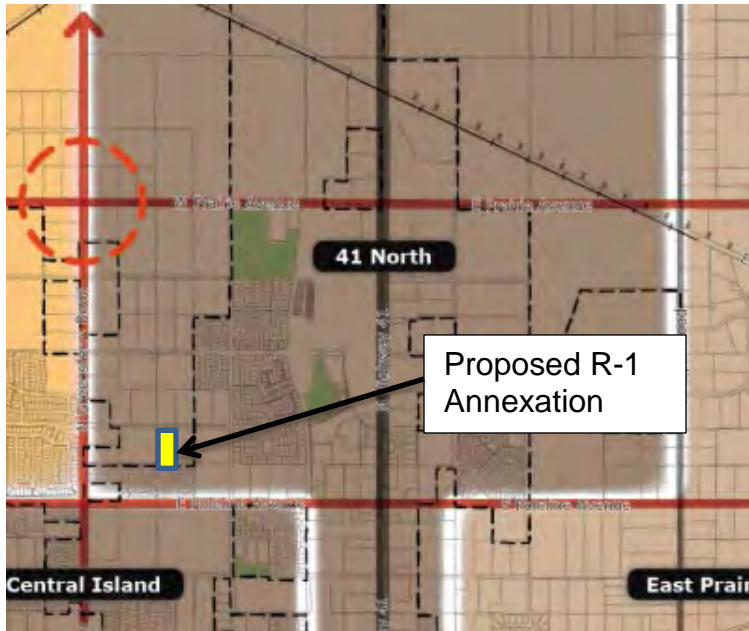
Subdivision:

As shown on the attached subdivision plan, the proposed subdivision will result in 18 single family residential lots. The lots range in size from a minimum of 7,221 sf to a maximum of 12,995 sf with the average size in the neighborhood of 8,751 sf, and all lots meet the dimensional requirements of the R-1 zoning. Neptune Drive will extend south and east, and a half street will stub to the south to connect to the existing stub in Knapp Addition. This will provide important connectivity to the adjacent undeveloped parcel and will allow for them to develop in the future should the land owners decide to do so. Right of way for the widening of Bogie Drive will be dedicated and improved to City Collector standards.

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

Comprehensive Plan Analysis:

This property is located within the 41 North focus area, which envisions higher intensity commercial and multifamily development close to the Highway corridor and lower intensity residential development in the eastern and western parts of the focus area. The future land use map designates this area to be Low Density Residential which encompasses all types of single family residential uses. The requested R-1 zone is an implementing zoning district in Low Density Residential.



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

Land Use:

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

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

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

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

Conclusion:

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

LEGAL DESCRIPTION OF PARCEL:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS.

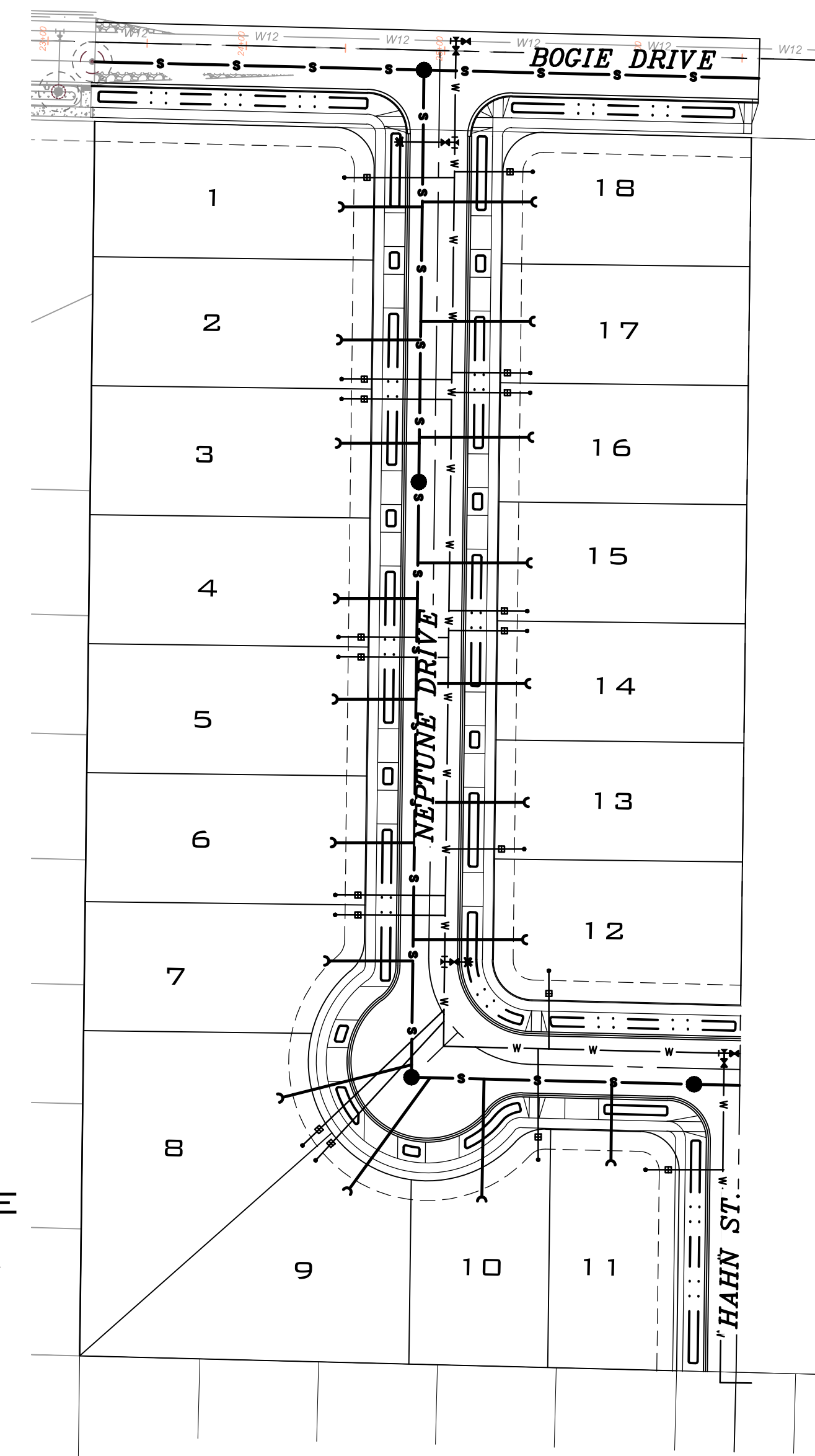
THE WEST HALF OF TRACT 54, BLOCK 25, OF THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C, PAGES 78-80, RECORDS OF KOOTENAI COUNTY, IDAHO.

**MILLSAP LANDING
PRELIMINARY SUBDIVISION PLAN**
LOCATED IN A PORTION OF
SEC 25, TWN 51N, RNG 05W, B.M.
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

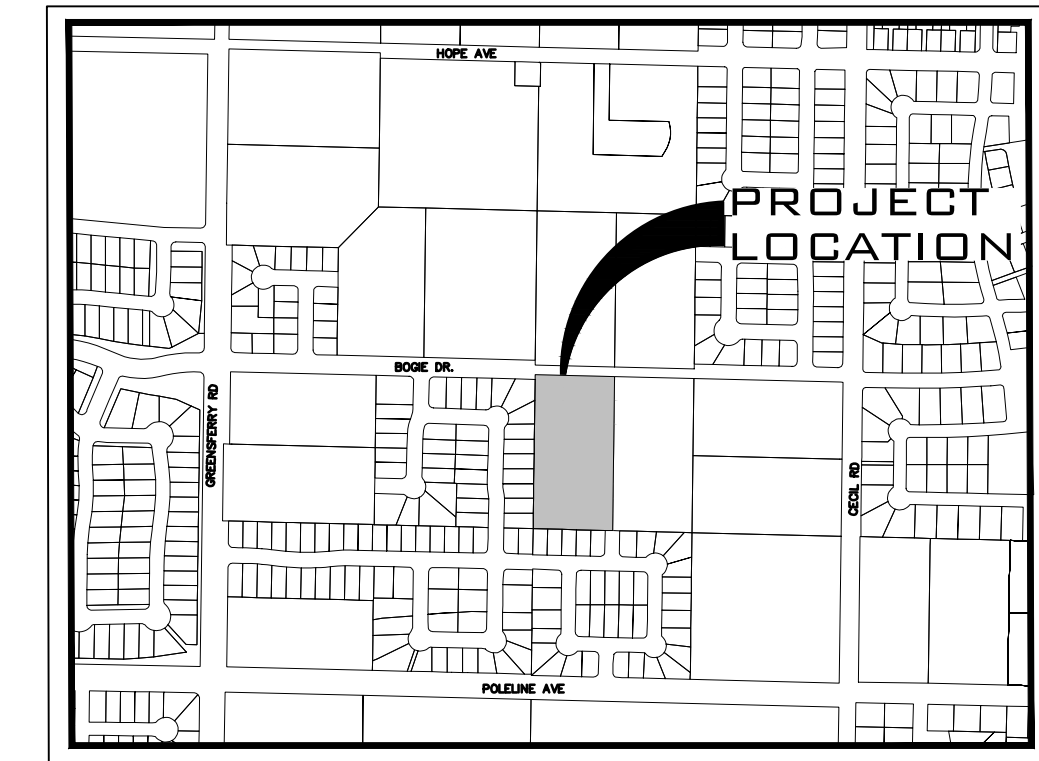
UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS
BEFORE YOU DIG



SUBDIVISION PLAN



STREET/UTILITY PLAN



VICINITY MAP

| SITE DATA TABLE | |
|----------------------------|------------------------|
| GENERAL DESIGN DATA | |
| PARCEL NUMBERS | 0-6360-25-054-AB |
| EXISTING ZONING | COUNTY AG |
| PROPOSED ZONING | R-1 |
| PROJECT AREA (ac) | 4.88 |
| NUMBER OF LOTS | 18 |
| MAXIMUM LOT AREA (SF) | 12,995 |
| MINIMUM LOT AREA (SF) | 7,221 |
| PROPERTY DENSITY (lots/ac) | 3.68 |
| AVERAGE LOT AREA (SF) | 8,751 |
| DOMESTIC WATER | ROSS POINT WATER DIST. |
| SANITARY SEWER DISPOSAL | CITY OF RATHDRUM |
| FIRE DEPARTMENT | KOOTENA COUNTY FIRE |
| DATUM | NAVD-88 |
| ELECTRIC PROVIDER | KOOTENAI ELECTRIC |
| GAS PROVIDER | AVISTA |
| OTHER PURVEYORS | TO BE DETERMINED |

ENGINEERING (CONTACT) WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99216
PHONE: 509-893-2617
CONTACT: RAY KIMBALL, P.E.

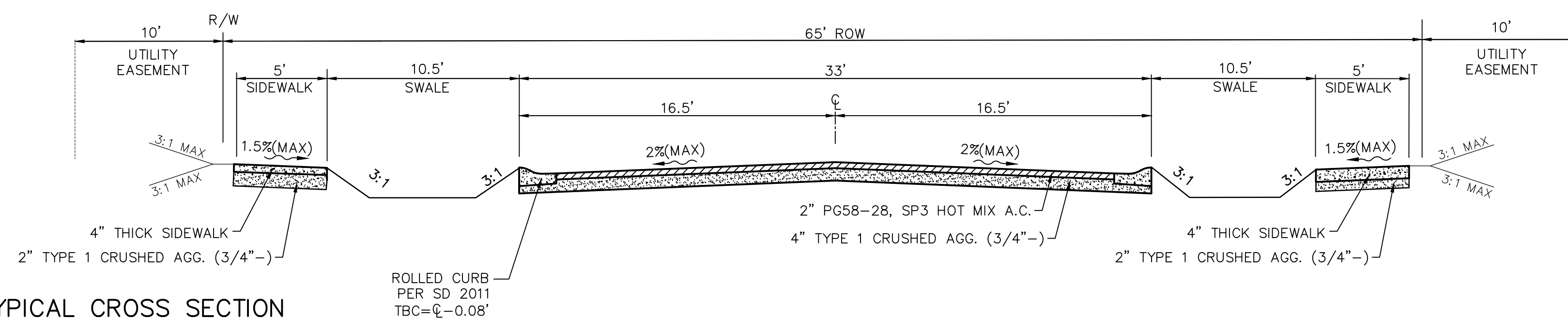
OWNER WILD HORSE INVESTMENTS, LLC
14899 W. STUB AVE
RATHDRUM, ID 83858
MIKE STEGMANN

LEGAL DESCRIPTION

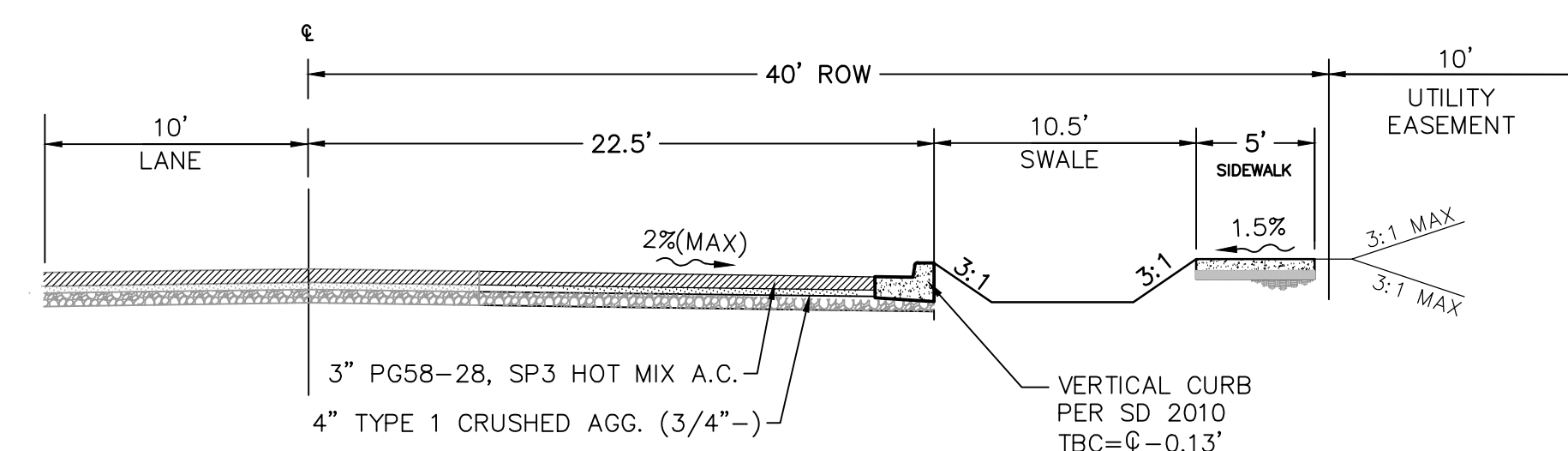
THAT PORTION OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 05 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST HALF OF TRACT 54, BLOCK 25, ACCORDING TO THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C AT PAGES 78 AND 79, RECORDS OF KOOTENAI COUNTY, IDAHO.

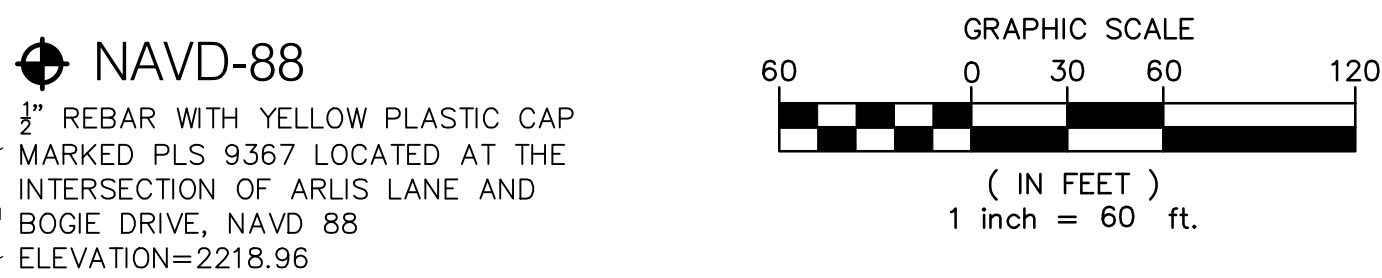
NOTE: ALL EXISTING BUILDINGS TO BE DEMOLISHED.



TYPICAL CROSS SECTION
NOT TO SCALE
NEPTUNE DRIVE



BOGIE DRIVE CROSS SECTION
NOT TO SCALE



| NO. | DATE | BY | REVISIONS |
|-----|------|----|-----------|
| | | | |
| | | | |

SCALE:
HORIZONTAL:
1" = 60'
VERTICAL:

PROJ #: 22-3384
DATE: 12/19/22
DRAWN:
REVIEWED: RDK

CIVIL
STRUCTURAL
SURVEYING
TRAFFIC
PLANNING
LANDSCAPE
OTHER

WCE
WHIPPLE CONSULTING ENGINEERS
21 SOUTH PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-893-2617 FAX: 509-826-0227

**MILLSAP LANDING
SUBDIVISION PLAN - PRELIMINARY PLAT
POST FALLS, ID**

**SHEET
1 OF 1**

JOB NUMBER
22-3384

ROSS POINT WATER DISTRICT

December 8, 2022

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

RE: MILLSAP SUBDIVISION

Dear Mr. Melvin:

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

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

Ross Point Water District will provide water service to the Millsap Subdivision, conditioned upon the developer completing off-site improvements, if any.

Additional requirements include:

1. Annexation of the subdivision into the Ross Point Water District service area, if applicable.
2. Satisfactory completion and dedication of approved on-site and off-site water system improvements.
3. Payment of all applicable fees and charges.
4. Compliance with all Ross Point Water District policies, rules and regulations.
5. The water is currently serviced to this property by Prairie Water Association and all of the water rights associated with project property **must** be transferred to Ross Point Water District.

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

If you have any questions regarding this matter please call.

Sincerely,



Christine Waller
Ross Point Water District

Cc: Ray Kimball, Whipple Consulting Engineers, Inc.
Idaho Department of Quality
Panhandle Health District
Wild Horse Investments



Wild Horse Investments, LLC

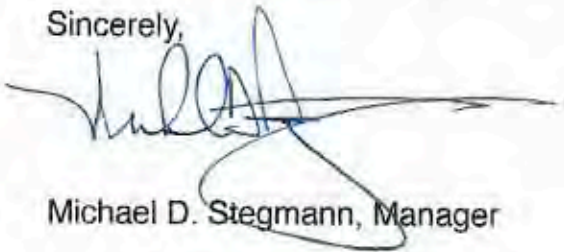
14899 W Stub Ave
Rathdrum, ID 83858

December 20, 2022

To Whom It May Concern:

Until further notice, Wild Horse Investments, LLC hereby authorizes Ray Kimball of Whipple Consulting Engineers to act as its agent and representative for the purposes of submitting annexation requests, rezoning requests, boundary line adjustments, and any other land entitlement application to the City of Post Falls on its behalf.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael D. Stegmann", with a long horizontal flourish extending to the right.

Michael D. Stegmann, Manager

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, *Old Republic National Title Insurance Company*, a(n) Idaho corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 90 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

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- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions[; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment No.: 418292

SCHEDULE A

Escrow Officer: Alicia Mills - alicia@kootenaititle.com
Title Officer: Kristin Scott - kristin@kootenaititle.com

1. Commitment Date: June 10, 2022 at 12:00 AM

2. Policy to be issued:

| | | | |
|--|---------------------------------|----------------|-----------|
| a. Owner's Policy | (ALTA Owners Policy (06/17/06)) | Amount: | \$ |
| Proposed Insured: | | Premium: | \$ |
| Wild Horse Investments, LLC, an Idaho limited liability company | | Total:: | \$ |

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

William R. Millsap, an unmarried man

5. The Land is described as follows:

The West half of Tract 54, Block 25, POST FALLS IRRIGATED TRACTS, according to the plat thereof recorded in Book C of Plats at Page 78, records of Kootenai County, Idaho.

Old Republic National Title Insurance Company

Kristin Scott

By: _____
Kootenai County Title Company, Inc.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *Mark Bibeau* President
Attest *David Wald* Secretary

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SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Note 1: In the event this transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the state insurance code.

Note 2: The address of the herein described property is:
2752 E. Bogie Dr.
Post Falls, ID 83854

Note 3: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06) or ALTA Loan Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. General Exceptions:
1. Rights or claims of parties in possession not shown by the Public Records.
 2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 3. Easements, or claims of easements, not shown by the Public Records.
 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 5. (a) Unpatented mining claims; (b) reservations in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by Public Records.
 6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments of real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- C. Special Exceptions:
7. General Taxes and Assessments, which are a lien, for the year 2021, of which the 1st installment is due December 20 of the tax year and the 2nd installment is due June 20 of the subsequent year (amounts do not include penalty and interest if delinquent) :
Total: \$1,740.80, Paid
Parcel No.: 0636025054AB
AIN No.: 165857
 8. General taxes for the year 2022, which are a lien, not yet due or payable.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

9. Special Assessments, if any, for the City of Post Falls.
10. Assessments of the Ross Point Water District.
11. Assessments of the Prairie Water Association.
12. Restrictions, conditions, dedications, notes, easements and provisions delineated and / or described on the plat recorded in Book C of Plats at Page 78, as Post Falls Irrigated Tracts, Kootenai County, Idaho.
13. Covenants, conditions and restrictions governing Prairie Water Association, Inc. as set forth in the document, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: December 19, 1978
Book 97 of Misc. at Page 607, records of Kootenai County, Idaho
14. Covenants, conditions and restrictions as set forth in the document, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: September 21, 1979
Book 302 of Deeds at Page 83, records of Kootenai County, Idaho
15. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Kootenai Electric Cooperative, Inc.
Purpose: public utilities
Recorded: February 9, 1988
Instrument No.:1108477, records of Kootenai County, Idaho.
16. Statement of Intent to Declare Manufactured Home Real Property
Recorded: March 10, 1992
Instrument No.:1250504, records of Kootenai County, Idaho
17. Deed of Trust to secure an indebtedness in the amount shown below
and any other obligations secured thereby
Amount: \$151,500.00

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

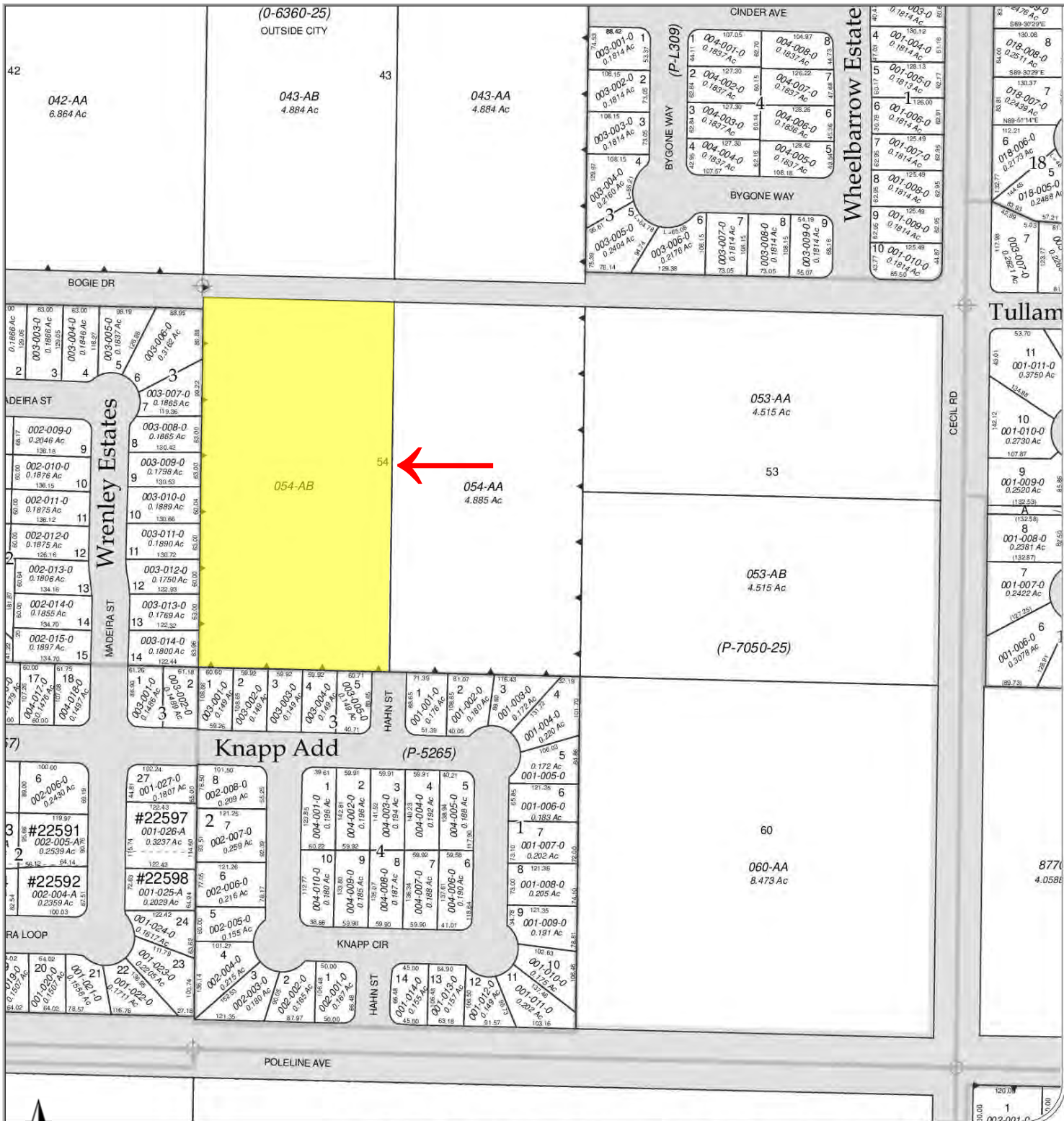
Dated: November 2, 2006
Recorded: November 8, 2006
Instrument No.:2065908000, records of Kootenai County, Idaho
Grantor: William R. Millsap, an unmarried man
Trustee: Pioneer Title Company of Ada County
Beneficiary: Wells Fargo Bank, N.A.

END OF SCHEDULE A

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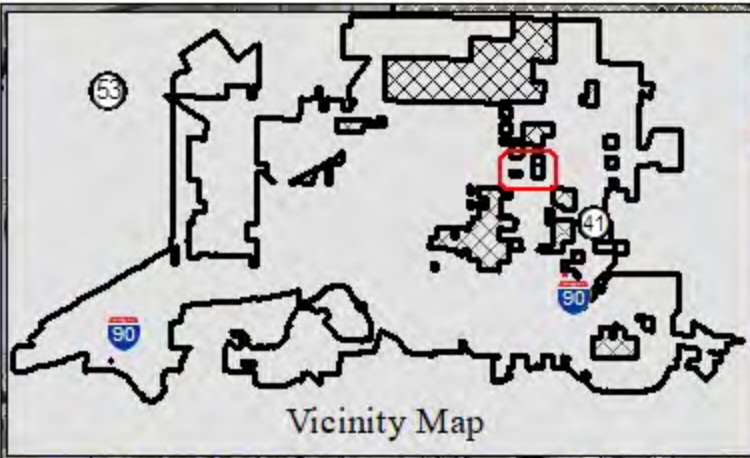
SW Sec. 25 Twp 51 N. R. 5 W. B. M.



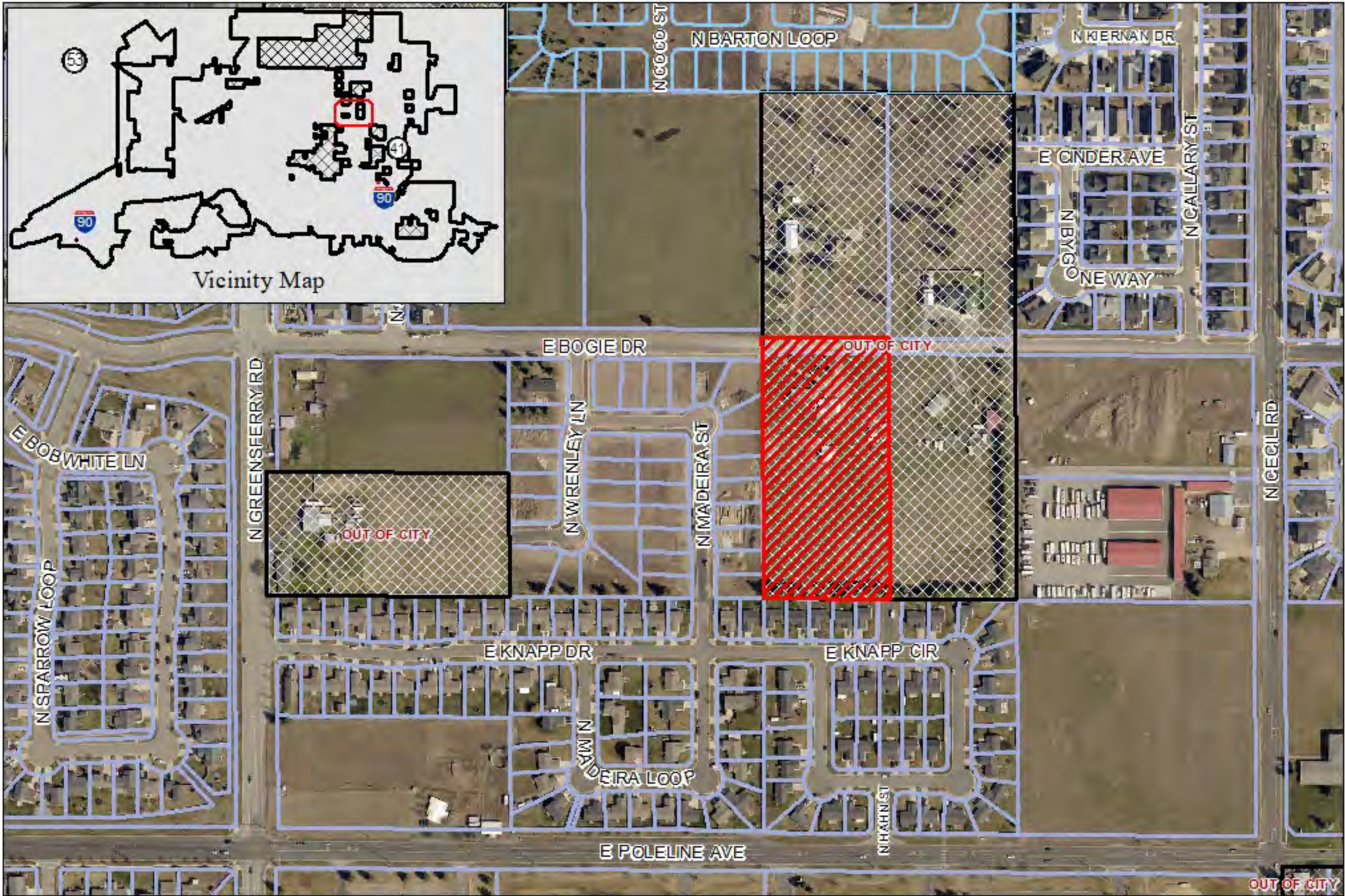
1450 Northwest Blvd Ste 200 Coeur d'Alene, ID 83814
 Phone: (208)667-9431 Fax: (208)208-666-0410

ParcelID: 0636025054AB
 Tax Account #: 165857
 2752 E Bogie Dr, 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.






Vicinity Map

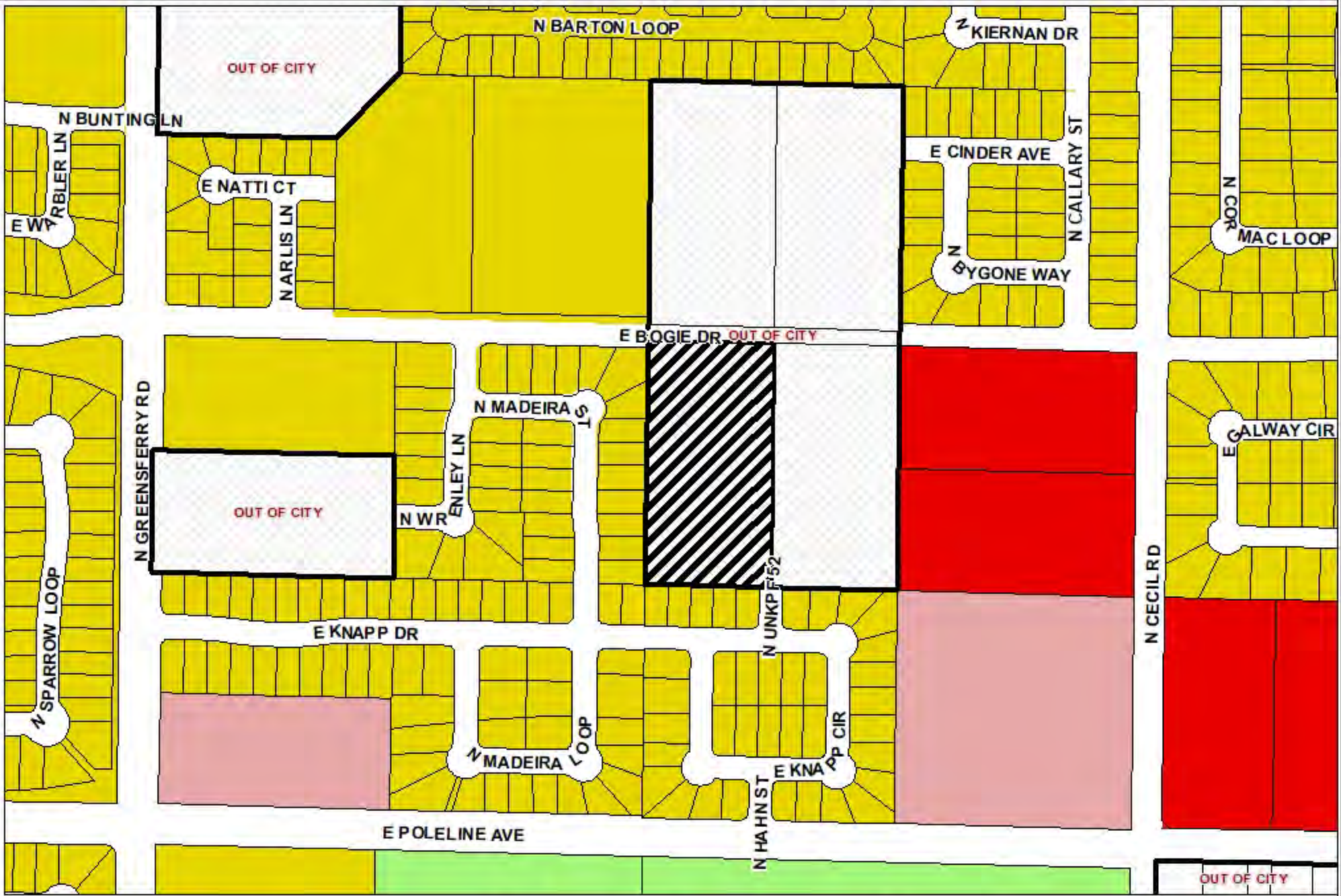


Vicinity Map
 Millsap Landing Annexation
 ANNX-22-16



-  Subject Site
-  City Boundary
-  Tax Parcels



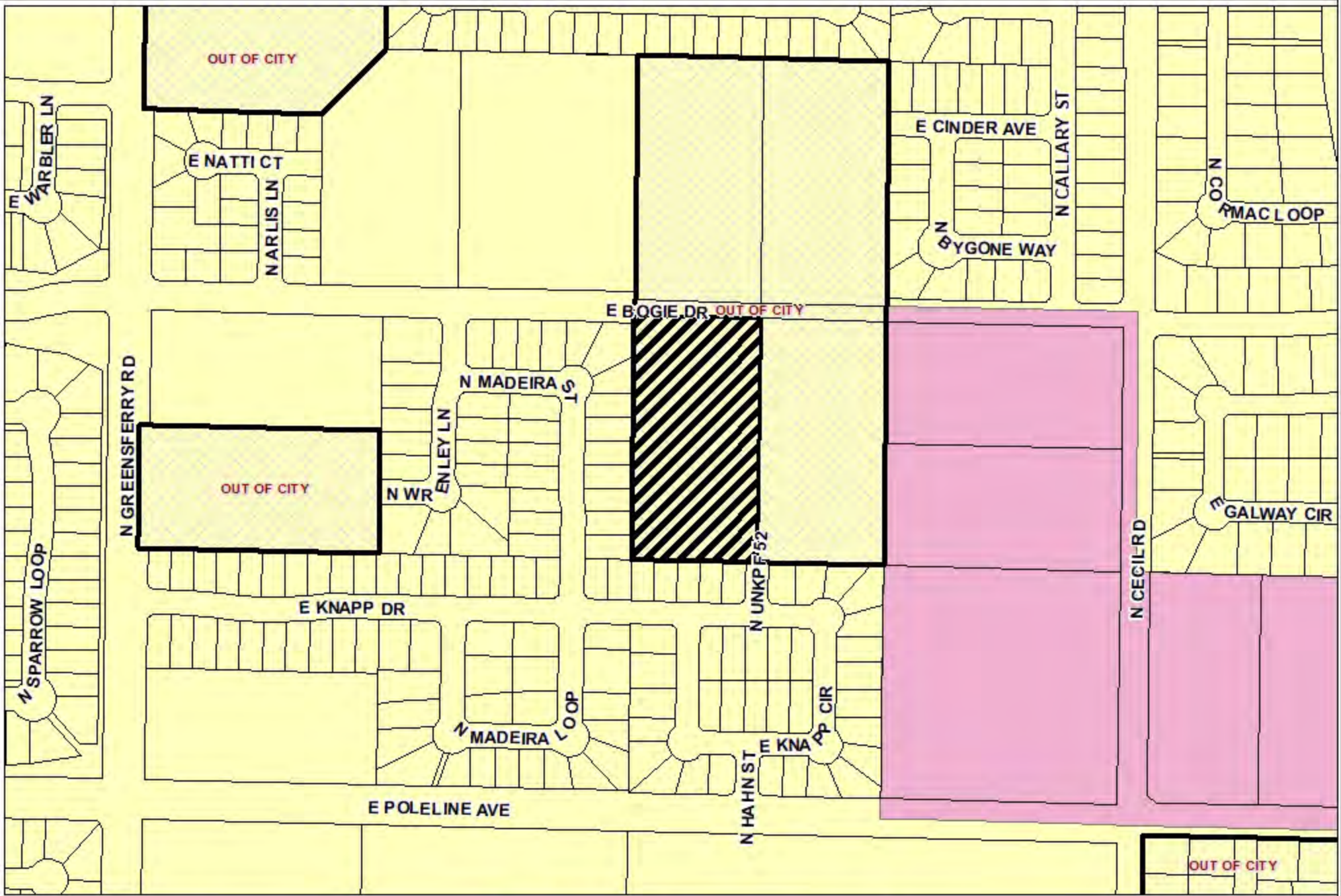


Zoning Map
 MILLSAP LANDING
 ANN-22-16



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





Future Land Use Map
 MILLSAP LANDING
 ANN-22-16



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



Amber Blanchette

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Monday, March 20, 2023 10:11 AM
To: Amber Blanchette
Subject: RE: Millsap Landing Annexation and Subdivision File No.(s) ANNX-22-16/SUBD-22-16

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

PFHD would request that the City of Post Falls Annex all the way across Bogie Dr to the Northern Right-of-Way line.

Regards,
Jonie
for Michael Lenz, Director of Highways

From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Amber Blanchette
Sent: Friday, March 17, 2023 11:45 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>;
audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill
Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA
GARBAGE <jennifer@cdagarbage.com>; CDA Press <BLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>;
Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman
<criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden
<danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David
Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>;
Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA
<dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>;
Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfalls.gov>; Field
Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.com>;
Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell
<jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner
<jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter
<jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi
Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley
<jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>;
Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>;
Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>;
Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe
<kristie.mcenroe@deg.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor,
AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn
<marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>;
Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller
<momiller@quantatel.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>;
PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post
Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus
<rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point
Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>;

Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: Millsap Landing Annexation and Subdivision File No.(s) ANNX-22-16/SUBD-22-16

Good morning,

Please see the attached notice to jurisdiction for the named annexation and subdivision for Planning and Zoning on April 11th. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



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Amber Blanchette

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Thursday, March 23, 2023 10:35 AM
To: Amber Blanchette
Subject: FW: Millsap Landing Annexation and Subdivision File No.(s) ANNX-22-16/SUBD-22-16
Attachments: Millsap ANNX_SUBD NTJ FORM.pdf

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Amber,

Based on the location of the project, there is no impact to the YPL ROW and we do not have any comments.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Amber Blanchette <amberb@postfalls.gov>
Sent: Friday, March 17, 2023 12:45 PM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Polak, Chad M <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (Ziply) <david.sauer@ziply.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller

<momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: [EXTERNAL]Millsap Landing Annexation and Subdivision File No.(s) ANNX-22-16/SUBD-22-16

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Report Suspicious

Good morning,

Please see the attached notice to jurisdiction for the named annexation and subdivision for Planning and Zoning on April 11th. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



Fear is an illusion, ready to be overcome...

The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

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Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

April 3, 2023

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

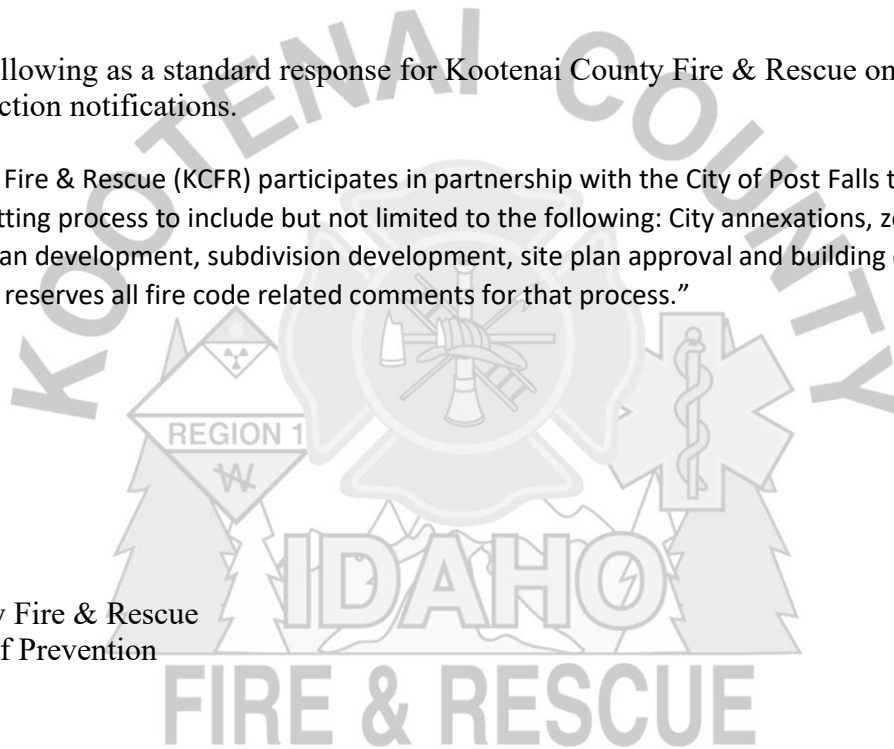
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,

Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief of Prevention
Fire Marshal





POST FALLS SCHOOL DISTRICT #273

DISTRICT OFFICE
P.O. Box 40
Post Falls, ID 83877
PHONE 208-773-1658
FAX 208-773-3218
www.pfsd.com

June 20, 2022

Robert Seale
Community Development Director
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and the capacity of each school for the 2021-2022 school year is listed below. (What these enrollment numbers do not include are the anticipated increase of 50 students per elementary school due to full day kindergarten beginning in the fall of 2022.)

The district will review the current long range facility plan this fall. A copy of the current plan is included with this letter.

| School | 2021-2022 Enrollment | Building Capacity |
|-------------------------|----------------------|-------------------|
| Greensferry Elementary | 374 | 525 |
| Mullan Trail Elementary | 340 | 500 |
| Ponderosa Elementry | 420 | 570 |
| Prairie View Elementary | 440 | 525 |
| Seltice Elementary | 440 | 560 |

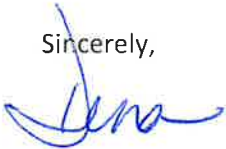
Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.

Exhibit PA-4

| | | |
|--------------------------|------|------|
| Treaty Rock Elementary | 415 | 525 |
| West Ridge Elementary | 430 | 525 |
| Post Falls Middle School | 870 | 920 |
| River City Middle School | 630 | 750 |
| Post Falls High School | 1560 | 1800 |
| New Vision High School | 160 | 225 |

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato
Superintendent

Cc: Post Falls School District Board of Trustees
Shelly Enderud, City Administrator

ANNEXATION AND ZONING DEVELOPMENT AGREEMENT

Millsap Landing Annexation

(File No. ANN-22-16)

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 **Wild Horse Investments, LLC**, an Idaho Limited Liability Company organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 14899 W. Stub Ave., Rathdrum, ID 83858.

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

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

WHEREAS, The Post Falls Planning and Zoning Commission has approved, subject to the successful completion of the annexation process, a subdivision of the Property, which is commonly known as Millsap Landing. A copy of the approved Reasoned Decision for the Millsap Landing subdivision is attached hereto as Exhibit "B"; 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 south of Bogie Drive, east of Greensferry Road and west of Cecil Road and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

- 2.1. Construct to City Standards: Owner agrees that all improvements required by this Agreement or by City codes will be built to City standards or to the standards of any public agency providing service to the Property. Owner agrees to adhere to all City policies and procedures; including, but not limited to sanitary sewer improvements, water lines, fire hydrants, parks, flood works, storm water management, curbs, sidewalks, street trees, streetlights, pedestrian/bicycle facilities and roads. Such policies include extending utility lines in a manner acceptable to the City to make service available to adjoining lands and limitations on gaining site access from arterial and collector roadways (including the KMPO Critical Access Corridor Policy).
- 2.2. Applicable Standards: Owner agrees that all laws, standards, policies, and procedures regarding public improvement construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes are those in effect when construction is commenced. If Owner fails to comply with applicable laws while constructing improvements, public or otherwise, on the Property, the Owner consents to the City withholding further development approvals for the Property including, but not limited to, building permits, certificates of occupancy, site plan approval, and subdivision approval until such compliance is attained. Owner waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approval as authorized by this Section.
- 2.3. Inspection and Testing: Owner agrees that it will retain the services of a civil engineer, licensed by the State of Idaho, to perform construction inspection and testing during the construction of all public improvements on the Property. Owner agrees to provide copies of all field inspection reports and test results to the City Engineer accompanied by a certification that the improvements have been installed in compliance with applicable City requirements prior to requesting that the City accept the public improvements for ownership and maintenance. The inspection, testing and certification reports must be provided at no cost to the City. Owner agrees that a representative of the City must be present at the pressure testing of water mains and sanitary sewer mains. Owner agrees to provide the City with at least twenty-four (24) hours-notice before such testing.
- 2.4. As-Built Drawings: Owner agrees to provide accurate "as-built" drawings of public improvements to the City within thirty (30) days of the date of substantial completion of construction of any public improvement on the Property. If as-builts are not provided as required by this Agreement, the Owner agrees that the City may withhold further development approvals for the Property as provided in Section 2.2 and waives, on behalf of itself and its successors in interest, all claims against the City relating to the City withholding development approvals. The Owner understands and agrees that the City will not accept public improvements for maintenance or allow occupancy of constructed improvements on the Property until accurate "as-builts" are provided and until planned improvements have complied with the inspection requirements contained in Section 2.3 and have been accepted for public maintenance or approved for private use.
- 2.5. Compliance with Conditions of Approval: The conditions of approval for the subdivision of the Property attached as Exhibit "B" are expressly incorporated into this Agreement as

binding provisions. As such, Owner specifically agrees to fulfill each condition of approval as if each condition were specifically enumerated in this Agreement.

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property. Upon public water service becoming available to the Property, Owner will disconnect from the temporary service and connect to the public water service.
- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 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 impair the progression and continuity of the City's wastewater collection system.
- 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity

providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.

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

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
- 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 10-foot wide easement along Bogie Drive for utilities, sidewalks, and storm drainage.
- 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Bogie Drive for a half width right of way width of 40 feet measured from the existing right-of-way centerline of Bogie Drive.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City's then currently adopted Impact Fees as a result of its dedication of street right way and easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. CONSIDERATION/FEEES

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

burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Agreement anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.

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

ARTICLE VI. MISCELLANEOUS

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

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

- 6.16. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

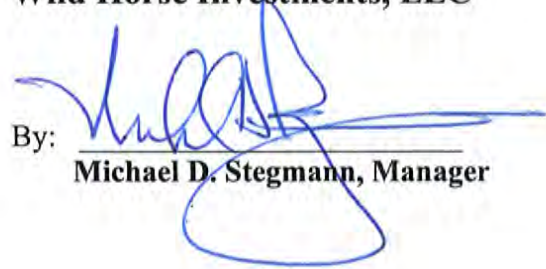
IN WITNESS WHEREOF, the City of Post Falls has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

[Signature Page Follows]

City Of Post Falls

Wild Horse Investments, LLC

By: _____
Ronald G. Jacobson, Mayor

By: 
Michael D. Stegmann, Manager

Attest: _____
Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

Signature of notary public

(Stamp above)

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on 04/24/2023 by **Michael D. Stegman** as the **Manager of Wild Horse Investments, LLC**, on behalf of whom the instrument was executed.




Signature of notary public

(Stamp above)

MILLSAP LANDING ANNEXATION LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the South Quarter Corner of said Section 25 from which the Center Quarter Corner of said Section 25 bears North 00°41'24" East a distance of 2645.58 feet;

Thence along the East line of the Southwest 1/4 of said Section 25, North 00°41'24" East a distance of 661.36 feet;

Thence leaving said East line, North 88°35'14" West a distance of 993.22 feet to the Southeast corner of the west half of Tract 54, Block 25 of the plat of Post Falls Irrigated Tracts as recorded in Book C, Pages 78-80, Records of Kootenai County, Idaho, and the point of beginning of this description;

Thence along said South line of the west half of said Tract 54 North 88°35'14" West a distance of 331.17 feet to the Southwest corner of said Tract 54;

Thence along said West line of the west half of said Tract 54 and the extension thereof North 00°42'38" East a distance of 681.87 feet to a point on the north line of the Right of Way of Bogie Drive;

Thence along said North Right of Way line of Bogie Drive South 88°34'01" East a distance of 331.05 feet;

Thence along said East line of the West half of said Tract 54 and the Northerly extension thereof South 00°42'02" West a distance of 681.75 feet to the Southeast corner of the West half of said Tract 54 and the point of beginning of this description.

ANNEXATION EXHIBIT






LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

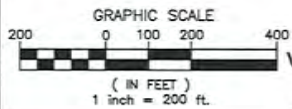
LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS.

THE WEST HALF OF TRACT 54, BLOCK 25, OF THE PLAT OF POST FALLS IRRIGATED TRACTS AS RECORDED IN BOOK C, PAGES 78-80, RECORDS OF KOOTENAI COUNTY, IDAHO.

LEGEND

-  AREA TO BE ANNEXED
-  EXISTING CITY LIMITS
-  PROPERTY LINE
-  EASEMENT LINE
-  CENTERLINE



WCE
 WHIPPLE CONSULTING ENGINEERS
 21 S. PINES ROAD
 SPOKANE VALLEY, WA 99206
 PH: 509-893-2517 FAX: 509-925-0227

PROJ #: 22-3384
 DATE: 12/19/2022
 DRAFTED BY: RK/WAL
 REVIEWED BY: RK

- CIVIL
- STRUCTURAL
- SURVEYING
- TRAFFIC
- PLANNING
- LANDSCAPE
- OTHER

**MILLSAP LANDING
 SUBDIVISION**
 ANNEXATION EXHIBIT

SHEET
 1 OF 1
 JOB NUMBER
 22-3384

Steffensen – Further north, there is going to be twin homes and apartments, correct?
Terzulli – We brought that one to you about 2-3 years ago, it was these odd shapes that were left over after Woodbridge Subdivision was built. They just sat there with no commercial users and a couple of local developers thought it would be a good opportunity to get a different product onto the market.

Testimony

In Favor: None

Neutral: None

In Opposition: None

Comments:

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

Hampe – The city said they did correct.

Steffensen – With Woodbridge right there, it would be fairly easy to connect to and the sewer as well.

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

Commission agrees

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

Commission agrees

Steffensen – their proposal should help with the parking, with 2 car garages, widening the road shouldn't be an issue.

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

Commission agrees

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

Hampe – Meets the twin home standards.

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

Hampe – Impact fees will be assessed and added at time of the building permits.

Motion to approve finding meets approval criteria found in the PFMC as outlined in our deliberations and subject to conditions 1-10 as contained in the staff report. Direct staff to prepare a written Reasoned Decision.

2nd by: Ward

Vote: Walton – Yes; Steffensen – Yes; Ward – Yes; Hampe - Yes

Moved

- C. **Zoning Recommendation & Approve/Deny Millsap Landing Annexation & Subdivision**
File No(s). ANNX-22-16/SUBD-22-16 – Laura Jones, Associate Planner, to present a

request for recommendation to City Council for a zoning designation of Single-Family Residential (R1) and to either approve or deny subdividing the approximate 4.88-acres into 18 Single Family (R1) lots. There is a condition in the staff report that needs revised, condition 9, all new subdivision roads would need to be maintained by the HOA and that should be stricken, and it should just be Bogie Drive to be maintained by the HOA. The requested actions are to provide a recommendation to City Council for the zoning designation of Single-Family Residential (R1) on approximately five (5) acres as part of an annexation request into the City of Post Falls. Also, an approval to subdivide approximately five (5) acres into 18 lots contingent on the Planning and Zoning Commissions recommendation of this zoning designation and annexation approval from City Council. It is located south of E. Bogie Drive and between N. Greensferry and N. Cecil Road. The current land use is a large lot single-family residence and is over the Rathdrum Prairie Aquifer. The water will be provided by Ross Point Water District and the wastewater provider is the City of Post Falls. Kootenai County property is to the north and east with R1 to the south and west (Knapp Addition and Wrenley Estates).

Zone Change Review Criteria:

- This area is shown as Low Density Residential on the Future Land Use Map. This category encompasses all types of single-family uses up to eight dwelling units per acre. This area is the 41 North Focus Area, residential development has been predominant in recent years, and with some forecasts estimating as many as 30,000 new residents in this area by 2040, it's a trend that's likely to continue.
- Goals and Policies are to keep Post Falls neighborhoods safe, vital, and attractive; maintain and improve Post Falls transportation network on pace and in concert with need and plan objectives. Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability. To protect and maintain Post Falls' natural resources including clean air, soil, rivers, aquifer, and minimizing light and noise pollution citywide. Also, to involve the community of Post Falls in all local government planning and decision-making. Supporting the land use patterns; apply or revise zoning designations with careful consideration of factors including Future Land use mapping; compatibility with surrounding land uses, infrastructure and service plans and existing and future traffic patterns. The infrastructure and service plans; City of Post Falls will provide water reclamation services and has the capacity and willingness to serve the site and water will be provided by Ross Point Water District – will serve letter has been provided. The property is adjacent to Bogie Drive, classified as a Minor Collector; dedications of rights-of-way and easement will be required to obtain an 80-foot total right-of-way width, along with a 10-foot sidewalk, drainage, and utility easement. A local roadway connection will allow local circulation thru the Knapp Subdivision (south) to Poleline Ave. To encourage compatible infill development and redevelopment of vacant and under-utilized properties within city limits. Encourage annexation of county "islands" within the city, with priority given to areas: surrounded by incorporated areas have readily available service infrastructure and capacity and that support increased development intensity near the urban core. Also includes policies 15, 24, 27,33, and 45.
- It is over the Rathdrum Prairie Aquifer.
- Not applicable
- This request is outside the high intensity urban activity areas.
- Not applicable.

They are proposing 18 single-family residential lots there's a north-south connection of Neptune Dr. king of going down the center with an extension of Han St. to the south through the Knapp Subdivision. E. Bogie Dr. will have the frontage improvements constructed with this project.

Subdivision Review Criteria:

- Water will be provided by Ross Point Water District and a will serve letter has been provided.
- The City of Post Falls has adequate capacity to provide service to the subdivision as proposed and it is in conformance with the City's Water Reclamation Master Plan.
- The subdivision should not have a negative impact on the local transportation system. The roadways shall dedicate rights of way and easements and be constructed to the roadway standards as outlined within the City Transportation Master Plan.
- The site is located over the Rathdrum Prairie Aquifer and there are no known soil or topographical conditions which have been identified as presenting hazards.
- Subdivision approval is contingent on annexation approval from City Council. The subdivision and proposed lots conform to the requirements of Title 17 and Title 18.
- Impact fees and cap fees will be assessed and collected on individual building permits to assist in mitigating the off-site impacts to parks, public safety, streets, and water reclamations facilities.

All other agencies have been notified with the Post Falls Highway District requesting that the city annex across Bogie Dr. to the northern right-of-way line. Yellowstone Pipeline stating there is no impact the YPL ROW. Kootenai County Fire and Rescue reserve the comments for the permitting process and Post Falls School District is neutral.

Hampe – You mention Condition 9, so it should now read – The homeowners association HOA shall be formed to maintain the common right of way frontage along Bogie Dr. and all new subdivision roads including on landscaping irrigation and removal of snow from sidewalks and trails. Are we just taking out "all new subdivision roads."

Jones – I believe it is and all new subdivision roads, that we would strike.

Steffensen – Bogie Dr., which isn't finished right.

Jones – The improvements stop at Wrenley Estates, and unimproved moving east from there.

Steffensen – So, they would be required to do that part.

Jones – The recommendation from the Highway District is to go from the north right of way line, for frontage improvements, it is half right of way plus 10', correct Palus?

Palus – Yes.

Applicant, Ryan Andrade, Civil Engineer, Whipple Consulting Engineers – We have no objection the approval requirements even to condition 9. Future land use shows low-density residential, which is what we are going for. Surrounding zoning is the R1 beside the CCS and LC directly to the east. This request complies with the City's transportation and sewer master plans and the R1 is supported by the Comprehensive Plan as described in the narrative. This property is approximately 1.2 mile from the higher intensity Highway 41 corridor. Neptune Dr. is a north/south roadway that connects to Hahn St to the south and Bogie Dr. is north of the property. The proposed subdivision is within the boundaries of the Ross Point Water District and the will serve letter indicates they have the ability and capacity to serve this site. City of Post Falls can support the sewer service to this project. Right of way will be dedicated for Bogie Dr. to City standards and provisions have been

made to adequately provide connectivity to adjacent properties. There are no known hazards or topographical conditions that are incompatible with the proposed use and the proposed subdivision meets all of the requirements of the R1 zoning.

Testimony

In Favor: None

Neutral: None

In Opposition: None

Comments

Zone Change Review Criteria:

1. Consistent with Future Land Use Map.
Commission agrees
2. Consistent with the Goals and Policies Found in the Comprehensive Plan.
Hampe – I think it is, there are no issues with this.
Ward – Agreed.
Steffensen – There is going to be another north south road, so transportation will improve.
3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.
Hampe – Bogie is a minor collector, which works.
Steffensen – Future Land Use is low-density.
Ward – It is all low-density out there.
4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.
Not applicable
5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.
Hampe – It's away from Highway 41.
6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.
Not applicable

Hampe – This request makes sense, it is infill and surrounded by R1, I don't see how we could get a better fit than this.

Steffensen – It's infill.

Ward – There is only 3 lots left out there.

Motion to recommend approval to City Council finding the requested zoning meets the approval criteria found in the PFMC as outlined in our deliberations. Direct staff to prepare a zoning recommendation of R1. Hampe

2nd by: Walton

Vote: Ward – Yes; Hampe – Yes; Steffensen – Yes; Walton - Yes

Moved

Subdivision Review Criteria:

1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.
Ward – That is clear.
Steffensen – There is a will serve letter.
2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.
Commission agrees
3. Proposed streets are consistent with the transportation element of the comprehensive plan.
Commission agrees
4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.
Commission- no known conditions
5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.
Commission agrees – it is R1
6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.
***Commission – was outlined in the staff report for the developer to pay at building permit*.**

Motion to approve finding it meets the approval criteria found in the PFMC as outlined in our deliberations. Subject to conditions 1-10 with a change to condition #9 to read, A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along Bogie Dr., including all landscaping, irrigation, and removal of snow from sidewalks and trails. Directing staff to prepare a reasoned decision. Hampe

2nd by: Ward

Vote: Steffensen – Yes; Walton – Yes; Ward – Yes; Hampe - Yes

Moved

- ~~D. **Recommendation** Comprehensive Plan Amendment File No. CPA-23-1 – Jon Manley, Planning Manager, to present a recommendation to City Council in adding additional clarifying language relating to the Focus Area description within the Comprehensive Plan. Requested action is to review and recommend approval of the requested amendments to the Comprehensive Plan. The Planning Division is seeking to add additional clarifying language relating to the Focus Area description within the Comprehensive Plan. Adding clarity to the Transitional areas, the purpose is - guidance can be located within the associated Focused Area. The additional language is – The outer boundaries on Figure 1.04 are representative of the Focus Areas and are not intended to be definitive. Focus Area boundaries on the periphery of the map extend to the City's Area of City Impact boundary, including those areas contained within the Shared Tier Area of City Impact. These areas include the West Prairie, Central Prairie, 41 North, and East Prairie Focus Areas. The ACI references a portion that's dedicated out on the Prairie and is to be served by the City of Post Falls. There is a part within that tier that is unknown jurisdictionally to the north, somewhere between Hayden and Wyoming there~~

**Millsap Landing Annexation
File No. ANN-22-16**

**Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: Whipple Engineering

LOCATION: Generally located south of E. Bogie Drive, between N. Greensferry Rd and N. Cecil Rd.

REQUEST: Zoning recommendation of Single-Family Residential (R1) on approximately 4.88 acres, As depicted in A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-6 Auth Letter
5. A-7 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 PFHD Comments
10. PA-2 YPL Comments
11. PA-3 KCFR Comments
12. PA-4 DEQ Comments
13. PZ Staff Report
14. Testimony at the April 11, 2023, Planning and Zoning Commission ("Commission") public hearing including:

The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the Commission in their application of City Code section 18.16.010 and 18.20.100 when making the Commission's recommendation on zoning to the City Council.

Laura Jones, Associate Planner

Ms. Jones presented the staff report. She testified that the applicant was seeking a recommendation for an initial zoning designation of Single-Family Residential (R1) on approximately 4.88-acres upon the annexation into the city of Post Falls. She illustrated that subject property is located south of E. Bogie Dr., between N. Greensferry Rd. and N. Cecil Rd.

Ms. Jones testified that the current land use is developed with a large lot residential use, and the only natural characteristics or features is that it is on the Rathdrum Prairie Aquifer. She testified that water will be provided by Ross Point Water District and the city of Post Falls will supply the wastewater service.

Ms. Jones testified about the surrounding uses, explaining that to the north and east of the property is large lot residential in Kootenai County and to the south and west and there are other R1 Subdivisions in the city.

Ms. Jones said that the Future Land Use Map designates the area as Low-density residential. She submitted that the designation encompasses all types of single-family residential uses up to eight dwelling units per acre. Implementing zoning districts are R-1-S, R1, R2, RM, SC3, and Per Focus Area. She expounded that the Focus Area is the 41 North Focus Area – which promotes residential development in this area.

Ms. Jones testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goals five, six, seven, eight, and fourteen to possibly be relevant and applicable goals. She testified that policies one, two, eight, nine, fifteen, twenty-four, twenty-seven, thirty-three, and forty-five, as well as any others listed in the staff report, may appropriate for consideration by the Commission.

Ms. Jones testified that zoning should be assigned following consideration of such items such as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. She explained that the property is next to Bogie Drive which is classified as a minor collector roadway; rights-of-way and easements conforming to the City's standards will be required along with a 10-foot sidewalk, drainage and utility easement. She noted that the local roadway connection will allow local circulation thru the Knapp Subdivision to the south to Poleline Ave.

Ms. Jones testified that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. She explained that this is not applicable as the proposal does not deal with commercial or high-density residential.

Ms. Jones testified that limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity. She stated that this is lower density residential and is set further away from the higher intensity urban activities that are located along Seltice, Mullan and Highway 41.

Ms. Jones testified that the last criteria is Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning. She testified that this is not an applicable criterion as the request is not for industrial zoning, nor is any industrial zoning in the area.

Ryan Andrade, Whipple Consulting Engineers Applicant

Mr. Andrade testified that future land use shows low-density residential, which is what we are going for. He explained that the surrounding zoning is the R1 beside the CCS and LC directly to the east. He stated that this request complies with the City's transportation and sewer master plans and the R1 is supported by the Comprehensive Plan as described in the narrative. He illustrated that this property is approximately 1.2 mile from the higher intensity Highway 41 corridor and Neptune Dr. is a north/south roadway that connects to Hahn St to the south and Bogie Dr. is north of the property.

Public Testimony:

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

Deliberations: After the public hearing was complete the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the criteria in City Code sections 18.16.010 and 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

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

The applicant has requested initial zoning of Single-family Residential (R1) on approximately 4.88 acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as Low Density Residential within the 41 North focus area.

The Commission finds that evidence and testimony demonstrate that the R1 zoning is an implementing zone for the Low-Density Residential designation therefore the request is consistent with the Future Land Use Map.

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

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

Goals:

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

This proposal keeps with the character and unhurried pace of Post Falls neighborhoods and helps ensure those neighborhoods are kept safe, active, and aesthetically pleasing. This proposal will provide an attractive, pedestrian-friendly development with diverse housing types.

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

All cities require functional, resilient transportation networks supporting the flow of people and materials. This proposal will supply improvements to the existing street network for Post Falls, improving the efficiency, function, and value of the city.

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

This proposal supports an allocation of land use types to support the community needs and foster the City's long-term sustainability by growing the local economy.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

This proposal, through the assessment of impact fees and improvements, will assist in maintaining, enhancing, or mitigating the impact to community levels of service.

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

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

- Maintain and enhance resident quality of life;

This proposal assists in maintaining and enhancing opportunities for a work, live, play environment, promoting neighborhoods with nearby amenities and therefore increases

the quality of life for the residents of Post Falls.

- Promote compatible, well-designed development;

This proposal promotes a well-designed development pattern that is compatible with surrounding uses.

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

This proposal advances and promotes development and improvements consistent with the comprehensive plan as well as the transportation, sewer, and water master plans. Transportation impacts, Sewer capacity and water capacity are reviewed within pre-application meetings with City staff. Any anticipated inadequacies would be identified and addressed or have a plan on how to be addressed to follow the relevant master planning at the time of public hearing.

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

- Future land use mapping;

This is addressed by the first review criteria of this recommendation.

- Compatibility with surrounding land uses;

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

- Infrastructure and service plans;

Sanitary Sewer for the location would need to be extended from the property's western boundary, in Bogie Drive, to the property's eastern boundary. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

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

Water is serviced by the Ross Point Water District.

- Existing and future traffic patterns;

The property is adjacent to Bogie Drive, a classified Minor Collector roadway. Dedications of rights-of-way and easement would be required, at the time of annexation and complying with adopted City Design Standards:

Bogie Drive – Minor Collector Arterial: 80-foot total right-of-way width, along with a 10-foot sidewalk, drainage, and utility easement. The ½ right-of-way width will be measured from the existing center of rights-of-way for Bogie Drive.

Future traffic patterns to/from this site are benefitted from the connectivity of Bogie Drive to Greensferry Road and Cecil Road. A local roadway connection will also be completed in conjunction with development of the adjoining property (to the east) that will allow local circulation thru the Knapp Subdivision (south) to Poleline Avenue.

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

The Commission finds that this site is currently undeveloped and under-utilized.

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 south sides.

- That have readily available service infrastructure and capacity;

Ross Point Water is currently located along the property's frontage of Bogie Drive. Sanitary sewer is stubbed to the property's western boundary. Bogie Drive is paved west of the site and a short section (330') of unmaintained gravel roadway remains in the last section of county jurisdiction, east of the site.

- That support increased development intensity near the urban core.

The site is located near the urban core and is approximately $\frac{3}{4}$ of a mile from Highway 41 and $1\frac{1}{4}$ mile from Mullan Ave.

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

The proposed single-family residential (R-1) zoning designation would allow for future subdivision and additional single-family homes within the urban core thereby providing for future housing needs of the area.

Policy 24: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

Additional rights-of-way along E. Bogie Drive will be dedicated as part of the annexation agreement.

Policy 27: Work to improve street connectivity in all areas of Post Falls, improving walkability, public health and safety, and transportation efficiency.

Existing multi-use paths and sidewalks will be extended along E. Bogie Drive and Hahn Street as part of the development of this site.

Policy 45: Guide annexation decisions guided by and considering:

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

The master water, sewer, and transportation plans have been reviewed in the annexation staff report. Schools and emergency services were on notice of this annexation and are given a chance to comment.

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

Dedication of additional rights-of-way and associated easements have been described as part of the annexation agreement.

- Studies that evaluate environmental and public service factors;

No know environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request.

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

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

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

Streets/Traffic:

The Commission finds that Minor Collectors (Bogie Drive) are designed to accommodate traffic volumes of 1,500 - 5,000 vehicles per day.

Future traffic patterns to/from this site are benefitted from the proximity to numerous Collector and Arterial Roadways that would distribute traffic from the subject site to SH41, Greensferry Road, and Cecil Road.

Water and Sanitary Sewer:

The Commission finds:

Water: Water service is provided by the Ross Point Water District.

Sanitary Sewer: Sanitary Sewer currently exists at the property's western boundary line in Bogie Drive. The property requesting annexation and zoning is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

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

Compatibility with Existing Development and Future Uses:

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

Future Land Use Designation:

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

Geographic/Natural Features:

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

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

The Commission finds this criterion inapplicable to the request.

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

The Commission finds the request is located outside an intense urban activity area. The site is located near the urban core and is approximately ¾ of a mile from Highway 41 and 1¼ mile from Mullan Ave.

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

The Commission finds this criterion inapplicable to the request.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

ANNX-22-16, INITIAL ZONING: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence and comments and a motion to recommend approval of the recommended zoning upon annexation was made, the motion passed unanimously. The Planning and Zoning Commission hereby recommends that City Council approve the proposal finding that it conforms to the general purpose of the comprehensive plan and meets the applicable approval criteria for applicant's request for Single Family Residential (R1) zoning on approximately 4.88 acres upon successful annexation of the property.

5/17/23

Date

Amber Blumelotte

Attest

James [Signature]

Chairman

NOTICE OF RIGHTS:

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

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

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

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

Amber Blanchette

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Tuesday, May 16, 2023 7:15 AM
To: Amber Blanchette
Subject: RE: Millsap Annexation File No. ANNX-22-16

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PFHD's would request that the annexation goes across Bogie Dr to the Northern Right-of-Way line

Regards,
Jonie

From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Amber Blanchette

Sent: Friday, May 12, 2023 11:48 AM

To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>;
audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemyre <brittany.stottlemyre@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziply.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman

<speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>;
Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop
<tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M
<warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>;
James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com)
<gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe
<nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer
<ross@burlyproducts.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: Millsap Annexation File No. ANNX-22-16

Good morning,

Attached is the notice to jurisdiction for the named annexation; for the Council Meeting on June 6th. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



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Amber Blanchette

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Tuesday, May 30, 2023 11:13 AM
To: Amber Blanchette
Subject: RE: Millsap Annexation File No. ANNX-22-16

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Good Morning,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,
Kristie

Kristie May | Admin Assistant II

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Direct: 208.666.4608
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Amber Blanchette <amberb@postfalls.gov>
Sent: Friday, May 12, 2023 11:48 AM
To: Ali Marienau <AMarienau@kmpo.net>; aobermueller@cdapress.com; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; eketner@phd1.idaho.gov; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>;

Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: Millsap Annexation File No. ANNX-22-16

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Good morning,

Attached is the notice to jurisdiction for the named annexation; for the Council Meeting on June 6th. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



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The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

Amber Blanchette

From: Sarah Orme <sarah_orme@yahoo.com>
Sent: Thursday, May 25, 2023 1:08 PM
To: Public Hearing Notice
Subject: Millsap Landing Annexation

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City of Post Falls Planning Division
408 Spokane St
Post Falls, ID 83854

Dear Director and members of Community Development as well as City Council Members,

Thank you for looking into this annexation of Millsap Landing, ANNX-22-16. I live with my husband and 3 children just down the street from the parcel under consideration, and have found that it is hard to find an adequate space for the neighborhood kids to play in this general area. Sports like baseball and soccer are being played in the street, because there aren't any spaces large enough to accommodate such activities in or around our subdivision. (I am aware we have 2 parks fairly close by, however both Tullamore and Syringa parks require children to cross busy streets with heavy traffic.) With the addition of more housing currently underway in our backyard, I can only presume that the problem will get exponentially worse in coming months. For this reason I am writing to ask that the piece of property being considered by the city, or as it stands the county, be used for the betterment of this Post Falls community and more especially for our children. Any sort of park, or simply open field area for them to play in would be life changing. Please consider granting our children a safe place to play close to home.

Thank you for your time and consideration.

Sarah Ellsworth
2830 N Arlis Ln
Post Falls, ID 83854

Dear City of Post Falls Planning Division

408 Spokane ST

Post Falls, Idaho 83854

Dear Director and members of Community Development as well as City Council Members.

Thank you for reading considering this neighborhood comment and perceived need pertaining to the annexation of the Millsap Landing, ANNX-22-16.

Those of us who live in homes in the surrounding neighborhoods between Poleline AVE and Boggie DR and North of Boogie DR, and from Greens Ferry RD to N Cecil RD, realize that there is not a good place to serve as an adequate playground for children nor for a community recreation area. As fast paced building developments proceed, traffic is increasing, yet safe places to ride bikes, play games, skate board, roller blade, take walks, throw a Frisbee, play softball, or volleyball have decreased. As more families move in, the need only grows. The lots of the homes are too small for most of these activities forcing children out in to the street or even into a neighbors' property.

We would like to suggest that this piece of property be considered by the city, or as it stands the county, as a perfect centrally located space to use for the betterment of this Post Falls community.

We sincerely thank Amber Blanchette, and all persons involved in City Planning.

Frances Parker
name

2581 Knapp Dr
address

Post Falls, Id 83854

I would like to include an additional this comment to the initial letter.

It is apparent the fast paced building is not allowing for great neighborhood planning. Most cities realize the value of good places, parks and playgrounds, and incorporate them into developing communities. Neighborhoods with these spaces are stronger when children and families are connecting in activities. Children with nothing to do, no place to go, and time on their hands is bound to lead to mischief and trouble. Then the neighborhood runs down, and people move out if they can.

I agree that using the lot mentioned for a park/play ground here would be a great asset and a great expenditure of taxpayers money. I agree that now is when to consider and act accordingly before any structures are built. When all the land is built and that seems soon, then there will be no parks or opportunity to reconsider the need.

The builders are seemingly finding ways to avoid responsibility as we see one house after another, in segment after another built with out such spaces. Therefore, we would like to see the council and the city developers who are our officials and are are in positions to control the overall growth, be encouraged to take necessary steps to insure the best for the taxpayers and the citizens.

We are grateful that you representing us in this matter.

Respectfully,
F. Parker
5/24/23

City of Post Falls
408 Spokane St.
Post Falls ID. 83854

5/24/2023

Dear Director and members of Community Development as well as City Council Members

Thank you for reading and considering this neighborhood comment and perceived need pertaining to the annexation for the Millsap Landing, ANN-22-16.

Those of us who live in homes in the surrounding neighborhoods between Poleline Ave., Bogie Dr., Greensferry Rd. and Cecil Rd. do not have access to a park for our children. We currently have 25 to 30 children and the closest park in Tullamore Park (.6 mile) and Syringa Park (1.3 mile), and to get to these parks our young children would have to cross Cecil Rd. or Greensferry (both busy roads). This is just considering Wrenley estates, there are many others that would benefit from this Millsap Landing project to instead become a park and common area for us to enjoy. As building developments proceed, traffic is increasing, yet safe places to ride bikes, play games, skateboard, roller blade, take walks, throw frisbee, play softball, or volleyball have decreased. As more families move in, the need only grows. The lots of the homes are too small for most of these activities forcing children out into the street or even into a neighbor's property.

We would like to suggest that this piece of property be considered by the city, or as it stands the county, as a perfect centrally located space to use for the betterment of the Post Falls Community.

We sincerely thank Amber Blanchette, and all persons involved in City Planning



Mike & Kathy Mills
2884 N. Madeira Street
Post Falls, ID. 83854

CITY OF POST FALLS
AGENDA REPORT
Public Hearings
MEETING DATE: 06/06/2023

DATE: 05/31/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: The Housing Company Zone Change File No. ZC-23-1

ITEM AND RECOMMENDED ACTION:

Nate Wheeler representing The Housing Company, has requested on the property owner's behalf, THE SOCIETY OF ST. VINCENT DEPAUL IN THE CITY OF CDA, INC, approval to rezone approximately 1.16-acres from a mix of Medium Density Residential (R-2) and Community Commercial Service (CCS) zoning to the SmartCode 5 (SC5) zoning district to construct a mixed-use multifamily community.

DISCUSSION:

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

Amendments to the zoning map should be in accordance with the zoning map.

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

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.

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.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

No

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission at their April 11, 2023 commission meeting made a recommendation of approval for the requested rezone of approximately 1.16-acres from a mix of Medium Density Residential (R-2) and Community Commercial Service (CCS) zoning to the SmartCode 5 (SC5) zoning district to construct a mixed-use multi-family community.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARING
MEETING DATE: 6-6-23**

DATE: May 31, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JON MANLEY, PLANNING MANAGER
jmanley@postfalls.gov / 208-457-3344
SUBJECT: Housing Company Zone Change – ZC-23-1

ITEM AND RECOMMENDED ACTION:

Nate Wheeler representing The Housing Company, has requested on the property owner's behalf, THE SOCIETY OF ST. VINCENT DEPAUL IN THE CITY OF CDA, INC, approval to rezone approximately 1.16-acres from a mix of Medium Density Residential (R-2) and Community Commercial Service (CCS) zoning to the SmartCode 5 (SC5) zoning district to construct a mixed-use multifamily community.

DISCUSSION:

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

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

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

APPROVED OR DIRECTION GIVEN: The Planning and Zoning Commission at their April 11, 2023 commission meeting made a recommendation of approval for the requested rezone of approximately

1.16-acres from a mix of Medium Density Residential (R-2) and Community Commercial Service (CCS) zoning to the SmartCode 5 (SC5) zoning district to construct a mixed-use multi-family community.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-4 P&Z Staff Report
Exhibit A-1 Application
Exhibit A-2 Narrative
Exhibit A-3 Legal
Exhibit A-4 Vicinity Map
Exhibit A-5 Auth Letter
Exhibit A-6 Title Report
Exhibit S-1 Vicinity Map
Exhibit S-2 Zoning Map
Exhibit S-3 Future Land Use Map
Exhibit PA-1 PFHD Comments
Exhibit PA-2 YPL Comments
Exhibit PA-3 KCFR Comments
Exhibit PA-4 PFSD Comments
Exhibit PA-5 DEQ Comments
Exhibit S-5 Minutes 4-11-2023
Exhibit S-6 Zoning Recommendation
Exhibit PA-6 YPL Comments
Exhibit PA-7 PFHD Comments
Exhibit PC-1 Avista Letter
Exhibit PC-2 Boys N Girls Club Letter
Exhibit PC-3 Cdaide Letter
Exhibit PC-4 Children's Village Letter
Exhibit PC-5 Connect Kootenai Letter
Exhibit PC-6 Disability Action Center Letter
Exhibit PC-7 Family Promise Letter
Exhibit PC-8 Homeshare KC Letter
Exhibit PC-9 Kootenai Health Letter
Exhibit PC-10 Mountain West Letter
Exhibit PC-11 Murray Group Letter
Exhibit PC-12 Newby-Ginnings Letter
Exhibit PC-13 Northwest Specialty Letter
Exhibit PC-14 Panhandle Health Letter
Exhibit PC-15 Post Falls Food Bank Letter
Exhibit PC-16 Safe Passages Letter
Exhibit PC-17 Safety Net Letter
Exhibit PC-18 Salvation Army Letter
Exhibit PC-19 United Way Letter
Exhibit PC-20 Windermere Realty Smock Letter
Exhibit PC-21 Windermere Realty Krug Letter
Exhibit PC-22 Innovia Letter

**CITY OF POST FALLS
STAFF REPORT**

DATE: April 7, 2023

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: JON MANLEY, PLANNING MANAGER • jmanley@postfalls.gov • 208-457-3344

SUBJECT: STAFF REPORT FOR THE APRIL 11, 2023, P&Z COMMISSION MEETING
HOUSING COMPANY ZONE CHANGE: File No - ZC-23-1

INTRODUCTION:

Nate Wheeler, The Housing Company, has requested on the property owner's behalf, THE SOCIETY OF ST. VINCENT DEPAUL IN THE CITY OF CDA, INC, approval to rezone approximately 1.16-acres from a mix of Medium Density Residential (R-2) and Community Commercial Service (CCS) to the SmartCode 5 (SC5) zoning district to construct mixed-use multifamily community. The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning change request per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action. The approval criteria for establishing zoning are:

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

PROJECT INFORMATION:

Project Name / File Number: Housing Company Zone Change File No. ZC-23-1

Applicant: Nate Wheeler, The Housing Company, 565 Myrtle St., Boise ID 83702

Owner(s): The Society of St. Vincent De Paul In The City of Coeur d'Alene, Inc., 201 E. Harrison Ave, Coeur d' Alene, ID 83814

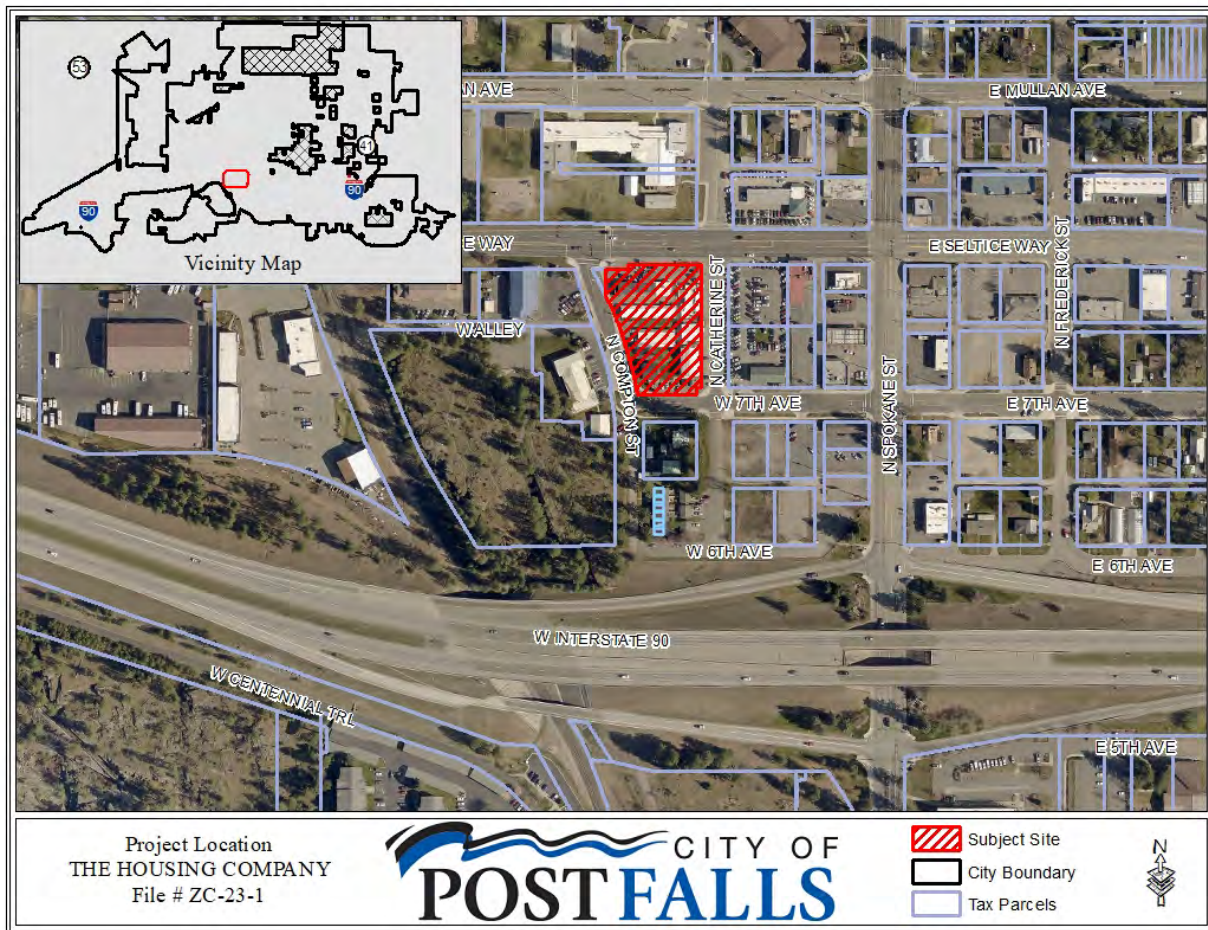
Project Description: Rezone approximately 1.16-acres from a mix of Medium Density Residential (R-2) and Community Commercial Service (CCS) to the SmartCode 5 (SC5) zoning district to construct mixed-use multifamily community.

Project Location: The property is generally located at the SW corner of Catherine St. and Seltice Way.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located to the north of the Seltice Way and west of Catherine St. are Post Falls School District Properties. East of Catherine St. is an automotive sales lot. South of 7th Ave. is a single-family home on a High-Density Multi-family (R-3) zoned property. To the west is a multi-family building and an automotive repair shop.

Area Context Vicinity Map:



EVALUATION OF ZONING APPROVAL CRITERIA:

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

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

The Future Land Use Map classifies this property with the land use designation of Business Commercial. The Business/Commercial category provides for a wide variety of general service, retail, professional office, light industrial, artisan manufacturing and mixed-uses that serve local and regional residents as well as the traveling public. This category promotes a mixture of moderate/high density housing types within walking distance of the city center, neighborhood center and corridor commercial uses, as well as civic uses and other amenities within Post Falls. The implementing zoning district details the breadth and types of uses that would be permitted within the Business/Commercial area.

Implementing Zoning Districts: LC, CCS, CCM, TM, R-2, R-3, SC4, **SC5**, Per Focus Area

The proposed zone change is located within the Seltice Central Focus Area. This Focus Area states the following in the Comprehensive Plan:

The growing transition of East 7th into a pedestrian-friendly area for local restaurants is a notable feature of this district. To help sustain these energies, Seltice Central could benefit from a subarea plan similar to the City Center Plan, identifying means to improve pedestrian connectivity from residential areas; seeking placemaking opportunities; refining land use patterns and scale, and planning for safe, walkable corridors. With a mix of mid-century architecture, a traditional street block structure and numerous viable, small-scale businesses, Seltice Central seems ripe for reinvestment and continued growth.

The following items affirm or guide development of key policies for this area, or suggest future action items for the Seltice Central Focus Area:

- Commercial and multi-family development are compatible uses along Mullan Avenue;
- Encourage the retention and utilization of alleys, preserving functional qualities including service and parking access;
- Encourage higher-density residential uses in the area, boosting support for retail and commercial uses;
- Support development patterns that improve pedestrian connectivity to the commercial core of the Seltice Central context area;
- Seek opportunities to coordinate investment and planning energies between Seltice Central and City Center, improving access to downtown, utilization of on-street parking, and wayfinding;
- Seek opportunities to enhance the commercial core of the Seltice Central planning area, including increased food and beverage options

Staff Comment: Redevelopment of this site will continue and may increase workforce housing opportunities in a district that provides a pedestrian-friendly area for local restaurants and other

businesses where these tenants may be employed. Additionally, a Mixed-use development at this location may assist creating placemaking opportunities enhancing the commercial core for small scale businesses.

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

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

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

Goal 4: Sustain the historic city center as the “heart” of Post Falls, bringing the community together and enhancing its commercial, service, and civic vitality.

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

Staff Comment: Mixed Use development may be beneficial to assist with providing community prosperity and fiscal health as they generally provide the higher valued parcels and investments with diverse land uses.

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

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

Staff Comment: The development of the Comprehensive Plan is community-driven, involving numerous residents including some representing large groups of residents. For plans to succeed, community buy-in and support is critical. Future conditions will certainly require the creation of new objectives and strategies, and this goal supports keeping residents highly involved in such work.

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Staff Comment: Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service.

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

Staff Comment: The rezone may provide the opportunity for additional new business(es) that may help further long-term fiscal health of the community.

- Maintain and enhance resident quality of life;

Staff Comment: The proposed SC5 zone and mixed-use residential project could potentially enhance the resident's quality of life in that area by providing

opportunities for a work/live area.

- Promote compatible, well-designed development;

Staff Comment: Development will be required to meet City design standards through the Site Plan Review process. Both Multi-family and Vertical Mixed-Use sites have design standards in PFMC.

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

Staff Comment: Transportation impacts, and sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be brought into compliance with the relevant master plans. No inadequacies were identified by staff relative to the revised zoning request.

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

- Future land use mapping (FLUM);

Staff Comment: As stated previously in this report this area is designated Business/Commercial within the FLUM and this category provides for a wide variety of general service, retail, professional office, light industrial, artisan manufacturing and mixed-uses opportunities that serve local and regional residents as well as the traveling public. This category promotes a mixture of moderate/high density housing types within walking distance of the city center, neighborhood center and corridor commercial uses, as well as civic uses and other amenities within Post Falls.

- Compatibility with surrounding land uses;

Staff Comment: Currently the surrounding land uses, from the Project Information section of this report, is compatible as the subject site is currently vacant. Surrounding the site is other vacant land or industrial developments.

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer for the location is currently located adjacent to the subject property and existing buildings upon the property are serviced by the City's water reclamation system. The property requesting the zone change is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

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

Water would be serviced by the City of Post Falls. A water main is currently located adjacent to the property and service is provided to the existing buildings upon the subject property. The property requesting the zone change is identified in the City of Post Falls Water Master Plan as being serviced by the referenced water main. The requested zoning is in conformance with the land use assumptions within the City's Water Master Plan.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to 7th Ave., Compton St., Catherine St. And Seltice Way. The Signalized intersection of Seltice Way / Compton St. Is located at the northwest corner of the property. Frontage improvements are in place along Seltice Way, Compton St and 7th Ave. Missing improvements along Catherine St. Along with modifications to existing improvements would need to be completed with any site redevelopment. Future traffic patterns to/from this would be directed to Compton St., 7th Ave. And Catherine St. Access along Seltice Way would be restricted

The site is benefitted from the proximity to Seltice Way, a Principle Arterial Roadway with signalized access from Compton St.

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

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

Policy 6: Encourage residential development patterns typically featuring:

- Housing that faces the street edge;
- An interconnected grid or small-block streets network;
- Street sections designed for safety, traffic calming and aesthetic appeal, including narrower lanes, sidewalks, landscaping and lighting;
- Development and utilization of alleys for parking and service access;
- Vertical or horizontal mixed use where appropriate along the ID-41 corridor and in neighborhood and regional centers.

Staff Comment: The proposed SC5 zone and potential of a mixed-use multi-family residential project is within the City Center Planning Area.

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

Staff Comment: This site would be considered a redevelopment opportunity.

Policy 20: Consider location of multi-family development in areas that:

- Have access to arterial and collector streets;
- Help buffer higher and lower-intensity development patterns;
- Abut compatible existing uses;
- Are part of projects involving mixed use or master planned areas.

Staff Comment: The proposed SC5 zone and potential of a mixed-use multi-family residential project would have direct access to arterial and collector streets, be compatible with adjacent uses and should be within a mixed-use project per the SC5 zone.

Policy 86: With the local business community, work to enhance, sustain and diversify the local economic base by:

- Helping retain, promote and expand existing businesses and industry;

- Supporting innovative, entrepreneurial enterprises;
- Supporting opportunities related to business “campus” and mixed-use models;
- Coordinating provision of workforce housing;
- Attracting new businesses and clean industry.

Staff Comment: Additional housing at this location may provide for additional workforce housing with redeveloping and upgrading this block.

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

Streets/Traffic:

Staff Comment:

Seltice Way is a classified Principal Arterial Roadway. There is sufficient capacity on Seltice Way to meet anticipated growth requirements in the area beyond the year 2035 (City of Post Falls currently Transportation Master Plan Model), with planned improvements. Rezoning of the subject property to SC5 would not materially alter projected traffic patterns, volumes, or levels of service.

Compton St., Catharine St. And 7th Ave. are local roadways and can direct traffic to adjoining and nearby arterial roadways (Seltice Way and Spokane St.)

Future traffic patterns to/from this site are benefitted from the existing traffic signal at the intersection of Seltice Way / Compton St., along with a right turn allowance to Spokane St. From 7th Ave.

Water and Sanitary Sewer:

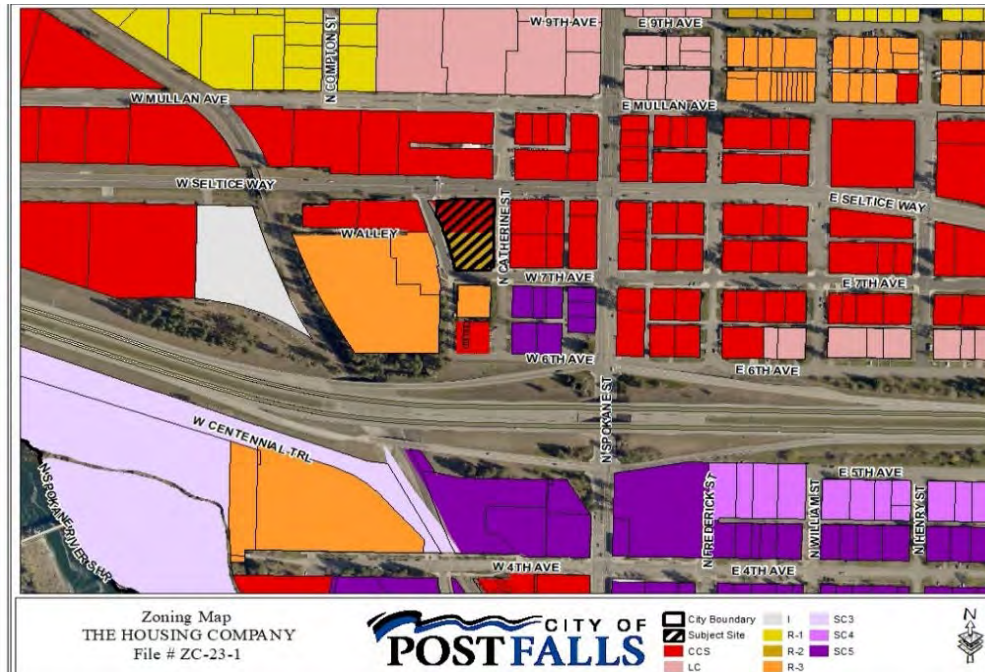
Staff Comment: Water service and sanitary sewer service are currently provided to the site by the City of Post Falls. The requested zoning is in conformance with the land use assumptions within the City’s Water and Water Reclamation Master Plans.

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

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

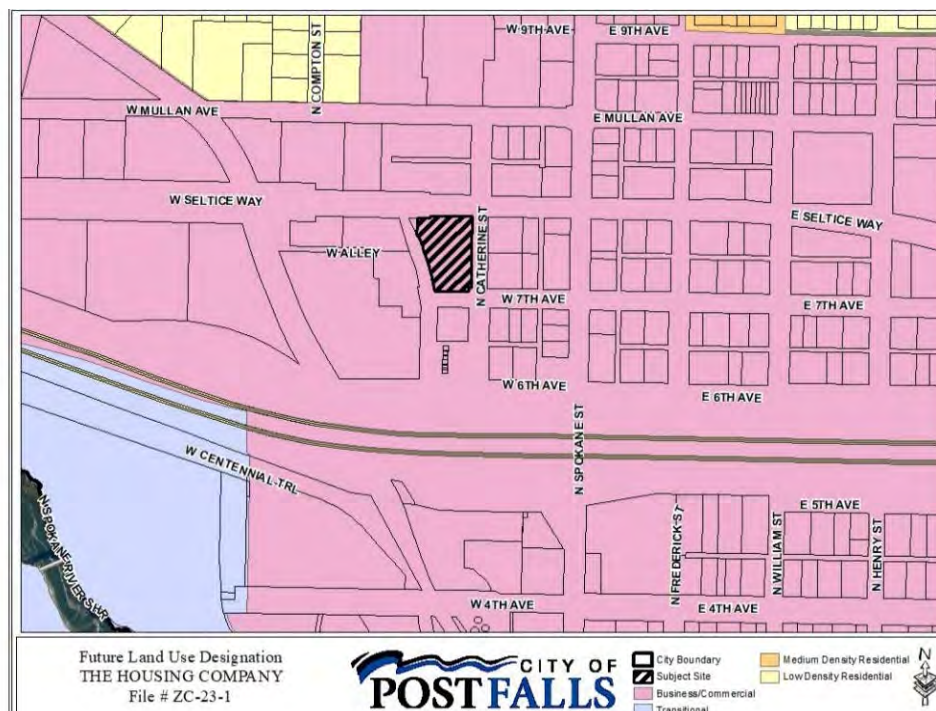
Compatibility with Existing Development and Future Uses:

Staff Comment: The proposed SmartCode SC5 (Exhibit S-2: Zoning Map depicted below) would be considered compatible with the adjacent zoning and uses.



Future Land Use Designation:

Staff Comment: Future Land Use Designation is Business/Commercial and further discussed in Policy 2 (refer to Exhibit S-3 for larger Map).



Community Plans: None

Geographic/Natural Features:

Staff Comment: The site is located of over the Rathdrum Prairie Aquifer. No known geographic or natural features to impede development of the property have been identified. The site has existing development upon it.

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

Staff Comment: The site is located adjacent to Seltice Way (Principal Arterial) and near the I-90 Interchange at Spokane Street (Exit 5).

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

Staff Comment: Not applicable.

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

Staff Comment: Not applicable

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

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

Comments Received:

- **Exhibit PA-1: Post Falls Highway District – No Comment**
- **Exhibit PA-2: Yellowstone Pipeline (YPL) – No Impact to YPL ROW**
- **Exhibit PA-3: Kootenai County Fire and Rescue – Will coordinate at time of development.**
- **Exhibit PA-4: Post Falls School District – Remain Neutral**
- **Exhibit PA-5: DEQ – Has No Environmental Impact Comments**

MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to City Council. Should the Commission need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a date certain. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

ATTACHMENTS:**Applicant Exhibits:**

| | |
|-------------|--------------|
| Exhibit A-1 | Application |
| Exhibit A-2 | Narrative |
| Exhibit A-3 | Legal |
| Exhibit A-4 | Vicinity Map |
| Exhibit A-5 | Auth Letter |
| Exhibit A-6 | Title Report |

Staff Exhibits:

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

Testimony:

| | |
|--------------|---------------|
| Exhibit PA-1 | PFHD Comments |
| Exhibit PA-2 | YPL Comments |
| Exhibit PA-3 | KCFR Comments |
| Exhibit PA-4 | PFSD Comments |
| Exhibit PA-5 | DEQ Comments |

Zone Change (Map/Text Amendment) · 374 – THE HOUSING COMPANY



Expiration Date

Active



ZC-23-1



Details

Submitted on Feb 7, 2023 at 3:18 pm



Attachments

9 files



Activity Feed

Latest activity on Mar 6, 2023



Applicant

Nate Wheeler



Location

Point Location: 47.7149, -116.9502

Timeline

Add New ▾

Application & Mailing/Notice Fees

Paid Feb 13, 2023 at 3:01 pm

GIS Review

Completed Feb 16, 2023 at 2:26 pm

Feb 20

Completeness Review

Completed Mar 2, 2023 at 2:16 pm



Polygon Creation

Completed Mar 6, 2023 at 4:04 pm

Mar 03

Staff Report

In Progress



Maps Created

Review



Engineering Review

Review



Parks Review

Review



Waste Water Review

Review



Legal Review

Review



Schedule Planning and Zoning Hearing

Review



Notice

Review



Site Posting

Review



Zoning Recommendation

Review



Consent Agenda

Review



Council Memo

Review



Planning Review

Review



Schedule Council Hearing

Review



Notice

Review



Site Posting

Review



Reasoned Decision

Review



Ordinance

Review



Engineering Review

Review



Planning Review

Review



Ordinance/Consent Agenda

Review



Route Approved Documents

Review



Mailing Fees

Number of Mailings

25

Applicant Information

Applicant Type *

Other

Applicant Name *

Nate Wheeler

Phone *

2088886283

Email *

natew@ihfa.org

Address *

565 W Myrtle St.

City, State & Zip Code

Boise, ID 83702

Owner Information

Name *

Larry Riley

Company

The Society Of St. Vincent De Paul In The City of Coeur d'Alene, Inc.

Phone *

2084164719

Email *

larry@stvincentdepaulcda.org

Address *

201 E Harrison Ave.

City, State & Zip Code

Coeur d Alene, ID 83814

Amendment Information

New Field

Description of Project/Reason for Request *

Requesting a rezone for multi-family housing

Tax Parcel Number

P9000004001A

Existing Zoning

R-2 & C-C

Adjacent Zoning

SC5 and R-3

Current Land Use

Retail and Housing

Application Certification

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

✔ Nathan Wheeler
Feb 6, 2023

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

✔ Nathan Wheeler
Feb 6, 2023

The Housing Company is proposing a 32 unit apartment complex at 210 W Seltice Way, Post Falls, ID 83854. The current owner and applicant is The Society Of St. Vincent De Paul In The City of Coeur d'Alene, Inc. This property has 2 zones: R-2 and CCC. We are requesting a SC5 zoning.

Current zoning allows for the following uses.

- “The R2 Zone is intended for residential structures containing one or more dwelling units and for accessory uses that are associated and compatible with residential uses. This zone is primarily applied in areas suitable for residential development where such residentially designated areas are readily serviced by collector and arterial streets suitable for higher levels of traffic (18.16.010.A.3).
- “The CCS Zone supports uses that include retail sales or . . . Residential uses may be allowed within this zone at densities permitted by the High Density Multi-Family Residential (R3) Zone by special use permit when they will not compromise present uses.”

Our use would be compliant with both the R-2 and CCS zonings.

The FLUM has this property designated as Business Commercial. This zoning states “The commercial designation is located along the Interstate 90 / Seltice Way corridor, along Highway 41, Pleasant View Road, a portion of 3rd Ave, and a portion of Spokane Street. The designation supports zoning for commercial and office uses, public buildings, mixed uses in Planned Unit Developments, recreation and park uses, and school uses.”

Our hope is to use this property as a mixed-use, multi-family housing community. However, due to easements and setbacks, the parking requirement under this zoning would make this project undoable. That is why we are asking for the SC5 zoning much like the Smock Project cattycorner to southeast from our site. Our project would meet the Future Land Use Goal Statement for this site.

- Residential Policies
 - #4 Multi-family zones should be applied in areas that have access to arterial and collector streets, areas that may serve as buffers between commercial/industrial uses and lower density single-family zones, and as part of projects involving mixed uses or master planned neighborhoods.
 - #7 Encourage compatible infill development in all neighborhoods based on policies found in the Comprehensive Plan and proposed future land uses.
 - #10 Encourage the rehabilitation of older housing throughout the community.
- Commercial Policies
 - #1 Encourage commercial development within existing, under-utilized commercial areas.
 - #2 Encourage off-corridor circulation for commercial development with limited access.
 - #4 Commercial uses should be considered in areas indicated on the future land use map as suitable for residential/commercial or mixed use with a performance based land use review process.
 - #5 Commercial uses may be considered in other areas designated residential on the future land use map that are near the intersections of major collectors and/or principle and minor arterials and where traffic volumes are greater than 4,000 vehicles per day and reviewed.
- Downtown District Policies
 - #1 Encourage mixed residential/commercial development within the district.

Our project complies with the FLUM Goal Statements for the residential, commercial and downtown district polices. The most recent traffic counts in 2021 by ITD show:

- Eastbound traffic at Seltice Way and Compton Street to be 15,500 vehicles per day.
- Eastbound traffic between Chase Rd. and Compton on Seltice is at 22,500 vehicles per day.
- Westbound traffic at Seltice Way and Spokane Ave is at 22,500 vehicles per day.

Our project would eliminate the two curb cuts off Seltice. We would demolish the old buildings, build new one and modernize this parcel. This project would be funded with LIHTC funds. We would have 22-1 bedrooms, 2-2 bedrooms and 8-3 bedrooms.

Please let me know when I can schedule a pre application meet for this project.

Sincerely,

Nate Wheeler | Development Manager

The Housing Company



File No. 628713

Exhibit 'A'

All of Lots 1, 2, 3 11 and 12 in Block 4 and that part of Lots 4, 9 and 10 in Block 4 lying South of the highway right of way conveyed to the State of Idaho by deed recorded in Book 116 at Page 9; and lying East of the tract conveyed to the City of Post Falls, Idaho by deed recorded in Book 76 at page 392. All in West Fairview Addition to Post Falls, Idaho; according to the plat recorded in Book B of Plats at Page 72, records of Kootenai County, State of Idaho. Together with that part of the vacated West 10 feet of Catherine Street which was vacated by Ordinance #745 of the City of Post Falls, Idaho; a copy of which is recorded February 9, 1994 as Instrument #1340909, together with that part of the vacated alley running East and West through Block 4, West Fairview Addition and attaching to those portions of Lots 1, 2, 3, 4, 9, 10, 11 and 12 above described, which alley was vacated by Ordinance No. 293 of the City of Post Falls, Idaho, a copy of which is recorded as Instrument No. 1217867. Together with that part of vacated 7th Street which was vacated by Ordinance #766 recorded July 7, 1994 and Ordinance #771, recorded September 14, 1994 as Instrument No. 1369871 and described as follows:

A strip of land, 15 feet in width, lying parallel with and adjacent to the northerly right-of-way line of Seventh Street fronting Lots 10, 11 and 12 in Block 4 of West Fairview Addition to Post Falls, said strip of land to terminate easterly at the West right-of-way line of Catherine Street, and to terminate westerly at the easterly right-of-way line of Compton Street as shown on the Record of Survey by W. Brant Morris, P.L.S. 6602, filed in Book 12 at Page 41, Kootenai County Records (Old U.S. Highway 10 as shown on the unrecorded survey by Milton I. Booth, L.S. 748, for Don Kamps, dated June 2, 1972).

WAY

ST

SPokane





201 E. Harrison Avenue ▪ Coeur d'Alene, ID 83814
Ph. 208.664.3095 ▪ Fax 208.664.1772
www.stvincentdepaulcda.org

February 7, 2023

Shelly Enderud, City Administrator
The City of Post Falls
408 N Spokane Street
Post Falls, Idaho 83854

RE: 210 W Seltice Way

Dear Ms. Enderud:

St. Vincent de Paul Salvage Bureau (dba St. Vincent de Paul North Idaho) authorizes The Housing Company to apply for an application for rezoning for the following address: 210 W Seltice Way, Post Falls, ID 83854.

Regards,

Lawrence M. Riley
Executive Director

Committed to Helping Others Help Themselves!

St. Vincent de Paul H.E.L.P Center • ICARE • USDA Child & Adult Care Food Programs • Men's and Women & Children's Emergency Shelters • Referrals Counseling
Affordable Housing • Social Services • Coeur d'Alene, Post Falls & Silver Valley Thrift Stores • Veteran Services • Referrals Counseling • Payee Services • Job
Counseling • Parenting Classes • Responsible Renter Program • Housing First • Agency Networking • Emergency Assistance • Case Management
Trinity Group Homes • Home Visits • Warming Shelter • Life Skills Classes • Homeless Prevention • Father Bill's Kitchen



PRELIMINARY TITLE COMMITMENT ATTACHED

Date: January 10, 2023

File No.: 628713

Property: 210 W. Seltice Way, Post Falls, ID 83854

Buyer/Borrower: The Society Of St. Vincent De Paul In The City of Coeur d'Alene, Inc.

Seller:

In connection with the above referenced transaction, we are providing you with the following contact information. Enclosed please find your Title Commitment.

Listing Agent:

Phone:

Attn:

Selling Agent:

Phone:

Attn:

Lender:

Phone:

Attn:

Buyer/Borrower:

The Society Of St. Vincent De Paul In The
City of Coeur d'Alene, Inc.

Seller:

Yes, it matters where you close.



Commitment for Title Insurance

Subject to conditions and stipulations contained therein

Your contacts for this transaction are as follows:

Escrow Officer

Title Officer

Nick Schug
nick.schug@alliancetitle.com
(208) 895-7916
250 S 5th St., Ste. 100
Boise, ID 83702

Email escrow closing documents to:



In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your Escrow Officer or Title Officer if you answer “Yes” to any of the following:

- ❖ **Will you be using a Power of Attorney?**

- ❖ **Are any of the parties in title incapacitated or deceased?**

- ❖ **Has a change in marital status occurred for any of the principals?**

- ❖ **Will the property be transferred into or from a trust, partnership, corporation or Limited Liability Company?**

- ❖ **Has there been any construction on the property in the last six months?**

Remember, all parties signing documents must have a current driver’s license or other valid government issued photo I.D.



Title Fees & Breakdown

Coverage

| | | | |
|------------------------|--|---------------------------------|-------------------|
| Sales Price | | | |
| Owners Coverage | | Standard Coverage | Extended Coverage |
| Loan Amount | | | |
| Loan Coverage | | Standard Coverage | Extended Coverage |
| Underwriter | | Chicago Title Insurance Company | |

Title Policy Calculations For Disclosure

| Product | CD Disclosed Premiums | Actual Premiums | Premium Adjustments |
|----------------|-----------------------|-----------------|---|
| Loan Policy | \$0.00 | \$0.00 | (Re-Issue Credit) \$0.00 |
| Owner's Policy | \$0.00 | \$0.00 | (Short Term Discount. – If Any) \$0.00 |

Other Borrower Fees

| | |
|----------------------------------|--|
| Endorsements: | |
| | |
| Inspection Fee | |
| Additional Chain | |
| Closing Protection Letter | |
| | |

Recording Fees

| | |
|-----------------------------|--|
| Idaho | \$15 for a Deed less than 30 pages. \$45 for a Deed of Trust/Mortgage with less than 30 pages. Otherwise, \$10 for the first page, \$3 for each additional page |
| Montana | \$8.00 per page for a standard/conforming document. Add an additional \$10.00 per document if the document is non-conforming (outside the required margins etc.) |
| Washington | \$203.50 for the first page of a Deed and \$204.50 for the first page of a Deed of Trust with, \$1 for each additional page |
| Wyoming | \$12 for the first page, \$3 for each additional page |
| E-File Fees | |
| Idaho | An additional \$4.75 per document in Idaho |
| Washington | An additional \$5.00 (plus sales tax) per document in Washington |
| Wyoming, and Montana | An additional \$5.00 per document in Wyoming & Montana |



CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY



By: *[Signature]*

ATTEST

President

[Signature]

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C165B

ALTA Commitment for Title Insurance 8-1-16

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.



- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.



CHICAGO TITLE INSURANCE COMPANY

Issuing Agent: Alliance Title & Escrow, LLC
Issuing Office: 250 S 5th St., Ste. 100, Boise, ID 83702
Loan ID Number:
Customer Reference Number:
Issuing Office File Number: 628713
Property Address: 210 W. Seltice Way, Post Falls, ID 83854
Revision Number: _____

SCHEDULE A

1. Commitment date: **December 28, 2022 at 7:30 A.M**

2. Policy or Policies to be issued:

(a) **2006 ALTA® Owner's Policy**

Standard

Extended

Amount:

Premium: \$0.00

Proposed Insured:

(b) **2006 ALTA® Loan Policy**

Standard

Extended

Amount:

Premium: \$0.00

Endorsements:

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE

4. Title to the FEE SIMPLE estate or interest in the Land is at the Commitment Date vested in:
The Society Of St. Vincent De Paul In The City of Coeur d'Alene, Inc.

5. The Land is described as follows:

See Attached Exhibit 'A'

Chicago Title Insurance Company

Nick Schug

Authorized Signatory



File No. 628713

Exhibit 'A'

All of Lots 1, 2, 3 11 and 12 in Block 4 and that part of Lots 4, 9 and 10 in Block 4 lying South of the highway right of way conveyed to the State of Idaho by deed recorded in Book 116 at Page 9; and lying East of the tract conveyed to the City of Post Falls, Idaho by deed recorded in Book 76 at page 392. All in West Fairview Addition to Post Falls, Idaho; according to the plat recorded in Book B of Plats at Page 72, records of Kootenai County, State of Idaho. Together with that part of the vacated West 10 feet of Catherine Street which was vacated by Ordinance #745 of the City of Post Falls, Idaho; a copy of which is recorded February 9, 1994 as Instrument #1340909, together with that part of the vacated alley running East and West through Block 4, West Fairview Addition and attaching to those portions of Lots 1, 2, 3, 4, 9, 10, 11 and 12 above described, which alley was vacated by Ordinance No. 293 of the City of Post Falls, Idaho, a copy of which is recorded as Instrument No. 1217867. Together with that part of vacated 7th Street which was vacated by Ordinance #766 recorded July 7, 1994 and Ordinance #771, recorded September 14, 1994 as Instrument No. 1369871 and described as follows:

A strip of land, 15 feet in width, lying parallel with and adjacent to the northerly right-of-way line of Seventh Street fronting Lots 10, 11 and 12 in Block 4 of West Fairview Addition to Post Falls, said strip of land to terminate easterly at the West right-of-way line of Catherine Street, and to terminate westerly at the easterly right-of-way line of Compton Street as shown on the Record of Survey by W. Brant Morris, P.L.S. 6602, filed in Book 12 at Page 41, Kootenai County Records (Old U.S. Highway 10 as shown on the unrecorded survey by Milton I. Booth, L.S. 748, for Don Kamps, dated June 2, 1972).



SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy shall be issued for not less than (1) the amount of the current sales price of the land and any existing improvements appurtenant thereto, or (2) if no sale is to be made, the amount equal to the value of the land and any existing improvements at the time of issuance of the policy. A Loan policy shall be for not less than (a) the full principal amount of the indebtedness secured by the insured mortgage and may include up to 20% in excess thereof to cover foreclosure costs, etc., or (b) if the indebtedness is secured by other collateral, then for not less than the unencumbered value of the land or the amount of the loan, whichever is the lesser. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
6. Delivery to and approval by the Company of documentation authorizing transaction and setting forth parties authorized to execute documents on behalf of The Society Of St. Vincent De Paul In The City of Coeur d'Alene, Inc.

Note No. 1: We find no activity in the past 24 months regarding transfer of title to subject property. We note the following transfer of title to subject property:

Warranty Deed

Grantor: Joseph Donald Kamps, Sr. and Lorraine Kamps, Trustees of the Joseph Donald Kamps, Sr. and Lorraine Kamps Family Trust dated the 13th day of September, 1991

Grantee: The Society Of St. Vincent De Paul In The City of Coeur d'Alene, Inc.

Recorded: March 31, 1998

Instrument No.: [1531384](#)

Note No. 2: Taxes, including any assessments collected therewith, for the year shown below are paid:

Amount: \$5.74

Year: 2022

Parcel No.: [P9000004001A](#)

Note No. 3: This Company reserves the right to add additional requirements upon receipt of the details of this transaction.

Note No. 4: In the event this transaction fails to close and this commitment is cancelled a fee



CHICAGO TITLE INSURANCE COMPANY

may be charged complying with the state insurance code.

Note No. 5: According to the available County Assessor's Office records, the purported address of said land is:

[210 W. Seltice Way, Post Falls, ID 83854](#)

Note No. 6: We would like to take this opportunity to thank you for your business, and inform you that your Title Officer is Nick Schug, whose direct line is (208) 895-7916.

A copy of our Privacy Policy is available on our website, via email, or paper format upon request. Please contact your Title Officer if you would like to request a copy of our Privacy Policy.



SCHEDULE B - SECTION II

EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights or easements appurtenant to water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
8. Taxes, including any assessments collected therewith, for the year 2023 which are a lien not yet due and payable.
9. Any failure of the Kootenai County Treasurer's Office to provide information on all assessments owed.
10. Special assessments, if any, for the City of Post Falls.
11. Ditch, road and public utility easements as the same may exist over said premises.
12. Easements, reservations, notes and/or dedications as shown on the official plat of West Fairview Addition.



CHICAGO TITLE INSURANCE COMPANY

13. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted To: State of Idaho
Purpose: Right of way for a public highway, hereby an easement for relocation of all irrigation and drainage ditches as may be necessary to proper construction of highway
Recorded: January 27, 1941
[Book 116 of Deeds at Page 9](#)
14. The provisions contained in Right of Way Deed.
Recorded: January 27, 1941.
[Book 116 of Deeds at Page 9](#)
As follows:
Construction or relocation of right of way fencing shall be by and at sole expense of County of Kootenai and grantors further agree no advertising or other signs will be erected on said fence without written consent of Commissioner of Public Works.
15. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a document
Purpose: Rights that may have been acquired by public utilities under franchises granted by the City and the City reserves unto itself the right to construct maintain water lines to enter upon and repair the same upon any part of the vacated alleys
Recorded: May 15, 1991
Instrument No.: [1217867](#)

Assignment of Lease
Assignor: Joseph D. Kamps, Jr. and Julie Kamps
Assignee: Society of St. Vincent DePaul
Recorded: March 31, 1998
Instrument No.: 1531383
16. A Deed of Trust, Security Agreement and Assignment of Rents and Leases to secure an indebtedness in the amount shown below.
Amount: \$594,000.00
Trustor/Grantor: The Society Of St. Vincent De Paul In The City of Coeur d'Alene, Inc., an Idaho nonprofit corporation
Trustee: Pioneer Title Company of Kootenai County
Beneficiary: Idaho Housing and Finance Association, a public body corporate and politic of the State of Idaho
Dated: March 19, 1998
Recorded: March 31, 1998
Instrument No.: [1531388](#)
17. Agreement and the terms and conditions contained therein
Between: United States Security Bank, a Washington Banking Corporation and the Idaho Housing and Finance Association, an independent body corporate and politic
And: St. Vincent De Paul In The City of Coeur d'Alene, Inc., an Idaho nonprofit corporation
Purpose: Intercreditor Agreement
Recorded: March 31, 1998
Instrument No.: [1531389](#)
18. Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term.

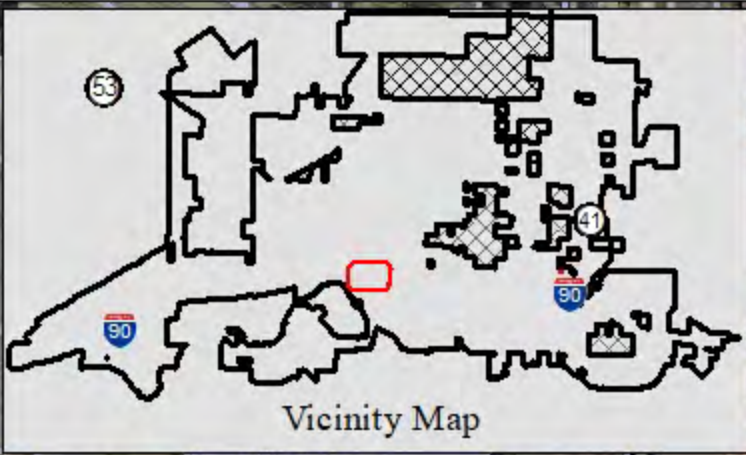
END OF SCHEDULE B



CHICAGO TITLE INSURANCE COMPANY

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C165B

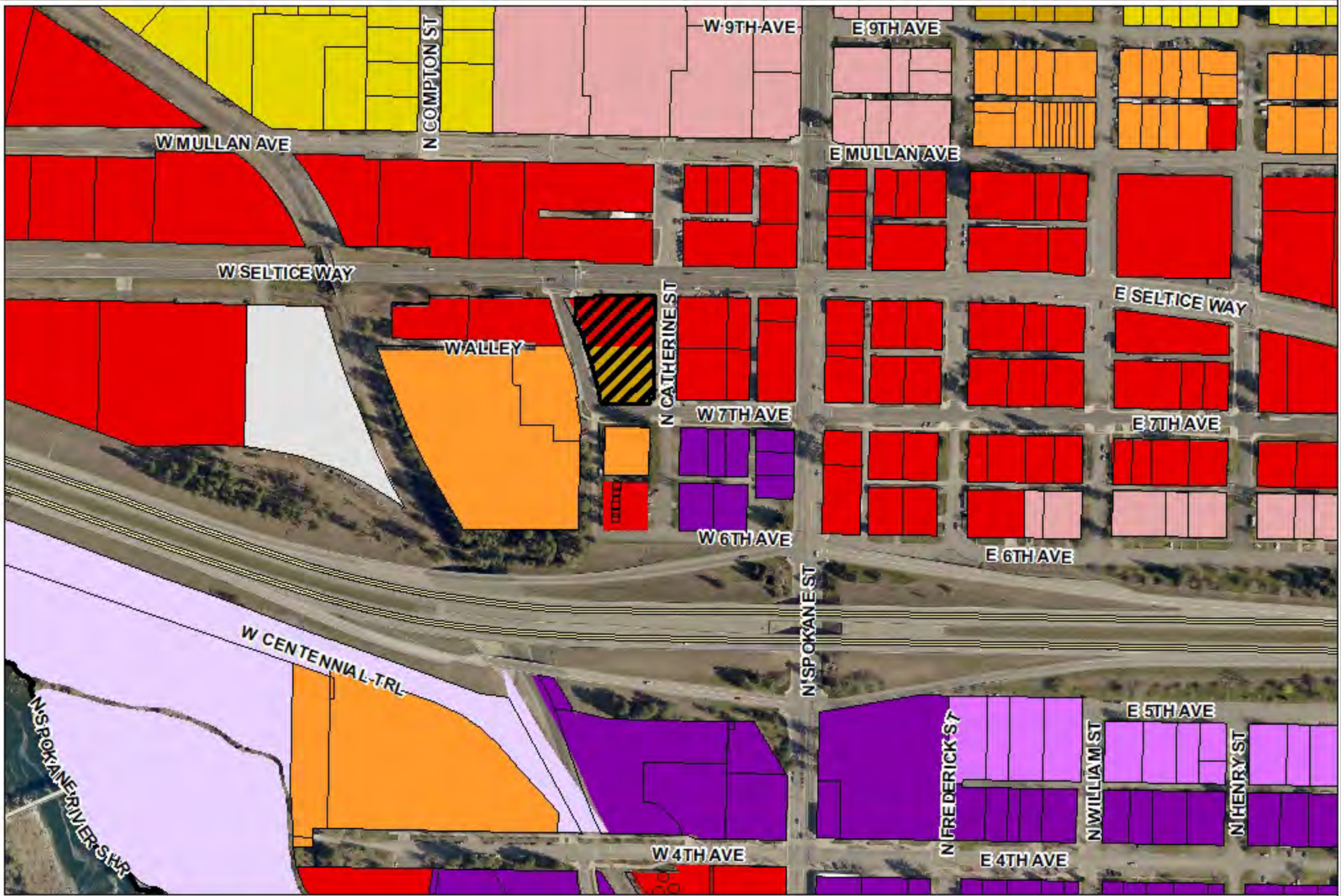


Project Location
 THE HOUSING COMPANY
 File # ZC-23-1



| | |
|---|---------------|
|  | Subject Site |
|  | City Boundary |
|  | Tax Parcels |

Exhibit S-1 



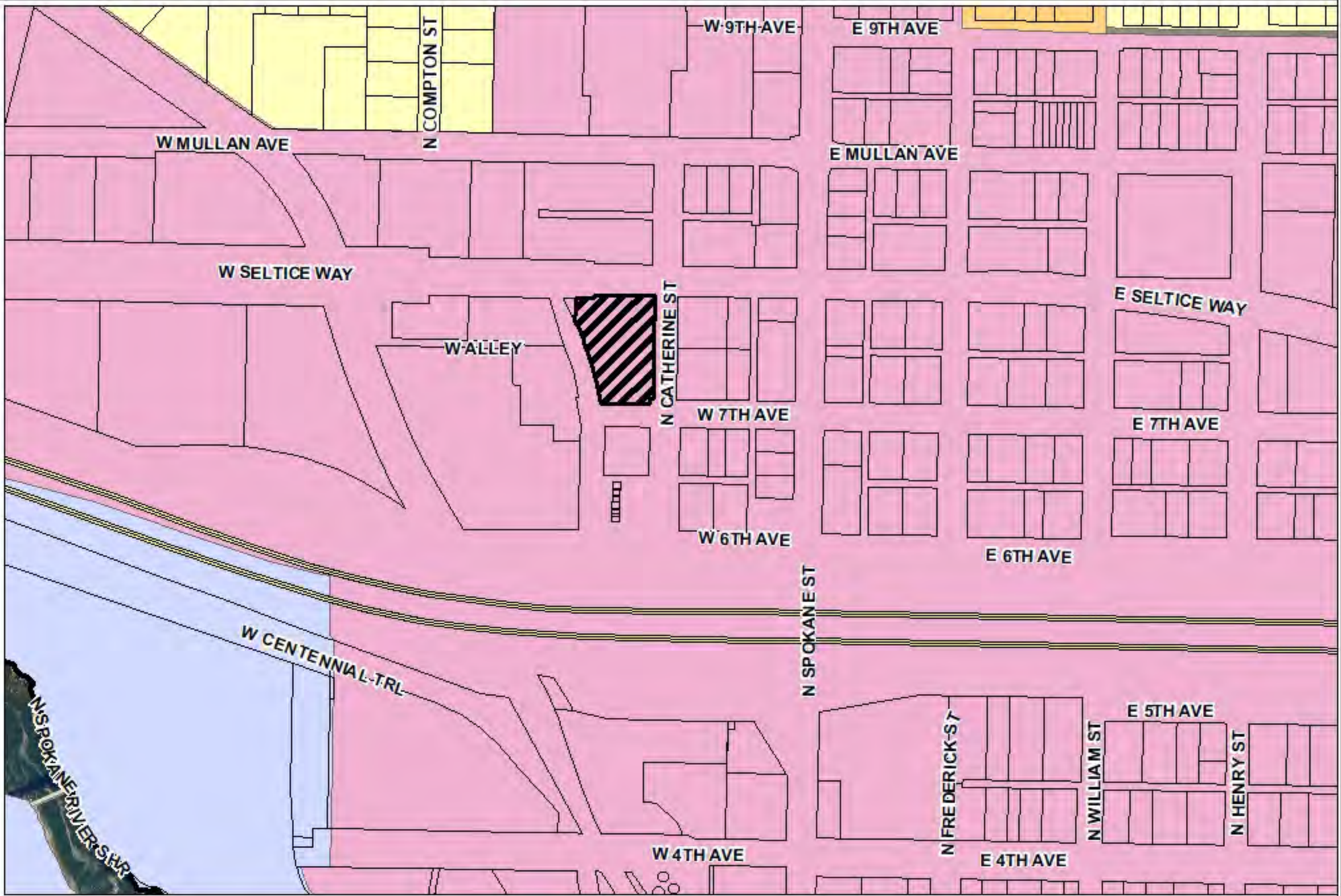
Zoning Map
 THE HOUSING COMPANY
 File # ZC-23-1



- | | | |
|---------------|-----|-----|
| City Boundary | I | SC3 |
| Subject Site | R-1 | SC4 |
| CCS | R-2 | SC5 |
| LC | R-3 | |

Exhibit S-2





Future Land Use Designation
 THE HOUSING COMPANY
 File # ZC-23-1



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



Exhibit S-3

Amber Blanchette

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Monday, March 20, 2023 10:15 AM
To: Amber Blanchette
Subject: RE: The Housing Company Zone Change File No. ZC-23-1

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The PFHD has no comment

From: contactus@postfallshd.com <contactus@postfallshd.com> On Behalf Of Amber Blanchette
Sent: Friday, March 17, 2023 12:19 PM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>;
audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill
Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA
GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>;
Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman
<criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden
<danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David
Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>;
Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA
<dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>;
Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eportner@postfalls.gov>; Field
Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.com>;
Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell
<jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner
<jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter
<jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi
Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley
<jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>;
Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>;
Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>;
Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe
<kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor,
AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn
<marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>;
Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller
<momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>;
PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post
Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus
<rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point
Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>;
Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman
<speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>;
Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop
<tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M
<warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>;
James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com)

<gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: The Housing Company Zone Change File No. ZC-23-1

Good afternoon,

Attached is the notice to jurisdiction for the named zone change for Planning and Zoning on April 11th. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



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Amber Blanchette

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Thursday, March 23, 2023 10:22 AM
To: Amber Blanchette
Subject: FW: The Housing Company Zone Change File No. ZC-23-1
Attachments: ZC Housing Co. NTJ FORM.pdf

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Amber,

Based on the location of the project, there is no impact to the YPL ROW and we do not have any comments.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Amber Blanchette <amberb@postfalls.gov>
Sent: Friday, March 17, 2023 1:19 PM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Polak, Chad M <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (Zipty) <david.sauer@zipty.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfalls.gov>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn <marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller

<momiller@quantatel.com>; Naomi Tierney <ntierney@postfalls.gov>; Pat Knight <pknight@postfallspolice.com>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: [EXTERNAL]The Housing Company Zone Change File No. ZC-23-1

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Report Suspicious

Good afternoon,

Attached is the notice to jurisdiction for the named zone change for Planning and Zoning on April 11th. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



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Kootenai County Fire & Rescue

Fire Marshal's Office

1590 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

April 3, 2023

Amber Blanchette
Planning Administrative Specialist
amberb@postfallsidaho.org

RE: Notice to Jurisdiction Response

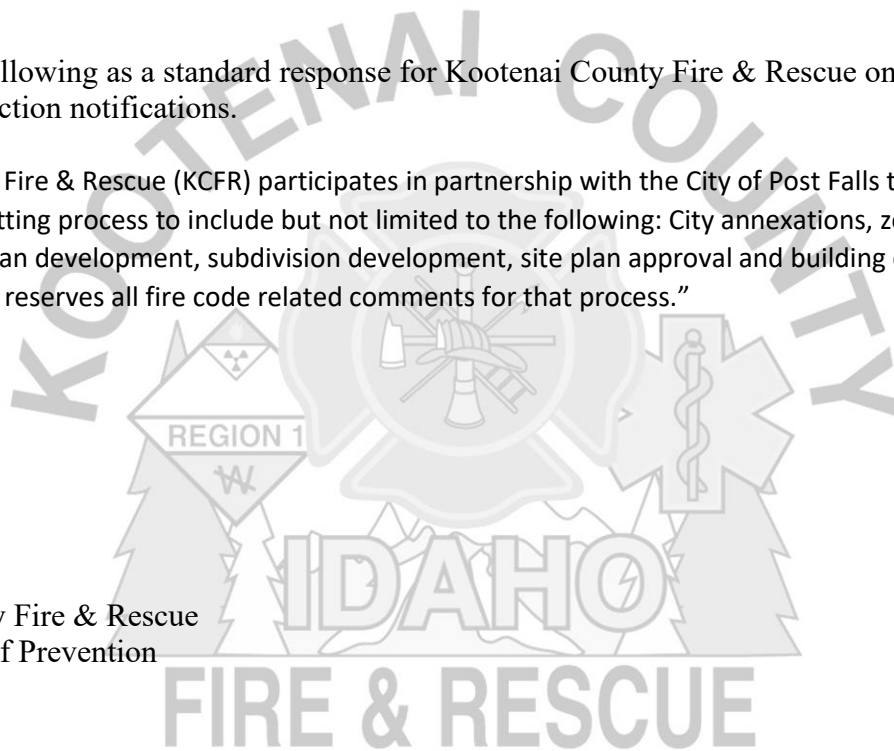
Amber,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,

Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief of Prevention
Fire Marshal





POST FALLS

SCHOOL DISTRICT #273

DISTRICT OFFICE
P.O. Box 40
Post Falls, ID 83877
PHONE 208-773-1658
FAX 208-773-3218
www.pfsd.com

June 20, 2022

Robert Seale
Community Development Director
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and the capacity of each school for the 2021-2022 school year is listed below. (What these enrollment numbers do not include are the anticipated increase of 50 students per elementary school due to full day kindergarten beginning in the fall of 2022.)

The district will review the current long range facility plan this fall. A copy of the current plan is included with this letter.

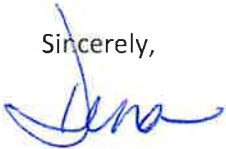
| School | 2021-2022 Enrollment | Building Capacity |
|-------------------------|----------------------|-------------------|
| Greensferry Elementary | 374 | 525 |
| Mullan Trail Elementary | 340 | 500 |
| Ponderosa Elementry | 420 | 570 |
| Prairie View Elementary | 440 | 525 |
| Seltice Elementary | 440 | 560 |

Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.

| | | |
|--------------------------|------|------|
| Treaty Rock Elementary | 415 | 525 |
| West Ridge Elementary | 430 | 525 |
| Post Falls Middle School | 870 | 920 |
| River City Middle School | 630 | 750 |
| Post Falls High School | 1560 | 1800 |
| New Vision High School | 160 | 225 |

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato
Superintendent

Cc: Post Falls School District Board of Trustees
Shelly Enderud, City Administrator

Amber Blanchette

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Tuesday, April 4, 2023 4:04 PM
To: Amber Blanchette
Subject: RE: The Housing Company Zone Change File No. ZC-23-1

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

Thank you for providing the opportunity to comment. DEQ has no environmental impact comments for the project listed above at this stage of development.

Thank you,
Kristie

Kristie May | Admin Assistant II

Idaho Department of Environmental Quality
2110 Ironwood Parkway, Coeur d'Alene, Idaho 83814
Direct: 208.666.4608
Office Line: 208.769.1422
www.deq.idaho.gov

Our mission: To protect human health and the quality of Idaho's air, land, and water.

From: Amber Blanchette <amberb@postfalls.gov>
Sent: Friday, March 17, 2023 12:19 PM
To: Ali Marienau <AMarienau@kmpo.net>; aobermueller@cdapress.com; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; eketner@phd1.idaho.gov; Erin Butler <ebutler@sd273.com>; Ethan Porter <eport@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>;

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Subject: The Housing Company Zone Change File No. ZC-23-1

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Good afternoon,

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Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



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calendar in order that it be discussed in greater detail. Explanatory information is included in the Commission agenda packet regarding these items and any contingencies are part of the approval.

ACTION ITEMS:

- a. Meeting Minutes 3-14-2023

Motion to approve as presented by Hampe.

2nd by: Walton

Vote: Hampe – Yes; Ward – Yes; Steffensen – Yes; Walton - Yes

Motion Moved

2. CITIZEN ISSUES

This section of the agenda is reserved for citizens wishing to address the Commission on an issue that is 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 that 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, by subsequent appointment. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring action must be placed on the agenda of an upcoming meeting. As such, the Commission cannot 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.

Greta Gissel – Discussed the need for workforce housing, for locals.

3. UNFINISHED / OLD BUSINESS

This section of the agenda is to continue consideration of items that have been previously discussed by the Planning and Zoning Commission.

ACTION ITEMS:

None

4. PUBLIC HEARINGS

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

ACTION ITEMS:

- A. **Zoning Recommendation** for the Housing Company Zone Change File No. ZC-23-1 – Jon Manley, Planning Manager, to present a request for a recommendation to City Council to rezone approximately 1.16-acres from a mix of Medium-Density Residential (R2) and Community Commercial Services (CCS) to the SmartCode 5 (SC5) zoning district to construct a mixed-use multi-family community. Requested action is to seek a

recommendation to City Council from a mix of Medium-Density Residential (R2) and Community Commercial Service (CCS) to the SmartCode 5 (SC5) zoning district to construct mixed-use multifamily community on 1.16 acres. It is located just a bit west of the intersection of Spokane St. and Seltice Way on the southwest corner of Catherine St and Seltice. The current land use is an older vacant commercial building as well as older multi-family housing with some tenants currently in them. This site is over the Rathdrum Prairie Aquifer with water and sewer being provided by the City of Post Falls. The south half is the R2 Medium-Density, and the north half is the Commercial. It is surrounded by more SmartCode 5 to the southeast, commercial to the east, west, and north with medium density to the southwest and south.

Zone Change Review Criteria:

- The Future Land Use Map designates this site as Business/Commercial within the Seltice Central Focus area. Promotes a mixture of moderate/high density housing types within walking distance of the city center, neighborhood center and corridor commercial uses, as well as civic uses and other amenities within Post Falls. There are those types of amenities along Seltice, Spokane St and south along 7th that are within walking distance to this site. Encourages higher-density residential uses in the Seltice Central Focus Area. Supports development patterns that improve pedestrian connectivity to the commercial core and seeks opportunities to coordinate investment and planning energies between Seltice Central and City Center.
- Sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health. One may see the benefit of having a balance of work housing near commercial services. Support land use patterns that foster the long-term fiscal health of the community. Is a balance between providing housing with jobs as well as enhanced residential quality of life. There is a bus route north of this site off Spokane St. This would promote compatible, well-designed development; we have design standards that would help assist this policy point. Compatible with surrounding land uses, there are acknowledgements of the infrastructure and services as well as the future traffic patterns being able to facilitate their proposal. This request is considered a compatible infill development. Consider location of multi-family developments in areas that have access to arterial and collector streets; help buffer between higher and lower-intensity development patterns; are part of projects involving mixed use or master planned areas. With the local business community, work to enhance, sustain, and diversify the local economic base by; supporting opportunities related to business "campus" and mixed-use models; coordinate provisions of workforce housing.
- Seltice Way is classified as a Principal Arterial Roadway.
- Again, Seltice Way is a higher road classification to support commercial and high-density residential zones.
- 5th and 6th criteria speak to Limited or neighborhood commercial and industrial and those zones are not being requested.

All agencies have been notified and we received responses from the Highway District with no comments; Yellowstone Pipeline with no impacts; Kootenai County Fire and Rescue will coordinate at time of development, the Post Falls School District remains neutral, and the Department of Environmental Quality has no impact comments.

Hampe – If it were to stay Medium-Density; a mixed Medium-Density R2; what is the highest density that would be allowed there.

Manley – Technically the existing apartments are legal non-conforming because we removed multi-family out of our medium density. So, the most they could do would be townhomes, duplexes, maybe cottages.

Hampe – That's right, okay. I did a little calculation; at 1.16 acres and 32 units it would be somewhere between 27 to 28 units per acre correct?

Manley – Proportionally it sounds close.

Hampe – Does that fall within a SmartCode 5?

Manley – Yes, SmartCode goes by a minimum density and not a maximum density. We talk about traditional zoning with max densities and density bonuses by doing certain things. SmartCode is more performance based and minimum based density and then can go from there. With this code, developers provide on-street parking, swells and these things consume some of the land mass which constricts the number of net units you can yield.

Hampe – The idea behind SmartCode is to gain commercial with high-density residential however, there will be no commercial just high-density?

Manley – I believe they want to do a mixed-use commercial building. Currently, there is commercial and apartments so what they are trying to do is combine the uses into 1 building instead of them being fragmented. Same type of uses on the same block just a different form with a form-based code being smartcode.

Hampe – That makes sense.

Applicant – The Housing Company – Nate Wheeler, Representative – We are in partnership with St. Vincent De Paul. We are also a non-profit however, we focus on multi-family developments, we have one here in Post Falls and 2 in Coeur d'Alene. From Moscow up to Sandpoint we have 9 developments in total we have 40 different apartment complexes across the stat of Idaho with 1 in Montana and we manage another 10. We have kept all our assets, never sold one. Affordable housing is based on an income at the federal level will dictate with a census tract. They may say an affordable median for an area's income is on average \$100,000, we then take a percentage of that and then a percentage for rent based on their income. Individuals that we rent to are usually entry-level first responders, retail workers, weight staff, things of this nature. There is the National Low Income Housing Coalition, and the Idaho Asset Building Network completed an assessment of Idaho to see its income based on the amounts of rent and usually there's a threshold of about 30% of your income should not go anymore to your housing needs and we ae about 25,000 affordable housing units short in the state of Idaho. There are currently 7 buildings on the lot and 4 of them have basements, if we were to develop all buildings will be removed engineered fill would come back in and compaction levels and we would rebuild over the top cleaning up this site. The top right corner of this lot there are 3 fuel tanks that have been closed by DEQ back in 1993 and are still there. With environmental reviews we will determine whether to remove them or leave them. We will most likely remove them as well. Our rendering shows what we would like to develop with 2 stories being the housing units and the 1st floor being commercial, with St. Vincent De Paul's thrift store being there. Our projects are more pedestrian in nature and more carpooling, there is a bus stop within walking distance in front of Gathered restaurant. There are several other food eateries in the area that are within walking distance where they could find employment, this is family centered. There is a school, library, Boys and Girls Club there are some other commercial/industrial businesses within walking distance as well. We have looked at the demographic within the existing St. Vincent De Paul's apartment complexes and it shows that they are more pedestrian in nature, so the parking requirements are fine.

Between, 3 different complexes and a couple of different times per day on 2 different dates on average out of 73 spaces and 32 units only 23-31 spaces were being used so 42 spaces are free. So, with what we are proposing and the parking requirements we feel pretty confident that everything will work. We also concur with everything Mr. Manley had shared.

Steffensen – So, the 2 different lots would be remodeled, everything would go and be rebuilt.

Wheeler – That is correct.

Steffensen – The tanks as well.

Wheeler – Pending a phase 2 inspection, very likely and that would include the asphalt too.

Steffensen – Parking always seems to come up with apartments and how there is never enough. This project is a little deferent due to the development. You mentioned having 60 parking spots total for the apartments and the commercial space.

Wheeler – Correct, based on the SC5 zoning the ratio is 1.5 parking spaces per residential unit. So, with that, it allows us to have a little less if it was a multi-family development. And with the workforce housing there may not be as many vehicles that will be in this lot compared to a market rating development.

Ward – Can you remind me of the height limitations in an SC5.

Manley – The height is 4 stories with a minimum of 2. (Not height issue, more of a stories)

Steffensen – How does that compare to the apartments that are already there, with it being 3 stories?

Ward – The law office behind it is 36' I believe.

Testimony

In Favor: James Casper, with Habitat for Humanity, we are also in the business of developing housing for those that cannot afford market rate housing. It's tough, it is a market-based service and developed by developers and they do not build units in this category for people. So, you have companies such as Habitat for Humanity and St. Vincent De Paul, that create housing that isn't offered by the rest of the market. It is unique and not a typical neighborhood, however, they are the same people living in the same town, and they struggle and may not be living as well as they would like. These projects provide an option the rest of the market will not build. There are always questions about usability and functionality; self-selection happens as well. Those that want more space may choose to not live here however, those without other options will accept these types of units for what they are. We don't know if someone will choose to live in this option if they don't exist. What I do know, is every unit we build, it is in high demand, all other properties that are similar to these that St. Vincent owns are full and have waiting lists. We like to offer our support to this project.

Jon Ingalls – The housing shortage has already been established on March 29th, North Idaho Building Contractors Association mentioned that we have a shortage of 2350 housing units. The affordable housing has an even greater need in our area. In Idaho there are 39,722 very low-income households but only 15,012 affordable rental units available to them. 32 units won't put a big dent in this issue, but we need to make some progress along the way. This project is well conceived and a great fit for this location. The Lynn Peterson and Kathy Reed houses are similar size and scope and are beautifully designed and have enhanced their surroundings greatly. I encourage you to support this zone change with a unanimous recommendation to City Council.

Alan Wolfe – I am here to represent the business community of Post Falls through the Chamber of Commerce, several of us had the opportunity to attend the workshop and saw this project laid out. We felt it really fits what we're all know is needed for workforce housing and St. Vincent De Paul does a great job. On behalf of the Board of Directors with the Post Falls Chamber we encourage a positive recommendation to Council.

Greta Gissel – St. Vincent De Paul has been around for over 75 years, and they have been a staple in our community for people that are in need. What they are doing with the John Bruni's Commons is such a great boon for your community. Not only will it be beautiful, but it'll be something that services your community in ways that are unmeasurable at this point in time. I come from a family that has been active in community service my entire life, I am the Executive Director of Connect Kootenai which is an organization that was formerly known as CDA 2030. It is a nonprofit that exist to create a better tomorrow so that everyone can belong, thrive, and create a positive impact. The primary focus is to address significant housing challenges that residents in Kootenai County face. Here are some statistics, 94% of the 1500 people surveyed last year had their rent increased by an average of \$376. The average rent in Kootenai County is \$1,678 which is an average of 51% of a renter's income and the recommendations are about 30% of income being paid towards housing. This leaves families and individuals struggling each month especially when the average childcare cost for a toddler is on average \$538/month while infant care is about \$623/month. This is 3.1% more than in-state College tuition. Our housing prices are on average around \$500,000 or more and a median income of \$65,000 the cost of homeownership is out of reach for many families. A family of 4 who can earn 120% of our family median income which is about \$82,500 can afford to purchase a home for \$300,090 with a 20% down payment or a home for \$310,000 with an FHA loan. Kootenai County MLS found 38 homes not including a mobile home on lease land within this price range. Our interest is to help with this housing crisis and support our community with projects such as this one.

Katie Huff – I work with Murray Group, and work with our local employers on their employee benefits and their needs. The basic need is affordable housing, they have issues filling the positions due to people not being able to afford to live here. This project is going to help our employers in this area maintain workforce. Our housing in this area is unaffordable and unattainable. Even my family, if I newly relocated here, I am not sure I could. When I speak to others about affordable housing many think of things that are undesirable, right now many people thing of the homeless camps and what will it do to our aesthetics, but the reality of a project like this; for example if you donate an hour of your time at the Post Falls Food Bank, you will see families with 2 incomes and children that cannot afford to live and have to choose between buying food or paying rent. I was told a story about a woman in her 60's-70's that raised her family here and has grandkids and the market skyrocketed and her rent went up and she now lives in a field somewhere locally, goes to the foodbank weekly to survive. She will not tell anyone where she is and she isn't one that will speak up about it, but her story is like many and could benefit from a project like this one.

Neutral: None

In Opposition: None

Rebuttal

Wheeler, no need for rebuttal but just a thank you for the comments and to add Mr. Riley received over 14 letters of support for this project, The Housing Company isn't trying to

come in on our own this is a partnership we need that with the city, this St. Vincent, and other community partners, stakeholders, and I just wanted to thank everyone.

Comments:

1. Consistent with Future Land Use Map.
Hampe – It meets it, is shown in business/commercial on the future land use map.
Commission agrees
2. Consistent with the Goals and Policies Found in the Comprehensive Plan.
Steffensen – Staff outlined a bunch of them that were in the packet. Anything specific you guys want to add?
Hampe – It is in walking distance to businesses so it's a good place for higher density project.
3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.
Ward – It is on a major arterial collector.
Hampe – I think we all agreed it is in an appropriate place, on Seltice Way.
Steffensen – There are already apartment and a business they are basically just expanding a little bit and making it a better situation than what it currently is.
4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.
We just spoke about this with Seltice
5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.
Not applicable - there will be neighborhood commercial, but it isn't low density.
6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.
Not applicable

Motion to recommend approval to City Council finding requested zoning meets approval criteria in the PFMC and as outlined in our deliberations and direct staff to prepare a Zoning Recommendation of SC5 (Hampe)

2nd by: Ward

Vote: Walton – Yes; Steffensen – Yes; Ward – Yes; Hampe- Yes

Moved

- ~~B. **Approve/Deny** Quailview Townhomes Subdivision File No. SUBD-22-15 – Ethan Porter, Associate Planner, to present a request to approve or deny a subdivision of 2.24-acres into 22 twin home lots within the Medium-Density Residential (R2) zoning designation. Requested action is an approval to subdivide 2.25 acres within the Medium-Density Residential (R2) zone into twenty-two (22) lots with one tract. This project is located south of Creative Way, west of Expo Parkway and north of Jacklin; it has three road frontages and is east of the Woodbridge Subdivision. You can see Flippen Storage just north across from Creative Way. The property is currently vacant land, and the water provider will be East Greenacres Irrigation District and wastewater will be provided by the City of Post Falls. To the north is the industrial zone, west is a little R2 and the R1, Woodbridge, and to the south along I-90 is the Commercial. The smallest lot will be about 2,662 square feet~~

**Housing Company, The, Zone Change
File No. ZC-23-1**

**Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: The Housing Company

LOCATION: Generally located at the southwest corner of Catherine St. and Seltice Way.

REQUEST: Rezone approximately 1.16 acres from a mix of Medium Density Residential (R2) and Community Commercial Services (CCS) to SmartCode 5 (SC5) zoning district.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-4 Vicinity Map
5. A-5 Authorization Letter
6. A-6 Title Report
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 PFHD Comments
11. PA-2 YPL Comments
12. PA-3 KCFR Comments
13. PA-4 PFSD Comments
14. PA-5 DEQ Comments
15. P&Z Staff Report
16. Testimony at the public hearing on April 11, 2023, including:

The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code §§ 67-6511 and 67-6509, and Post Falls Municipal Code (PFMC) § 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to provide testimony and documentation to be taken by the Planning and Zoning Commission (“Commission”) in their application of PFMC §§ 18.16.010 and 18.20.100 when making the Commission’s recommendation to the City Council.

Jon Manley, Planning Manager

Mr. Manley presented the staff report and testified that the requested action is for the Commission to review the request to rezone approximately 1.16 acres in the City of Post Falls from Medium Density Residential (R2) and Community Commercial Service (CCS) zoning to the SmartCode 5 (SC5) zoning district. He explained that the location is on the southwest corner of Catherine St. and Seltice Way. Currently site is developed with an older vacant commercial building as well as some older multi-family housing which is occupied.

Mr. Manley explained that the city of Post Falls will supply water and sewer to the site. He noted that the site is over the Rathdrum Prairie Aquifer. He explained that there is more Community Commercial Service (CCS) to the north, west, and east, with some High Density Residential (R3) zoning to the west and south, and some other SmartCode 5 (SC5) zoning to the Southeast.

Mr. Manley testified that in reviewing zone changes, staff looks at relevant review criteria. He testified that the area is designated Business/Commercial within the Seltice Central focus area on the future land use map. He testified that the Business/Commercial designation promotes a mixture of moderate to high density housing types within walking distance of the city center, neighborhood center and corridor commercial uses, as well as civic uses and other amenities within Post Falls. He noted that there are those types of amenities along Seltice, Spokane St., and south along 7th that are all within walking distance to this site. He testified that the SC5 zone is an implementing zoning district for the Business/Commercial designation.

Mr. Manley accentuated that the proposal aligns with the applicable focus area. He explained that the Seltice Central focus area specifically calls out encouraging high density residential units in this area. He noted that the area also promotes development patterns that improve pedestrian connectivity to the commercial core and that the city should seek opportunities to coordinate investment in this area. He explained that the proposal satisfies those aspects of the focus area.

Mr. Manley testified as to whether the proposal is in accordance with the goals and policies of the comprehensive plan, illustrating goal one, seven, and fourteen to possibly be relevant and applicable goals. He testified that policies one, two, eight, twenty, and eighty-six, may appropriate for consideration by the Commission.

Mr. Manley testified that zoning should be assigned following consideration of such items such as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features. He explained that Seltice Way is classified as a Principal Arterial Roadway. He noted that future traffic patterns to and from the site are helped from the proximity to Seltice Way that would distribute traffic to and from the subject site.

Mr. Manley testified that commercial and high-density residential zoning is typically assigned along streets with a higher road classification. He explained that the site is located

along Seltice Way (Principal Arterial) and therefore commercial and high-density residential is appropriate in this location.

Mr. Manley testified that limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity. He said that this is not an applicable criterion as they are not asking for those proposed zoning designations.

Mr. Manley testified that the last criteria is Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning. He testified that they are not asking for industrial zoning and therefore the criterion is inapplicable.

Mr. Manley testified that all agencies have been notified; noting that Kootenai County Fire coordinates with the city upon development, and the Post Falls Highway District, Post Falls School District, DEQ, and Yellowstone Pipeline had no comment or remained neutral.

Mr. Manley, in response to a question from the Commission, testified that the existing apartments are pre-existing non-conforming as the city removed multi-family from the existing medium density zoning. He went on to say that SmartCode zoning is performance based with a minimum density, you have to provide on-site parking and improvements that restricts the number of net units you can yield on a parcel.

Applicant's Presentation

Nate Wheeler, The Housing Company

Mr. Wheeler testified that they are a non-profit that focuses on multi-family developments and they are in partnership with St. Vincent De Paul. He noted that they have one other development here in Post Falls and two in Coeur d'Alene. He explained that from Moscow up to Sandpoint we have nine developments in total and have forty different apartment complexes across the state of Idaho.

Mr. Wheeler testified that they have kept all our assets and have never sold one to encourage affordable housing. He explained that affordable housing is based on an income at the federal level dictated by a census track. He asserted that the individuals they rent to are usually entry-level first responders, retail workers, wait staff, things of that nature. He stated that they projects are in high demand.

Mr. Wheeler submitted that there is the National Low Income Housing Coalition, and the Idaho Asset Building Network who completed an assessment of Idaho to see its income based upon the amounts of rent. He explained that usually there is a threshold that about 30% of your income should go toward your housing needs and Idaho is about 25,000 affordable housing units short in the state. He asserted that they would like to make a dent in that number.

Mr. Wheeler testified that there are currently seven buildings on the lot and four of them have basements, if they develop, all buildings will be removed and engineered fill would come back in, and they would rebuild over the top after cleaning up this site. He noted that at on a corner of this lot there are three fuel tanks that were closed by DEQ back in 1993. He explained that with environmental reviews, they would determine whether to remove them or leave them. He presumed that they will likely remove them.

Mr. Wheeler testified that the rendering shows that they would like to develop with two stories being the housing units and the first floor being commercial, with a St. Vincent De Paul's thrift store being there. He expounded that their projects are more pedestrian in nature and there is a bus stop within walking distance in front of Gathered restaurant. He indicated that there are several other food eateries in the area that are within walking distance, the are employment opportunities and the area is family centered. He submitted that there is a school, library, Boys and Girls Club and some other commercial/industrial businesses within walking distance.

Mr. Wheeler testified that they have looked at the demographic within the existing St. Vincent De Paul's apartment complexes and it shows that they are more pedestrian in nature, so the parking requirements are fine and they feel pretty confident that everything will work. He noted that they concurred with everything Mr. Manley had shared.

Mr. Wheeler, in response to a question from the Commission, testified that based on the SC5 zoning the ratio is 1.5 parking spaces per residential unit. So, with that, it allows us to have a little less than if it was a multi-family development. He noted that, with the workforce housing there may not be as many vehicles that will be in this lot compared to a market-rate development.

Public Testimony:

The Commission opened the hearing for public testimony.

James Casper, with Habitat for Humanity

Mr. Casper testified that they are also in the business of developing housing for those that cannot afford market rate housing. He explained that it is tough, it is a market-based service and developed by developers and they do not build units in this category for people. He entreated that, you have companies such as Habitat for Humanity and St. Vincent De Paul, which create housing that is not offered by the rest of the market. He stated that this is unique and atypical neighborhood, however, they are the same people living in the same town, and they struggle and may not be living as well as they would like.

Mr. Casper testified that these projects provide an option that the rest of the market will not build. He asserted that there are always questions about usability and functionality; self-selection happens as well. He argued that those who want more space may choose to not live here however, those without other options will accept these types of units for what they are. He opined that we don't know if someone will choose to live in this option if they don't exist.

He declared that every unit we build, is in high demand, all other properties that are similar to these that St. Vincent owns are full and have waiting lists. He testified that they would like to offer their support to this project.

Jon Ingalls

Mr. Ingalls testified that the housing shortage has already been established and on March 29th, North Idaho Building Contractors Association mentioned that we have a shortage of 2350 housing units. He pleaded that affordable housing has an even greater need in our area. He explained that in Idaho there are 39,722 very low-income households but only 15,012 affordable rental units available to them. He said that 32 units won't put a big dent in this issue, but we need to make some progress along the way. He testified that this project is well conceived and a great fit for this location. He illustrated that the Lynn Peterson and Kathy Reed houses are comparable size and scope and are beautifully designed and have enhanced their surroundings. He encouraged the Commission to support this zone change with a unanimous recommendation to City Council.

Alan Wolfe

Mr. Wolfe testified that he was there to represent the business community of Post Falls through the Chamber of Commerce. He explained that several of them had the opportunity to attend the workshop and saw this project laid out. He advocated that this really fits what we all know is needed for workforce housing and St. Vincent De Paul does a great job. He championed, on behalf of the Board of Directors with the Post Falls Chamber, that they encourage a positive recommendation to Council.

Greta Gissel

Ms. Gissel testified that St. Vincent De Paul has been around for over 75 years, and they have been a staple in our community for people that are in need. She asserted that what they are doing with the John Bruni's Commons is such a great boon for your community. She stated that not only will it be beautiful, but it'll be something that services your community in ways that are unmeasurable at this point in time. She stated that she comes from a family that has been active in community service her entire life, she is the Executive Director of Connect Kootenai which is an organization that was formerly known as CDA 2030. She explained that it is a nonprofit that exists to create a better tomorrow so that everyone can belong, thrive, and create a positive impact. She declared that their primary focus is to address significant housing challenges that residents in Kootenai County face.

Ms. Gissel testified that 94% of the 1500 people surveyed last year had their rent increased by an average of \$376. He expounded that the average rent in Kootenai County is \$1,678 which is an average of 51% of a renter's income and the recommendations should be about 30% of one's income being paid towards housing. She maintained that this leaves families and individuals struggling each month especially when the average childcare cost for a toddler is on average \$538/month while infant care is about \$623/month. She noted that this is 3.1% more than in-state college tuition.

Ms. Gissle testified that our housing prices are on average around \$500,000 or more and a with area median income of \$65,000 the cost of homeownership is out of reach for many families. She explained that a family of four who can earn 120% of our area's median income which is about \$82,500 can afford to purchase a home for \$390,000 with a 20% down payment or a home for \$310,000 with an FHA loan. She asserted that Kootenai County MLS found thirty-eight homes, not including a mobile home on leased land, within that price range. She stated that their interest is to help with this housing crisis and support our community with projects such as this one.

Katie Huff

Ms. Huff testified that she works with Murray Group and works with our local employers on their employee benefits and their needs. She stated that the basic need is affordable housing, employers have issues filling their positions due to people not being able to afford to live here. She asserted that this project is going to help our employers in this area maintain workforce. She affirmed that our housing in this area is unaffordable and unattainable. She noted that even her own family, if she were to newly relocate here, could not afford it. She storied that many people associate affordable housing with things that are undesirable, right now many people think of the homeless camps and what will it do to our aesthetics, but the reality of a project like this is that it is families with two incomes and children that cannot afford to live and have to choose between buying food or paying rent. She professed that she was told a story about a woman in her 60's-70's that raised her family here and has grandkids and when the market skyrocketed and her rent went up, she was forced to go live in a field somewhere, having to go to the foodbank weekly to survive. Ms. Huff implored that this woman, like many others, could receive help from a project like this one.

Deliberations: After the public hearing was complete the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria in City Code sections 18.16.010 and 18.20.100.

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

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

Based on the testimony supplied and the staff report, The Future Land Use Map in the Comprehensive Plan designates this area as Business/Commercial and it is within the Seltice Central Focus Area.

The Commission finds the at the applicable focus area supports the promotion of higher-density residential uses in the area, boosting support for retail and commercial uses, which is what this proposal will provide.

The Commission finds that SC5 zoning is and implementing zoning district and follows the key policies of the Seltice Central Focus Area and therefore the proposed SC5 zoning is in accordance with the Future Land Use Map.

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

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

Goals:

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

The Commission finds that this area supports higher density development and within walking distance to commercial and service needs. As such, this proposal supports an allocation of land use types that support the community needs and foster the City's long-term sustainability by growing the local economy.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;
Impact Fees are paid at the time of permit issuance to aid in mitigating impacts and maintain/enhance community levels of service.
- Foster the long-term fiscal health of the community;
The rezone will supply the opportunity for more new business(es) that will help further long-term fiscal health of the community.
- Maintain and enhance resident quality of life;
The proposed SC5 zone and mixed-use residential project will enhance the resident's quality of life in that area by providing opportunities for a work/live area.
- Promote compatible, well-designed development;
Development will be required to meet City design standards through the Site Plan Review process.
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans.
Transportation impacts, and sewer and water capacity are reviewed by City staff. Any predicted inadequacies identified are addressed and/or have a plan on how to be brought into compliance with the relevant master plans. No inadequacies were found by staff about the revised zoning request.

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

- Future land use mapping;

See Exhibit S-3: Future Land Use Map. This factor is covered in the analysis contained in Criteria 1.

- Compatibility with surrounding land uses;
The proposed zoning designation and associated uses is compatible with the surrounding land uses.

- Infrastructure and service plans;
Sanitary Sewer for the location is currently located adjacent to the subject property and existing buildings upon the property are serviced by the City's water reclamation system. The property requesting the zone change is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

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

The City of Post Falls would service water. A water main is currently found within the subject property and covered with the necessary easement to the public. The property requesting the zone change is shown in the City of Post Falls Water Master Plan as being serviced by the referenced water main. The requested zoning is in conformance with the land use assumptions within the City's Water Master Plan.

- Existing and future traffic patterns;
The property is adjacent to 7th Ave., Compton St., Catherine St. And Seltice Way. The Signalized intersection of Seltice Way / Compton St. Is located at the northwest corner of the property. Frontage improvements are in place along Seltice Way, Compton St and 7th Ave. Missing improvements along Catherine St. Along with modifications to existing improvements would need to be completed with any site redevelopment. Future traffic patterns to/from this would be directed to Compton St., 7th Ave. And Catherine St. Access along Seltice Way would be restricted.

The site is benefitted from the proximity to Seltice Way, a Principle Arterial Roadway with signalized access from Compton St.

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

This proposal advances and promotes development and improvements consistent with the comprehensive plan as well as the transportation, sewer, and water master plans.

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

This site is compatible infill development of a vacant and under-utilized property.

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:

Seltice Way is a classified Principal Arterial Roadway. There is sufficient capacity on Seltice Way to meet anticipated growth requirements in the are beyond the year 2035 (City of Post Falls currently Transportation Master Plan Model), with planned improvements. Rezoning of the subject property to SC5 would not materially alter projected traffic patterns, volumes, or levels of service.

Compton St., Catharine St. And 7th Ave. are local roadways and can direct traffic to adjoining and nearby arterial roadways (Seltice Way and Spokane St.)

Future traffic patterns to/from this site are benefitted from the existing traffic signal at the intersection of Seltice Way / Compton St., along with a right turn allowance to Spokane St. From 7th Ave.

Water and Sanitary Sewer:

The City of Post Falls will supply water service and sanitary sewer service which currently exist on the site. The requested zoning is in conformance with the land use assumptions within the City's Water and Water Reclamation Master Plans.

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

The City's Water and Water Reclamation Systems have the capacity to supply service and the City is willing to serve to the property at the requested zoning designation. The proposed zoning is compatible with the land uses predicted within the City's Master Planning. Current capacity of the City's Water Reclamation System is not a guarantee of future service.

Compatibility with Existing Development and Future Uses:

The proposed SmartCode SC5 is adjacent to existing similar uses, commercial and higher-density residential and is therefore compatible with existing development and future uses.

Future Land Use Designation:

This factor is covered in the analysis contained in Criteria 1.

Community Plans:

None.

Geographic/Natural Features:

The Commission finds the site has no geographic or other natural features that would affect development of the site.

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

The Commission finds the site is located adjacent to Seltice Way (Principal Arterial) and near the I-90 Interchange at Spokane Street (Exit 5) and therefore would place commercial and higher density residential along streets with a higher road classification, satisfying this criterion.

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

The Commission finds this criterion inapplicable to the request.

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

The Commission finds this criterion inapplicable to the request.

D. RECOMMENDATION OF THE COMMISSION:

Housing Company Zone Change, File No. ZC-23-1: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence, testimony, and comments. A motion to recommend approval of the recommended zoning was made, the motion carried unanimously. The Planning and Zoning Commission hereby recommends that City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets all the applicable approval criteria for applicant's request for SmartCode SC5 zoning.

5/17/23
Date


Chairman


Attest

NOTICE OF RIGHTS:

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

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

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

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

Amber Blanchette

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Monday, May 15, 2023 8:44 AM
To: Amber Blanchette
Subject: FW: The Housing Company Zone Change File No. ZC-23-1
Attachments: CC ZC Housing Co. NTJ FORM.pdf

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Amber,

Based on the location of the project, there will be no impact to the YPL pipeline ROW and we do not have any comments on the attached.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Amber Blanchette <amberb@postfalls.gov>
Sent: Friday, May 12, 2023 12:53 PM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>; audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Polak, Chad M <Chad.M.Polak@p66.com>; Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman <criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>; Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA <dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>; Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eportner@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.com>; Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell <jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner <jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter <jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley <jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>; Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>; Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>; Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe <kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lynn Sandsor, AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn

<marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>; Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller <momiller@quantatel.com.com>; Naomi Tierney <ntierney@postfalls.gov>; PFHD <contactus@postfallshd.com>; PFPD <admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber <pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman <speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>; Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop <tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M <warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>; James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com) <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: [EXTERNAL]The Housing Company Zone Change File No. ZC-23-1

This Message Is From an External Sender
This message came from outside your organization.

[Report Suspicious](#)

Good morning,

Attached is the notice to jurisdiction for the named zone change; for the Council Meeting on June 6th. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



Fear is an illusion, ready to be overcome...

The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail. Although this email has been scanned for the possible presence of computer viruses prior to dispatch, we cannot be held responsible for any viruses or other material transmitted with, or as part of, this email without our knowledge.

Amber Blanchette

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Tuesday, May 16, 2023 7:26 AM
To: Amber Blanchette
Subject: RE: The Housing Company Zone Change File No. ZC-23-1

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The PFHD has no comment.

From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Amber Blanchette
Sent: Friday, May 12, 2023 11:53 AM
To: Ali Marienau <AMarienau@kmpo.net>; Andy Obermueller <aobermueller@cdapress.com>;
audie.neuson@williams.com; Avista <c01_Real_Estate@avistacorp.com>; Bill Melvin <bmelvin@postfalls.gov>; Bill
Roberson <william.roberson@itd.idaho.gov>; Brittany Stottlemire <brittany.stottlemire@avistacorp.com>; CDA
GARBAGE <jennifer@cdagarbage.com>; CDA Press <BBLITZ@cdapress.com>; Chad Polak <Chad.M.Polak@p66.com>;
Charles Lane <Charles.Lane@charter.com>; CHARTER <DLwest-pnw-construction@charter.com>; Chris Riedeman
<criedeman@kec.com>; D1Permits <d1permits@itd.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden
<danselden@hotmail.com>; Dana Marsh <dana.marsh@tdstelecom.com>; David Callahan <dcallahan@kcgov.us>; David
Fair <dfair@postfalls.gov>; David Sauer (ZiPLY) <david.sauer@ziPLY.com>; Dena Naccarato <dnaccarato@273.com>;
Devin Weeks <dweeks@cdapress.com>; Dewey, Kristina <kristina.a.dewey@usps.gov>; Diane URA
<dianepfura@gmail.com>; Dylan Owens <dylan.owens@tdstelecom.com>; Ellen Smith <ellen.smith@itd.idaho.gov>;
Erik Ketner <eketner@phd1.idaho.gov>; Erin Butler <ebutler@sd273.com>; Ethan Porter <eporter@postfalls.gov>; Field
Herrington <fherrington@postfalls.gov>; Greta Gissel <greta@connectkootenai.org>; Heidi <heidig@inlander.com>;
Heidi Varney <hvarney@postfallsidaho.org>; J Mcmillin <jmcmillin@postfallspolice.com>; Jacob Bell
<jacob.bell@tdstelecom.com>; Jame Davis <jame.davis@intermaxteam.com>; Jason Faulkner
<jfaulkner@postfallsidaho.org>; Jason Kimberling <jason.kimberling@itd.idaho.gov>; Jennifer Poindexter
<jcresci@postfallsidaho.org>; Jeryl Archer <jeryla@kootenaifire.com>; jhofer@kec.com; JHolderman@KEC.com; Jodi
Meyer <jmeyer@postfallsidaho.org>; John Beacham <jbeacham@postfallsidaho.org>; Jonathon Manley
<jmanley@postfalls.gov>; Judah Lopez <judah_lopez@tranacanaca.com>; Justin Miller <jmiller@postfallsidaho.org>;
Keeler <keeler.white@twcable.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kirk <Kirk.Hobson@charter.com>;
Kirk Hobson <kirk.hobson@twcable.com>; KMPO <Gmiles@kmpo.net>; Kootenai Electric <mblyton@kec.com>;
Kootenai Electric <mnewcomer@kec.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie McEnroe
<kristie.mcenroe@deq.idaho.gov>; Laura Jones <ljones@postfallsidaho.org>; lauriep@kootenaifire.com; Lynn Sandsor,
AECOM <lynn.sandsor@aecom.com>; Martina <martina@eastgreenacres.org>; Marvin Fenn
<marvin.fenn@itd.idaho.gov>; Matthew Jones, BNSF <matthew.jones@bnsf.com>; Media <media@postfallsidaho.org>;
Michael Allen <MAllen@postfallspolice.com>; Michael Thomas, P.E. <mthomas@kec.com>; Monica Miller
<momiller@quantatelcom.com>; Naomi Tierney <ntierney@postfalls.gov>; PFHD <contactus@postfallshd.com>; PFPD
<admin@postfallspolice.com>; Phillip Evander <PEvander@kec.com>; Post Falls Chamber
<pam@postfallschamber.com>; Preston Hill <phill@postfallsidaho.org>; Rob Palus <rpalus@postfalls.gov>; Robert Seale
<rseale@postfalls.gov>; Rod CDA Garbage <Rod@cdagarbage.com>; Ross Point Water <rosspointwater@frontier.com>;
Ryan Goff <ryan.goff@tdstelecom.com>; Scott Davis <sdavis@kec.com>; Shannon Howard <showard@postfalls.gov>;
Shelly Enderud <senderud@postfalls.gov>; Stacy Simkins <stacy.simkins@itd.idaho.gov>; Stephanie Herman
<speugh@postfallsidaho.org>; Steven Kjergaard <skjergaard@kcgov.us>; Symone Legg <symone.legg@itd.idaho.gov>;
Teresa Benner <tbenner@postfalls.gov>; Thomas Gwin <thomas.gwin@twcable.com>; Tisha Gallop
<tgallop@postfalls.gov>; Towry, Kristie <kmtowry@bpa.gov>; Wade Meyer <wmeyer@postfalls.gov>; Warren M
<warrenm@kootenaifire.com>; Warren Wilson <wwilson@postfallsidaho.org>; Wilson, Ron <Ron@eastgreenacres.org>;
James Steffensen <james.steffensen@bannerbank.com>; Kevin Ward (gatheredfamilyrestaurant@gmail.com)

<gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Nancy Hampe <nancyradiantlake@gmail.com>; Ray Kimball <rkimball@whipplece.com>; Ross Schlotthauer <ross@burlyproducts.com>; Vicky Jo Carey <vjcarey@aol.com>

Subject: The Housing Company Zone Change File No. ZC-23-1

Good morning,

Attached is the notice to jurisdiction for the named zone change; for the Council Meeting on June 6th. The draft staff report will be on the city's website shortly.

Please Note my new email address is amberb@postfalls.gov

Thank you,

Amber Blanchette
Planning Specialist
Phone: 208-457-3338
Email: amberb@postfalls.gov



Fear is an illusion, ready to be overcome...

The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail. Although this email has been scanned for the possible presence of computer viruses prior to dispatch, we cannot be held responsible for any viruses or other material transmitted with, or as part of, this email without our knowledge.

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:


I am writing to express my enthusiastic support for the St. Vincent de Paul North Idaho Workforce Housing, mixed use project proposed for 210 West Seltice Avenue, Post Falls. A project aimed at providing affordable housing to low-income families and individuals in North Idaho.

For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission. Since the 1950's, Avista/WWP has partnered and supported St. Vincent de Paul on many of the campaigns to improve basic human needs for citizens across North Idaho. Avista will continue this support knowing that Workforce Housing is the biggest challenge this community has experienced in decades.

Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community.

I urge you to support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need.

Thank you for your consideration.
Sincerely,





BOYS & GIRLS CLUBS
OF KOOTENAI COUNTY

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:

I am writing to express my support for the St. Vincent de Paul North Idaho Workforce Housing, mixed use project proposed at 210 West Seltice Avenue, Post Falls. This project will help provide affordable housing to low-income families and individuals in North Idaho.

St. Vincent de Paul North Idaho is committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission.

Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community.

Please support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need.

Thank you for your consideration.

Sincerely,

Mark Kuhnhausen
Executive Director



CDAIDE.PO Box 1042.Coeur d'Alene, ID 83816

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

April 7, 2023

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:

I am writing because I want to express my support for St. Vincent de Paul's North Idaho Workforce Housing, mixed use project proposed for 210 West Seltice Avenue, Post Falls. This will help provide much needed affordable housing to low-income families and individuals in our region.

For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission.

Workforce Housing is particularly important in our region due to the increased cost of living we have seen over the past few years but the lack of increased wages for many of our service industry workers. They fulfill an essential role in the commerce of our region as the businesses they work for bring tourism dollars into our community.

I think St. Vincent de Paul's project is critical to our community and I encourage you to support the rezoning to ensure its success. Let's work together to make our region a place where people can afford to live and work.

Sincerely,

Jason Nye
Executive Director
CDAIDE

Children's Village is a trauma responsive safe haven, restoring trust and hope for children and families who experience abuse, neglect, or are in crisis.



May 19, 2023

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

Re: St. Vincent de Paul North Idaho

Mr. Manley:

I am reaching out to you regarding the discussion of zone change requested by St. Vincent de Paul. In service to our community for over 34 years, Children's Village serves our community through respite housing and emergency shelter for children aged 0-12 male and 0-18 female.

Over the last three years, we have experienced a surge in need for our shelter and respite services; the rate of homelessness that has caused this surge has been a concern for Children's Village. While we *are* able to take the children and sibling groups within our age groups, we are not able to retain the family unit due to our inability to serve their parents and older siblings.

Though I do not know the solution to our problem, I do encourage the planning department to holistically consider the compounded issue at hand, and any solutions that can contribute to the solve.

North Idaho is beautiful because of our ability to take care of each other. Given the opportunity to make changes to appropriate rules that could change our community safety net, I encourage you to do so.

If ever we can assist you in this goal, please don't hesitate to ask.

With gratitude for your time,

Vanessa Moos, MPA
Chief Executive Officer
vmooos@thechildrensvillage.org
Children's Village

Exhibit PC-4



Connect Kootenai

April 6, 2023

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: St. Vincent de Paul

Dear Mr. Manley:

I am writing to express the need for projects that support our local workers. The St. Vincent de Paul North Idaho Workforce Housing, mixed use project proposed for 210 West Seltice Avenue, Post Falls is a project aimed at providing affordable housing to low-income families and individuals in North Idaho.

Connect Kootenai is a nonprofit organization dedicated to protecting and preserving local worker housing. We have been entrusted with the Regional Housing Growth Issues Partnership, www.rhgiip.com. Housing is our primary focus and projects like this help keep our communities alive, our culture preserved, and help those who have been impacted by the housing crisis.

For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission.

Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community.

Together, we can make a difference in the lives of those in our community who are most in need.

Thank you for your consideration.

Sincerely,

Greta Gissel

www.connectkootenai.org
greta@connectkootenai.org
418 E. Lakeside Ave.
Coeur d'Alene, ID 83814
208-450-2620



May 19, 2023

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:

I am writing to express Disability Action Center's enthusiastic support for the St. Vincent de Paul North Idaho Workforce Housing mixed use project proposed for 210 West Seltice Avenue in Post Falls. This project aimed at providing affordable housing to low-income families and individuals in North Idaho is desperately needed, and to have St. Vincent DePaul heading up the project is a major plus.

For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission.

Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community.

We urge you to support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need with a positive result for those people and for the community as a whole.

We are as strong as all our pieces. Thank you for your consideration.

Sincerely,

Mark Leeper, Executive Director

Exhibit PC-6

505 N. MAIN ST.
MOSCOW . IDAHO 83843
infos@dacnw.org
208.883.0523 VOICE.TTY
1.800.475.0070
208.883.0524 FAX

330 5TH STREET
LEWISTON, IDAHO 83501
infolew@dacnw.org
208.746.9033 VOICE.TTY
1.888.746.9033
208.746.1004 FAX

3726 E. MULLAN AVE.
POST FALLS, IDAHO 83854
info@dacnw.org
208-457-3891 VOICE.TTY
208-457-3893 FAX

25 W MAIN, 3RD FLOOR N2
SPOKANE, WASHINGTON 99201
mels@dacnw.org
208.618.1191



Transforming lives for homeless children & their families

April 10, 2023

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:

I am writing to express my enthusiastic support for the St. Vincent de Paul North Idaho Workforce Housing, mixed use project proposed for 210 West Seltice Avenue, Post Falls. A project aimed at providing affordable housing to low-income families and individuals in North Idaho.

For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission. St. Vincent de Paul has a successful history of opening, accommodating, and maintaining a variety of housing for vulnerable and greatest need housing populations.

Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community.

I urge you to support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Cindy Wood".

Cindy Wood
Executive Director
Family Promise of North Idaho
501 E Wallace Ave.
Coeur d'Alene, ID 83814

PO Box 3682

Coeur d'Alene, ID 83816

208-777-4190

www.FamilyPromiseNI.org

HELP * HOPE * HOME



Exhibit PC-7



Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:

I am writing to express my enthusiastic support for the St. Vincent de Paul North Idaho Workforce Housing, mixed use project proposed for 210 West Seltice Avenue, Post Falls. A project aimed at providing affordable housing to low-income families and individuals in North Idaho.

For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission.

Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community.

I urge you to support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Carrie Ward". The signature is fluid and cursive, with the first name being more prominent.

Carrie Ward
Executive Director
HomeShare Kootenai County, Inc.

Exhibit PC-8



KootenaiHealth

2003 Kootenai Health Way
Coeur d'Alene, ID 83814
208.625.4000 tel
kh.org

April 21, 2023

Mayor Ron Jacobson and Councilmembers
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: Letter of Support for St. Vincent de Paul North Idaho

Dear Mayor Jacobson and Councilmembers:

We are writing to express support for the St. Vincent de Paul North Idaho Workforce Housing mixed-use project, proposed for 210 West Seltice Avenue, Post Falls. This project is aimed at providing affordable housing to low-income families and individuals in North Idaho.

For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a strong example of that commitment and extension of that mission.

Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community.

We urge you to support this project to help provide affordable housing. Together, we can make a difference in the lives of those in our community.

Thank you for your consideration.
Sincerely,

Jon Ness
CEO, Kootenai Health

Chad Murray
Board Chair, Kootenai Health Foundation



**Mountain
West Bank**

101 Ironwood Dr., Suite 210 | Coeur d'Alene, ID 83814

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:

I am writing to express my enthusiastic support for the St. Vincent de Paul North Idaho Workforce Housing, mixed use project proposed for 210 West Seltice Avenue, Post Falls. A project aimed at providing affordable housing to low-income families and individuals in North Idaho.

For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission.

Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community.

Mountain West Bank looks for opportunities to support community partners and has a history of collaboration with St. Vincent de Paul of North Idaho. This project would be a positive impact in the community and seek to support the growing need of housing for those most in need.

I urge you to support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need.

Thank you for your consideration.

Sincerely,

Scott C. Anderson

President and Chief Executive Officer

p: (208) 415-5581

c: (509) 630-1647

scanderson@mountainwestbank.com

101 Ironwood Drive, Suite 210

Coeur d'Alene, ID 83814

Exhibit PC-10

Today. Tomorrow. Together.

MountainWestBank.com |  **FDIC**



MURRAY GROUP

EMPLOYEE BENEFITS CONSULTING

Mark Woodworth
Vice President of Sales
mark@murraygr.com | 208.765.2620

April 5, 2023

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Hello Jon:

I am writing to express my enthusiastic support for the St. Vincent de Paul North Idaho Workforce Housing, mixed use project proposed for 210 West Seltice Avenue, Post Falls. This project is aimed at providing affordable housing to low-income families and individuals in North Idaho.

As a benefits consulting firm, we see firsthand the struggle many of our clients are having to fill all the jobs they are offering. In fact, there are many manufacturers in Post Falls that have increased wages drastically, but those increases can't keep up with the cost of living in our community. Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community.

For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this Workforce Housing project is a perfect example of that commitment and extension of their mission.

I urge the City of Post Falls to support the rezoning of this project to ensure its success. Together, we can all make a difference in the lives of those in our community who are most in need, and those that want to employ them.

Thank you for your consideration.

Sincerely,

Mark Woodworth

Exhibit PC-11



NEWBY-GINNINGS of North Idaho, Inc.
570 S Clearwater Loop Unit A
Post Falls, ID 83854
208-610-6996

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:

I am writing to express my enthusiastic support for the St. Vincent de Paul North Idaho Workforce Housing, mixed use project proposed for 210 West Seltice Avenue, Post Falls. A project aimed at providing affordable housing to low-income families and individuals in North Idaho.

For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission. Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community.

Newby-ginnings also serves those in need with well over 5500 Veteran, active military and Gold Star Families enrolled in our program. Every day we encounter hard working families that are struggling to avoid homelessness or find housing that they can afford.

It is with great excitement that I have learned about this project. Please know that all of us at Newby-ginnings whole-heartedly support the proposal.

I urge you to support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need.

Thank you so much for your consideration. Please feel free to contact me at any time if I can answer any questions.

Sincerely,

Theresa Hart
Founder/Executive Director
Newby-ginnings of North Idaho, Inc.
Mother of SPC Nicholas Newby
KIA Baghdad, Iraq 7-7-11

Exhibit PC-12

In Loving Memory of SPC Nicholas Newby, KIA 7-7-11, Baghdad, Iraq



NORTHWEST SPECIALTY HOSPITAL

QUALITY CARE SINCE 2003 | PROUDLY OWNED AND OPERATED BY PHYSICIANS

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:

I am writing to express my enthusiastic support for the St. Vincent de Paul North Idaho Workforce Housing, mixed use project proposed for 210 West Seltice Avenue, Post Falls. A project aimed at providing affordable housing to low-income families and individuals in North Idaho.

For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission.

Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community.

I urge you to support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need.

Thank you for your consideration.

Sincerely,

Rick Rasmussen

Northwest Specialty Hospital, CEO



Panhandle Health District

Healthy People in Healthy Communities

Public Health
Prevent. Promote. Protect.

Panhandle Health District



April 6, 2023

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:

On behalf of Panhandle Health District (PHD), I am writing to express my enthusiastic support for the St. Vincent de Paul North Idaho Workforce Housing, mixed use project proposed for 210 West Seltice Avenue, Post Falls. A project aimed at providing affordable housing to low-income families and individuals in North Idaho.

For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission. Everyday PHD encounters patients and clients that are challenged by the housing crisis in North Idaho. PHD is frequently unable to hire due to the inability of applicants to find affordable housing.

Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community.

I urge you to support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need.

Thank you for your consideration.

Sincerely,

Don Duffy
District Director
208-415-5163

Exhibit PC-14

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

Sandpoint –
Bonner County
2101 W. Pine St.
Sandpoint, ID
83864
208.263.5159

Kellogg –
Shoshone County
35 Wildcat Way
Kellogg, ID
83837
208.786.7474

Bonnors Ferry –
Boundary County
7402 Caribou St.
Bonnors Ferry, ID
83805
208.267.5558

St. Maries –
Benewah County
137 N. 8th St.
St. Maries, ID
83861
208.245.4556



April 17, 2023

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:

I am writing to convey support for the St. Vincent de Paul North Idaho Workforce Housing, mixed use project proposed for 210 West Seltice Avenue, Post Falls. A project aimed at providing affordable housing to low-income families and individuals in North Idaho.

The Post Falls Food Bank serves the population that will benefit greatly from more affordable housing. It is the single greatest need in Kootenai County. For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission.

Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community.

I urge you to support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Leslie Orth", with a long horizontal line extending to the right.

Leslie Orth, Executive Director
Post Falls Food Bank

Exhibit PC-15



850 North 4th Street
Coeur d'Alene, ID 83814
(208) 664-9303
SafePassageID.org

Sally A. Winn, CEO

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

BOARD OF DIRECTORS

Nancy Almond
Heather Case
Megan Dardis-Kunz
Ranee Goodwin
Megan Lorincz
Dana Morris Lee
Deborah Rose
Marvin Sears
Laura Tenneson

April 7, 2023

Dear Mr. Manley:

I am writing to express my enthusiastic support for the St. Vincent de Paul North Idaho Workforce Housing, mixed use project proposed for 210 West Seltice Avenue, Post Falls. A project aimed at providing affordable housing to low-income families and individuals in North Idaho.

For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission.

Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community and the vast majority of domestic violence survivors escaping violent homes.

I urge you to support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sally A. Winn, J.D.', with a large, sweeping flourish extending to the right.

Sally A. Winn, J.D.
CEO

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:

I am writing to express my enthusiastic support for the St. Vincent de Paul North Idaho Workforce Housing, mixed use project proposed for 210 West Seltice Avenue, Post Falls. A project aimed at providing affordable housing to low-income families and individuals in North Idaho.

For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission.

St. Vincent de Paul has generously donated warehouse space to Safety Net for use by our nonprofit for over a year. This gift has allowed our nonprofit to serve young adults aging out of foster care with furnishings for their first apartments.

Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community.

I urge you to support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need.

Thank you for your consideration.

Sincerely,

Jenny Hurd | Program Director
Safety Net InlandNW
T: 509-868-6781 | E: admin@safetynetinlandnw.org
PO Box 13706 | Spokane Valley, WA 99213



Safety Net
— InlandNW —



The Salvation Army Ray & Joan
Kroc Corps Community Center

1765 W Golf Course Road
Coeur d'Alene, Idaho 83815
208.667.1865 Phone
206.298.4130 Fax

www.kroccda.org

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:

I am writing to express my enthusiastic support for the St. Vincent de Paul North Idaho Workforce Housing, mixed use project proposed for 210 West Seltice Avenue, Post Falls. A project aimed at providing affordable housing to low-income families and individuals in North Idaho.

For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission.

Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community.

I urge you to support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need.

Thank you for your consideration.

Sincerely,

Don Gilger

Major Don Gilger | Executive Director

The Salvation Army Kroc Center

1765 W Golf Course Rd | Coeur d'Alene, ID 83815

208.217.3855 | www.kroccda.org



Exhibit PC-18

FRIENDS. LEARN. LIVE. HEALTH. ARTS. NEIGHBORHOOD. FITNESS. EN
ETHER. ACT. COMMUNITY. TEACH. BELIEVE. GIVE. FAMILY. DREAM
H. FRIENDS. LEARN. SPLASH. LAUGH. HEAL. INSPIRE. **PLAY.** BELIEVE

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:

On behalf of United Way of North Idaho, I am writing in support of the St. Vincent de Paul North Idaho Workforce Housing, mixed use project proposed for 210 West Seltice Avenue, Post Falls. As I have learned, the project is aimed at providing affordable housing to low-income families and individuals in North Idaho.

Since our first report in 2016, the ALICE Project (www.UnitedForALICE.org/Idaho) shows us that more than 40% of households in Kootenai County are struggling to make ends meet. Most of those are working, but still struggling to meet the increasing costs of living.

For over 75-years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission. We are proud to have partnered with them for years, and will continue to do so.

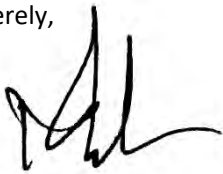
Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community.

Our role in the Regional Housing and Growth Issues Partnership has shown us there are options for keeping housing costs reasonable for future generations; and one of them is affordable worker housing.

I urge you to support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need.

Thank you for your consideration.

Sincerely,



Mark A. Tucker, MNM
Executive Director
United Way of North Idaho

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

April 18, 2023

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:

Please consider my heartfelt support of the St Vincent de Paul Idaho Workforce Housing and Mixed-Use project at 210 W. Seltice Ave., Post Falls.

As a Realtor in this community for almost 40 years, I recognize that the need for workforce housing is more crucial than it has ever been. This project would provide much needed affordable housing to low-income families and individuals in North Idaho.

In addition, I believe the Mixed Use designation would provide a welcomed retail opportunity for the residents of Post Falls and provide a much needed revenue source for St. Vincents, which has served those in need in our community for over 75 years.

In conclusion, the project will greatly improve the beauty and function of this property on E. Seltice when it replaces the existing structures located there now.

I urge you to support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Pat Krug". The signature is written in a cursive, flowing style.

Patricia Krug
Designated Broker and Co-Owner Windermere Coeur d'Alene Realty
Coeur d'Alene Post Falls Hayden

DONALD R. SMOCK

Jon Manley
Planning Manager
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

April 19, 2023

RE: SVDP North Idaho – Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:

Please consider my support of the St Vincent de Paul Idaho Workforce Housing and Mixed Use proposal for 210 W. Seltice Ave., Post Falls.

As the next door larry land owner of a Post Falls city block, I recognize that this project will greatly improve an underdeveloped, and quite frankly, unattractive property. It will also bring significant value to the community by providing a crucial need for workforce housing. Many hard-working citizens in our community are struggling to afford market-rate rents and this project will help serve that need.

I urge you to support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need.

Thank you for your consideration.

Sincerely,

Donald R. Smock President
Windermere Coeur d'Alene Realty
Coeur d'Alene Post Falls Hayden
1616 Seltice Way, Post Falls, Idaho, 1000 NW Blvd CDA, Idaho



May 25, 2023

Jon Manley
Planning Manager
City of Post Falls
408 N. Spokane St.
Post Falls, ID 83854

Re: SVDP North Idaho - Letter of Support for Zone Change #ZC-23-1

Dear Mr. Manley:

I am writing to express Innovia Foundation's support for the St. Vincent de Paul North Idaho Workforce Housing mixed-use project proposed for 210 West Seltice Avenue, Post Falls. This project is aimed at providing affordable housing to low-income families and individuals in North Idaho. For over 75 years, St. Vincent de Paul North Idaho has committed to serving those in need, and this project is a perfect example of that commitment and extension of that mission.

Workforce Housing is particularly important because it will provide housing for people who work in our community but cannot afford market-rate rents. This includes essential employees who play a critical role in our community. We urge you to support the rezoning of this project to ensure its success. Together, we can make a difference in the lives of those in our community who are most in need.

Innovia Foundation is committed to investing in programs and projects supporting low-income families and individuals in this region. Our recent grants include \$61,000.00 awarded to the Post Falls Food Bank, as well as \$6,250.00 awarded to the Post Falls Senior Center to support those who are directly in the community.

Innovia would like to express its support for these rezoning efforts to develop workforce housing, which will have a significant positive impact on the city of Post Falls.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shelly O' Quinn".

Shelly O' Quinn
CEO

Exhibit PC-22

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 06/06/2023

DATE: 05/31/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: D-Bat Facility Zone Change Ordinance File No. ZC-22-6

ITEM AND RECOMMENDED ACTION:

With the approval of the Ordinance Agenda, City Council authorizes the mayor's signature on the Ordinance for the D-Bat Facility Zone Change.

DISCUSSION:

The applicant, SLCK Commercial Properties LLC, requested a Zone Change on approximately 2.13-acres from Heavy Industrial (HI) to Industrial (I) within the City of Post Falls. The property is generally located on the east side of Commerce Loop, north of 6260 E. Commerce Loop, and is approximately 300-feet south of Seltice Way.

On January 10, 2023 a public hearing was held before the Planning and Zoning Commission. After hearing the staff report and testimony the Commission moved to recommend approval of the requested Zone Change. After City Council received the staff report and testimony the moved to approve the requested Zone Change on February 21, 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. _____

**D-Bat Zone Change (Approx. 2.16 ACRES on East Side of Commerce Loop)
(File No. ZC-22-6)**

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

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

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

Section 1: That the zoning classification for the approximately 2.16-acre parcel described below is changed from Heavy Industrial (HI) to Industrial (I).

Legal Description:

A parcel of land located in the Southwest Quarter of Section 5, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the southwest corner of the Southeast Quarter of Section 5, Township 50 North, Range 4 West, Boise Meridian, from which the southeast corner of said Southeast Quarter of Section 5, bears South 89°59'11" East, a distance of 2652.75 feet;

Thence North 01°25'42" West along said east line of said Southwest Quarter of Section 5, a distance of 942.69 feet to the Point of Beginning;

Thence North 86°17'30" West leaving said east line of the Southwest Quarter of Section 5, a distance of 671.36 feet to the east right-of-way line of East Commerce Loop;

Thence North 01°25'42" West along said east right-of-way line of East Commerce Loop, a distance of 78.23 feet;

Thence South 88°28'41" East leaving said east right-of-way line of East Commerce Loop, a distance of 286.04 feet;

Thence North 01°10'04" East, a distance of 101.92 feet;

Thence South 83°56'05" East, a distance of 381.64 feet to the east line of said Southwest Quarter of Section 5;

Thence South 01°25'42" East along said east line of the Southwest Quarter of Section 5, a distance of 175.66 feet to the Point of Beginning;

Containing 94,008 square feet, or 2.158 acres more or less.

Section 2: The property described above in Section 1 will be designated as Industrial (I) on the official Zoning Map of the City of Post Falls.

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

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

PASSED by the City Council upon roll call vote on the 21st day of February 2023, and **APPROVED** by the Mayor on the ___ day of _____, 2023.

Ronald G. Jacobson, Mayor

ATTEST: Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. _____

The City of Post Falls, Kootenai County, Idaho hereby gives notice of the adoption of Post Falls Ordinance No. _____, rezoning certain property located on the east side of Commerce Loop, north of 6260 E. Commerce Loop, and approximately 300-feet south of Seltice Way, from Heavy Industrial (HI) to Industrial (I). The rezoned property is legally described as:

A parcel of land located in the Southwest Quarter of Section 5, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Commencing at the southwest corner of the Southeast Quarter of Section 5, Township 50 North, Range 4 West, Boise Meridian, from which the southeast corner of said Southeast Quarter of Section 5, bears South 89°59'11" East, a distance of 2652.75 feet;

Thence North 01°25'42" West along said east line of said Southwest Quarter of Section 5, a distance of 942.69 feet to the Point of Beginning;

Thence North 86°17'30" West leaving said east line of the Southwest Quarter of Section 5, a distance of 671.36 feet to the east right-of-way line of East Commerce Loop;

Thence North 01°25'42" West along said east right-of-way line of East Commerce Loop, a distance of 78.23 feet;

Thence South 88°28'41" East leaving said east right-of-way line of East Commerce Loop, a distance of 286.04 feet;

Thence North 01°10'04" East, a distance of 101.92 feet;

Thence South 83°56'05" East, a distance of 381.64 feet to the east line of said Southwest Quarter of Section 5;

Thence South 01°25'42" East along said east line of the Southwest Quarter of Section 5, a distance of 175.66 feet to the Point of Beginning;

Containing 94,008 square feet, or 2.158 acres more or less.

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

Shannon Howard, City Clerk

Publish once in the city's official newspaper.

STATEMENT OF LEGAL ADVISOR

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

DATED this day of , 20 .

Warren J. Wilson, City Attorney

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS
MEETING DATE: June 6, 2023**

DATE: May 26, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Andrew Arbini, Projects Division Manager
SUBJECT: Tertiary Treatment Upgrade – Special Inspections, Request for Increase of Contract Amount

ITEM AND RECOMMENDED ACTION: City Council authorizes the mayor to approve the request to increase the contract value with Allwest Testing and Engineering.

DISCUSSION: The construction of the Tertiary Treatment Upgrades requires the inspection and oversight of materials and installation of components related to the construction of the project. In September of 2022, Council approved Staff's recommendation to increase Allwest's contract. At the time, the cost of this increase included the services estimated to complete the work elements of the project, primarily, paving, fire blocking, compaction testing and misc. bolting and welding.

Testing and inspection services continue as a result of the overall delay in the completion of the project. While the delayed completion is extending the duration of construction work, the changes in work sequence tend to result in a decrease of efficiency as it pertains to inspection and testing of work. Provisions in the construction contract allow this flexibility or resequencing and is considered a contractor's means and methods in accomplishing work. While the project team continues to seize opportunities to streamline inspection and testing services, this request for increase also includes the necessary services related to known change orders to-date. These changes were not captured in Allwest's original Agreement or as part of the previous request. Where reinspection and quality control are concerned, The City and the contractor have established a method to track and bill related services directly to the appropriate entity for those specific instances.

This request is for an additional \$21,100. The adjusted value of Allwest's Contract with all approved changes to-date will become \$182,071.20.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Request for Increase of Contract Amount with Allwest Testing and Engineering – 9/6/2022
Special Inspections Contract with Allwest Testing and Engineering – 6/16/20

APPROVED OR DIRECTION GIVEN: Council approved all previous items

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: City Council approval authorizes the Request for Increase of Contract in the amount of \$21,100. In the event of changes or modifications to the benefit of the City, Staff requests an additional \$1,000 dollars be added to the remaining contingency of \$1,735.80 for use authorized by the Public Works Director or his designee. The available contingency becomes \$2,735.80. Council approval is for the total requested amount of \$22,100.

BUDGET CODE: 651-463.3213.90015

SUPPORTING DOCUMENTS: Allwest Letter dated May 26, 2023



Construction Materials Testing
Geotechnical Engineering
Environmental Consulting

May 26, 2023

Andrew Arbini
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

**RE: Request for Additional Increase of Contract Amount
City of Post Falls - WRF Tertiary Treatment Improvements
Kootenai County, Idaho
ALLWEST Project No. 119-106T**

ALLWEST is requesting an increase to the adjusted contract amount for construction materials testing and special inspections. A request for an increase in the contract amount of \$18,000 was submitted on August 16, 2022. As the project has progressed to date, we have arrived at the authorized increase amount, yet there is work with asphalt paving, structural steel welding and high strength bolting, along with fire blocking still to be performed. ALLWEST is requesting an additional \$21,100.00 to complete the construction materials testing and special inspections.

We appreciate the opportunity to submit this additional cost request, and we look forward to serving your inspection needs. If you have any questions or need additional information, please do not hesitate to call me at (208) 762-4721.

Sincerely,
ALLWEST

A handwritten signature in black ink, appearing to read "Adam Richter", is written in a cursive style.

Adam Richter
Testing Services Manager

RESOLUTION NO. _____

RESOLUTION ADOPTING CITY OF POST FALLS' FEE SCHEDULE

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

WHEREAS, periodic revisions to fees may be necessary; and

WHEREAS, the City has fees already established; and

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

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

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

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

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

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

The revised fee schedule shall be effective beginning July 17th, 2023, unless another date is otherwise indicated in the resolution, and shall remain in force until revised by subsequent Resolution of the Post Falls City Council.

DATED this ____ day of _____, 2023.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

ATTACHMENT 1 - UTILITY FEES

WATER:

Capitalization Fees:

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

Use Fees:

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

A. BASE FEE FOR ALL USERS:

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

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

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

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

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

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

RECLAIMED WATER:

Capitalization Fees:

Basic Capitalization Fee

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

User Fees:

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

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

SOLID WASTE:

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

FL = Front Load
 RL = Rear Load

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

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

Roll Off Boxes:

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

Special Hauls:

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

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

| | | | |
|----------------------|----------|------|----------|
| 96 Gallon commercial | \$ 11.39 | 4 YD | \$ 41.73 |
|----------------------|----------|------|----------|

| | | | |
|------------|-------|----------|-------|
| 300 Gallon | 18.99 | 6 YD FL | 56.91 |
| 400 Gallon | 25.64 | 6 YD RL | 68.77 |
| 1 YD | 11.39 | 8 YD FL | 74.01 |
| 1.5 YD | 22.76 | 8 YD RL | 83.53 |
| 2 YD | 24.67 | 10 YD RL | 94.80 |
| 3 YD | 30.34 | | |

Bin Placement or Removal:

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

Daily Rent:

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

Other Service Rates:

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

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

MINIMUM MONTHLY UTILITY CHARGE:

The City of Post Falls finds it appropriate and necessary that property owners benefited by

municipal utility systems pay, at a minimum, the fixed capital and operational costs of the utility systems maintained to serve their property. The following provisions establish a base rate for availability of reclaimed water services and allowing a temporary waiver of solid waste collection fees when the property is unoccupied for thirty days or more.

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

MISCELLANEOUS UTILITY FEES:

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

ATTACHMENT 2 - RECREATION FEES

Recreation Activities Fees:

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

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

ATTACHMENT 2 - RECREATION FEES (Continued)

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

ATTACHMENT 2 - RECREATION FEES (Continued)

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

Festival Fees:

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

Centennial Trail User Fee:

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

Contracted Programs:

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

ATTACHMENT 2 - RECREATION FEES (Continued)

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

New Programs:

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

Tournaments

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

Miscellaneous Recreation Fees:

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

ATTACHMENT 3 - PARK FEES

Picnic Shelter Fees:

Grand Pavilion & Tullamore Amphitheater:

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

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

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

Gazebo/Corbin Park/Falls Park/Syringa

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

General Picnic Shelters:

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

Trailhead Shelter

ATTACHMENT 3 - PARKS FEES (Continued)

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

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

ATTACHMENT 3 - PARKS FEES (Continued)

Daily Fees:

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

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

Season Pass **

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

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

Ball/Sports Field Usage Fees:

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

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

Miscellaneous Items:

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

ATTACHMENT 4 - CEMETERY FEES

Burial Lots

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

Blocks 101, 103, 106, 107 & 108

| | | |
|----------|----|----------|
| All lots | \$ | 2,500.00 |
|----------|----|----------|

Double depth lots are 1.5 X the lot cost

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

Niches Blocks 100 -155

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

Opening and Closing - Lots

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

Opening and Closing - Niche

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

Additional to above pricing:

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

Miscellaneous

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

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES

ANNEXATION (Standard)

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

BUILDING

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

TOTAL VALUATION

| |
|------------------------|
| \$1.00 to \$500 |
| \$501 to \$2,000 |
| \$2,001 to \$25,000 |
| \$25,001 to \$50,000 |
| \$50,001 to \$100,000 |
| \$100,001 to \$500,000 |

PERMIT FEE WORKSHEET

| |
|--|
| \$23.50 |
| \$23.50 for the first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000. |
| \$69.25 for the first \$2,000 plus \$14 for each additional \$1,000, or fraction thereof, to and including \$25,000. |
| \$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000. |
| \$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000. |
| \$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000. |

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

| | |
|--------------------------|---|
| \$500,001 to \$1,000,000 | \$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000 |
| \$1,000,001 and up | \$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000, or fraction thereof. |

MECHANICAL PERMIT FEES

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

RESIDENTIAL/COMMERCIAL/INDUSTRIAL

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

MAPS

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

MAILING AND PUBLICATIONS

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

MISCELLANEOUS

Table A-33-A - Grading Plan Review Fees

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

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

Table A-33-B - Grading Permit Fees¹

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

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

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

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

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

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

SUBDIVISION

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

ZONING (Standard & Smart Code)

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

SPECIAL EVENTS

| | |
|----------------------|---|
| Special Event Permit | \$100.00 Parade Fee (No Fee for other events) |
|----------------------|---|

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES

ELECTRICAL

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

PLUMBING

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

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

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

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

IMPACT FEES

| Type of Use | Parks | Public Safety | Streets | Multimodal | Fire/EMS | Total |
|-------------------------------|----------|-------------------------|-------------|------------|----------|-------------|
| Residential | | Per Housing Unit | | | | |
| Multi-Family | \$ 4,657 | \$ 910 | \$ 1,743 | \$ 1,002 | \$ 1,339 | \$ 9,651 |
| Single-Family | \$ 6,256 | \$ 1,223 | \$ 3,082 | \$ 1,347 | \$ 1,339 | \$ 13,247 |
| Non-Residential | | | | | | |
| Commercial /Shopping Center | N/A | \$ 1.20 | \$ 6.15 | \$ 1.32 | \$ 0.67 | \$ 9.34 |
| Office | N/A | \$ 0.47 | \$ 2.40 | \$ 0.51 | \$ 0.67 | \$ 4.05 |
| Light Industrial | N/A | \$ 0.24 | \$ 1.22 | \$ 0.27 | \$ 0.67 | \$ 2.40 |
| Manufacturing | N/A | \$ 0.19 | \$ 0.97 | \$ 0.21 | \$ 0.67 | \$ 2.04 |
| Warehousing | N/A | \$ 0.08 | \$ 0.43 | \$ 0.09 | \$ 0.67 | \$ 1.27 |
| Mini-Warehouse | N/A | \$ 0.07 | \$ 0.37 | \$ 0.08 | \$ 0.67 | \$ 1.19 |
| Elementary School | N/A | \$ 0.62 | \$ 3.18 | \$ 0.68 | \$ 0.67 | \$ 5.15 |
| Middle School/Junior High | N/A | \$ 0.64 | \$ 3.29 | \$ 0.71 | \$ 0.67 | \$ 5.31 |
| High School | N/A | \$ 0.45 | \$ 2.29 | \$ 0.50 | \$ 0.67 | \$ 3.91 |
| Day Care | N/A | \$ 1.52 | \$ 7.76 | \$ 1.66 | \$ 0.67 | \$ 11.61 |
| Church | N/A | \$ 0.34 | \$ 1.71 | \$ 0.37 | \$ 0.67 | \$ 3.09 |
| Assisted Living | N/A | \$ 0.20 | \$ 1.03 | \$ 0.22 | \$ 0.67 | \$ 2.12 |
| Nursing Home | N/A | \$ 0.32 | \$ 1.64 | \$ 0.35 | \$ 0.67 | \$ 2.98 |
| Recreational Community Center | N/A | \$ 1.39 | \$ 7.12 | \$ 1.53 | \$ 0.67 | \$ 10.71 |
| Hotel (per room) | N/A | \$ 404.00 | \$ 2,066.12 | \$ 442.36 | N/A | \$ 2,912.48 |
| Hotel (per sq. foot) | N/A | N/A | N/A | N/A | 0.67 | \$ 0.67 |

ATTACHMENT 6 - PUBLIC SAFETY FEES

All Violations of Title 6 - Animal Control Violations

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

Animal Control Impound Fees

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

Animal Control Licenses

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

Police Department Fees and Fines

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

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

Use of Police Department Community Room

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

False Alarms Fees

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

Title 5 Fees

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

ATTACHMENT 7 - ADMINISTRATIVE FEES

Business Licenses & Regulations

Alcoholic Beverage Licenses

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

Media Department

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

City Hall Area Use Fee

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

Deposit

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

Miscellaneous

| | |
|----------------------|-----------|
| City Street Renaming | \$ 250.00 |
|----------------------|-----------|

ATTACHMENT 8 - LOCAL IMPROVEMENT DISTRICT FEES

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

ATTACHMENT 9 - RECORDS & COPY FEES

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

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

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

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

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

ATTACHMENT 9 - RECORDS AND COPY FEES (Continued)

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

CITY OF POST FALLS
AGENDA REPORT
New Business
MEETING DATE: 06/06/2023

DATE: 05/31/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rob Palus
SUBJECT: I90 SH-41 INTERCHAGE (PROJECT A02(442)), CITY - ITD COOPERATIVE CONSTRUCTION AGREEMENT

ITEM AND RECOMMENDED ACTION:

Staff will be providing a summary of the project, associated improvements and financial impacts of the Cooperative Construction Agreement. After discussion with Council, Staff is requesting Council to authorize the Mayor's signature for the City to enter into the Agreement with the Idaho Transportation Department (ITD). Alternately Council may direct staff in what areas to continue negotiations with ITD.

DISCUSSION:

The Idaho Transportation Department (ITD) is in the process of constructing a new I90 – SH41 (Exit 7) Interchange. Construction started in the fall of 2022 and is estimated to be completed in 2025. The project impacts City streets, modification of traffic signals and City Utilities. To address the impacts to the City's systems, a Cooperative Construction Agreement has been negotiated between ITD and the City over the past 8 months.

Major items of work that involve City financial participation have a total estimated cost of \$1,192,151.65 and include:

- Mullan Ave. / SH-41 Traffic Signal - \$493,839.00
- Water line relocations and modifications - \$637,153.75
- Sanitary sewer modifications - \$31,350.00
- Centennial Trail revisions - \$29,808.90

The Cooperative Construction Agreement outlines the expectations and financial responsibilities of both parties related to construction of the project. The Cooperative Construction Agreement identifies that the City will commence payment of the \$1,192,151.65 to the Sate within 90 days of execution of the agreement via a mutually agreeable payment schedule (undefined). Staff is proposing the payment to occur within City FY2022. Budget amounts shown below allow for contingency. Development of this agreement has involved staff input and representation from Community Development, Public Works, Parks & Recreation, Finance and Legal Services

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$1,278,223.00

BUDGET CODE:

| | | |
|--------------------|------------------------|---------------|
| 034-431.0000.95132 | Street Impact Fees | \$ 543,223.00 |
| 034-431.0000.95132 | Multimodal Impact Fees | \$ 35,000.00 |
| 753-462.1710.95520 | Water | \$ 650,000.00 |
| 651-463.1710.95520 | Water Reclamation | \$ 50,000.00 |

SUPPORTING DOCUMENTS: A copy of the Cooperative Construction Agreement is attached.

COOPERATIVE CONSTRUCTION AGREEMENT
PROJECT NO. A02(442)
I-90, SH-41 IC
KOOTENAI COUNTY

20442

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State, and the **CITY OF POST FALLS** hereafter called the City. This agreement will terminate with the final acceptance of the construction project in accordance with Subsection 105.15 of the 2018 Standard Specifications for Highway Construction.

AGREEMENT:

This agreement shall supersede the previous construction agreement dated 03-06-2020 for SH-41 within the stated limits but shall be complimentary to the Memorandum of Understanding for Maintenance dated _____.

PURPOSE:

The State has scheduled this project to reconstruct SH-41 from Seltice Way to 12th Avenue, and I-90 at the SH-41 Interchange. Work on the project includes roadway and bridge construction, traffic signals, utility work, construction of pedestrian/bike path, and a pedestrian underpass. This Agreement will provide for the responsibilities of the parties regarding construction of the project.

Authority for this Agreement is established by Section 40-317, Idaho Code.

The parties agree as follows:

SECTION I - The State will:

1. Program the construction of the project and execute all necessary agreements with the Federal Highway Administration, securing the Federal Government's pro rata participation in the eligible construction costs.
2. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid, and notify the City thereof.
3. Award a contract for construction of the project based on the successful low bid.
4. Assume its share of all construction and engineering costs for the projects, including but not limited to road and bridge construction, traffic signal installation, illumination, combined use pedestrian/bicycle pathway, utilities, and miscellaneous specialty items necessary to complete the projects. City's financial responsibility for the project is detailed in Exhibit A.

5. Construct the following items and utilities solely at the financial responsibility of the City. The City will reimburse the State 100% of the actual construction cost of these items. Estimated costs for these items are detailed on Exhibit A:
 - a. New potable water lines.
 - b. Extension and protection of existing sanitary sewer lines.
 - c. Specifically requested sections of sidewalk.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the projects in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders.
7. In cooperation with the City, establish and cause to be maintained all detours deemed necessary to best serve the public interests and to expedite the work.
8. Install initial placement of Special Pavement Markings – stop bars, crosswalks, arrows.
9. Furnish and install all official guide signs at junctions of the urban extensions to the state highway system and all confirming and reassurance route markers and guide arrows along the urban extensions of the state highway system necessary to properly identify the State highways.
10. Through issuance of an Encroachment Permit, allow the City to retain, maintain, connect to and improve all existing City-owned water lines, storm sewers, and sanitary sewer now in place on the state highway right-of-way and also new facilities to be installed within the new additional right-of-way.
11. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
12. Upon completion of the projects, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the City summarizing the estimated and actual costs, indicating an adjustment for or against the City. Any excess funds transmitted by the City and not required for the project will be returned within sixty (60) days.
13. Provide to the City of Post Falls as-built plans of the completed project, in hard copy (11x17) and digital (.pdf and AutoCAD) including surveyed locations (Idaho State Plane NAD 83 1992 adjustment Horizontal and NAVD 1988 vertical) of Sanitary Sewer cleanouts, manholes, termini of sewer mains and services, drywells, water valves and meters, fire hydrants, water main casing termini, water main bends and fittings installed by the project.
14. Coordinate the review and concurrence of the City for change orders that will impact the City's financial obligation to the project.

SECTION II - The City will:

1. Within ninety (90) days of full execution of this agreement, begin paying the State the actual sum represented by their share of work approved and awarded calculated to be \$1,192,151.65 via a mutually agreeable payment schedule with all remaining balance due on or before final acceptance of the project.
2. Remit funds owed the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD>.
3. If the City's share exceeds the amount set forth in Section II, Paragraph 1, upon notification by the State, transmit to the State the City's share of such excess cost or enter into an agreement to pay such excess cost on a mutually agreeable payment schedule.
4. Upon receipt of the statement referred to in Section I, Paragraph 12, indicating an adjustment in cost against the City, promptly remit to the State that amount through the ITD Payment Portal.
5. Cooperate with the State in the selection and designation of suitable detour(s) routing during project construction.
6. Cooperate with the State in the timely review and approval of change orders that impact City owned Utility Work (Water lines and Sanitary Sewer lines- Exhibit "A" Item 2)

SECTION III – General:

1. Sufficient Appropriation. It is understood and agreed that the State and City are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate either beyond the term of any particular appropriation of funds by the Federal Government, the State Legislature or City Council as may exist from time to time. The State and the City reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government, the legislature of the State of Idaho or the City Council fails, neglects or refuses to appropriate sufficient funds as may be required for the State or the City to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.
2. This Agreement shall become effective on the first date mentioned above and shall remain in full force and effect until amended or replaced upon the mutual consent of the State and the City.

EXECUTION:

This Agreement is executed for the State by its District Engineer for District One, and executed for the City by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Post Falls.

IDAHO TRANSPORTATION DEPARTMENT

District Engineer

ATTEST:

CITY OF POST FALLS

City Clerk

Mayor

(SEAL)

By regular/special meeting
on_____.

Exhibit A

Distribution of Costs of Construction

1) City financial obligation for traffic signals (pro-rated based on number of additional signalized lanes entering the intersection from City Streets).

a. Mullan Avenue & SH-41: (City = 33.3% (2 of 6), State = 66.7%)

- Estimated Total Cost = \$1,483,000.00
- Mullan Ave – 2 lanes (1 lane from each direction, east & west)
- SH 41 – 4 lanes (2 lanes from each direction, north & south)
 - City Portion = \$ 493,839.00
 - State Portion = \$ 989,161.00

2) Utility work - City of Post Falls owned:

- Water lines:

| | | | | | |
|-----------|------------|----------|---|--------------|---------------------|
| S600-045A | 6" PVC | 19 LF | @ | \$210.00 | \$3,990.00 |
| S600-045B | 8" PVC | 60 LF | @ | \$225.00 | \$13,500.00 |
| S600-045C | 12" PVC | 1,874 LF | @ | \$140.00 | \$262,360.00 |
| S600-045D | 18" PVC | 315 LF | @ | \$315.25 | \$99,303.75 |
| S901-05J | R&R FH | 3 EA | @ | \$7,000.00 | \$21,000.00 |
| S901-05O | 6" GV | 1 EA | @ | \$2,500.00 | \$2,500.00 |
| S901-05P | 8" GV | 2 EA | @ | \$3,250.00 | \$6,500.00 |
| S901-05Q | 12" BFV | 2 EA | @ | \$6,500.00 | \$13,000.00 |
| S901-05R | 18" BFV | 2 EA | @ | \$12,500.00 | \$25,000.00 |
| S904-05E | 24" CASING | 1 LS | @ | \$190,000.00 | <u>\$190,000.00</u> |

Sub-total \$637,153.75

- Sanitary Sewer lines:

| | | | | | |
|----------|-----------------|-------|---|----------|--------------------|
| 605-205A | 4" SAN SEW PIPE | 14 LF | @ | \$325.00 | \$4,550.00 |
| S911-05G | SPLIT CASING | 40 LF | @ | \$670.00 | <u>\$26,800.00</u> |

Sub-total \$31,350.00

3) Centennial Trail Revisions - City of Post Falls owned:

- Ross Pt/3rd Ave

| | | | | | |
|----------|-----------|--------|---|----------|-------------------|
| 615-651A | Traf Sep | 261 LF | @ | \$67.10 | \$17,513.10 |
| 614-025B | Curb Ramp | 10 SY | @ | \$511.50 | \$5,115.00 |
| 614-015A | SDWK | 96 SY | @ | \$74.80 | <u>\$7,180.80</u> |

Sub-total \$29,808.90

Total \$1,192,151.65

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: June 6, 2023**

DATE: May 26, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jaxon Fleshman, Project Manager
SUBJECT: 12th Ave Force Main Phase 1 – Authorization for Pre-Construction Services

ITEM AND RECOMMENDED ACTION: City Council approves the Authorization for Pre-Construction Services with J-U-B Engineers and for the Mayor to sign the Authorization for Services.

DISCUSSION: Identified in the 2018 Collections Master Plan, a force main pipeline is needed to convey wastewater flows from 12th Ave Lift Station to the Water Reclamation Facility (WRF). A sewer diversion study, performed by Keller Associates, confirmed an option to construct the first mile of force main with an interim discharge in the vicinity of Sugar Maple Trail and 12th Avenue. Construction Management Services are required for the observation and oversight for the construction of this work.

City Staff received a Statement of Qualifications (SOQ) from Keller Associates and J-U-B Engineers as two of the firms listed in the Construction Management category of the City's Consultant Roster. In reviewing scoring criteria, goals and specifics of this project, Staff selected J-U-B Engineers to provide construction CMS. This initial scope with J-U-B includes time for coordination with Keller and the City to establish the goals, risks, and roles of the project to inform the necessary level of CMS. Additionally, in recognizing the impact this project will have on the motoring public and residents along this corridor, this scope includes the development of a Public Involvement Plan to facilitate the engagement of project stakeholders and the public.

A full scope for Construction Management Services is anticipated for Council's consideration, prior to construction. It may be possible for construction to begin by late 2023 with timing dependent on a final design and contractor availability. However, it is anticipated that construction of the first phase of force main will be completed by the end of 2024.

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

APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: City Council approval authorizes the Mayor to sign the Authorization for the Pre-Construction Services Agreement with J-U-B Engineers in the amount of \$21,000. In the event additional tasks or services are required, the Public Works Director or his designee is authorized to direct the consultant to perform those tasks, up to a 10% contingency in the amount of \$2,100. Council approval is for the requested amount of \$23,100. Funding for this Agreement will come from the 12th Ave Force Main Budget.

BUDGET CODE: 652-463.3228.95520

SUPPORTING DOCUMENTS: J-U-B Agreement and Scope

CITY OF POST FALLS:

City of Post Falls Idaho
408 N. Spokane Street
Post Falls, ID 83854

City Contract Administrator: John Beacham, Public Works Director. Phone: (208) 457-3374
Email: jbeacham@postfalls.gov

City Project Manager: Jaxon Fleshman, Project Manager, Public Works. Phone: (208)
262-7357 Email: jfleshman@postfalls.gov

CONSULTANT:

J-U-B Engineers, Inc
7825 Meadowlark Way, Coeur d'Alene, ID 83815
208-762-8787

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 J-U-B Engineers, Inc. having offices for the transaction of business at 7825 Meadowlark Way, , ID 83815 hereinafter referred to as the "**Consultant**" jointly, hereinafter referred to along with the City as the "Parties."

WITNESSETH:

WHEREAS, Pursuant to the 2023 Consultant Roster Request for Qualifications for Construction Management Projects and selection of J-U-B Engineers as a qualified engineer, this Agreement is made and entered into effective from the date attested by the City Clerk of the Board, by and between City of Post Falls, a political subdivision of the State of Idaho hereinafter known as the "City" having offices for the transaction of business as listed above and the "Consultant", as named, and having offices for the transaction of business as listed above, jointly, hereinafter referred to as the "Parties".

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 "B"**, which is 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 "B"**, which is 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 in accordance with **Exhibit “B”**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed that which is specified in any individual Task Order without an Amendment approved in writing by both parties. Billing rates shall remain firm for the duration of this Agreement unless formally amended or changed by an Amendment, in accordance with Section 8.4 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 unique invoice number generated by J-U-B’s accounting system. 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) or Automated Clearing House (ACH). 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 thirty (30) 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, 408 N. Spokane Street, Post Falls, Idaho 83854. 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 insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

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, or renewed without thirty (30) 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 \$500,000.00 or the value of the contract, whichever is greater, but not to exceed \$5 million dollars.

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, 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 of five hundred thousand dollars (\$500,000). 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 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. Use or reuse of Materials or Instruments of Service for any purpose other than intended by this Agreement shall be at the City's sole risk.

7.2. CONSULTANT TO ASSIGN RIGHTS: The Consultant hereby assigns to the City all rights, title and interest to the Materials. 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. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the City or others.

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 the City 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 Consultant will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Consultant shall make available to the City, at any time during their normal operating hours, all records, books or pertinent information which the Consultant 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. Standard of care is defined as the level of care and skill ordinarily exercised by other professionals practicing in the same locale and under similar circumstances at the time the services are performed.

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 an Amendment and executed with the same formalities as this present Agreement.

8.5. FORCE MAJEURE: A party shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to the other Party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labor disturbance, sabotage, failure of contractors or suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any other cause or causes beyond such Party's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military, or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of the Party or property or equipment of others which is deemed under the Operational Control of the Party. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration

than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. A Party suffering a Force Majeure event (“Affected Party”) shall notify the other Party (“Non-Affected Party”) in writing (“Notice of Force Majeure Event”) as soon as reasonably practicable specifying the cause of the event, the scope of commitments under the Agreement affected by the event, and a good faith estimate of the time required to restore full performance. Except for those commitments identified in the Notice of Force Majeure Event, the Affected Party shall not be relieved of its responsibility to fully perform as to all other commitments in the Agreement. If the Force Majeure event continues for a period of more than ninety (90) days from the date of the Notice of Force Majeure Event, the Non-Affected Party shall be entitled, at its sole discretion, to terminate the Agreement.

8.6. 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.

8.7. 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.

8.8. 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.

8.9. OTHER EMPLOYMENT: This Agreement is not an exclusive services Agreement. The Consultant may take on other professional assignments while completing work under this Agreement.

8.10. 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.

8.11. 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.

8.12. 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.

8.13. 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.

8.14. 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.

8.15. PERMITS: The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement.

8.16. 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 "A"**, 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).

8.18. **DISPUTES:** With regard to any controversy or dispute arising from or related to this Agreement, the parties shall first attempt to informally negotiate the dispute. If the parties are unable to resolve the dispute, either party may request mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 90 days of service of notice. No action or suit may be commenced unless the mediation did not occur within 90 days after service of notice, or the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

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” Nondiscrimination Requirements
3. Exhibit “B” J-U-B Proposal and Fee Estimate

END OF ARTICLES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth herein above.

CITY OF POST FALLS

ATTEST:

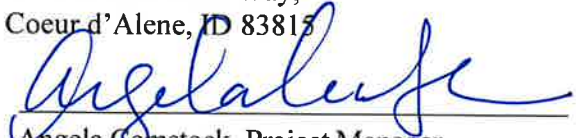
Ronald G. Jacobson, Mayor

BY: _____
Shannon Howard,
City Clerk

Date: March _____, 2023

CONSULTANT

J-U-B Engineers, Inc
7825 Meadowlark Way,
Coeur d'Alene, ID 83815



Angela Comstock, Project Manager

State of Idaho)
: ss
County of Kootenai)

On this 25 day of May 2023 before me, a notary for the State of Idaho, personally appeared Angela Comstock who, being by me first duly sworn, declared that they are a Principal of J-U-B Engineers, Inc. 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



Katie Halland

Notary Public for the State of Idaho
Residing at: Rathdrum ID
My Commission Expires: 3/9/26

Exhibit A 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.



J-U-B ENGINEERS, INC.

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

EXHIBIT B – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: 12th Avenue Forcemain CMS Phase 1
CLIENT: City of Post Falls, Public Works Department, Projects Division
J-U-B PROJECT NUMBER: XX-XX-XXX
CLIENT PROJECT NUMBER: Click or tap here to enter text.
ATTACHMENT TO:

- AGREEMENT DATED: Click or tap to enter a date.; or
AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED: Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Post Falls Public Works Department Projects Division in connection with Utilities selected J-U-B for Construction Management Services (CMS) for the construction of the 12th Ave pressure sewer main project. This 12th Avenue Collections Project will ultimately construct a new pressure sewer main to pump collected wastewater from the existing 12th Ave lift station located east of Highway 41 to the City's Water Reclamation Facility (WRF) located at 2002 W. Seltice Way. Based on recent diversion study performed by Keller Associates, as a first phase in 2023 the City plans to construct a 1-mile section of force main (12- and 16-inch pipes in a common trench) to the manhole at the intersection of Sugar Maple Road and 12th Avenue (MH1585) as a temporary 12th Avenue lift station force main discharge point. This first phase project work will also include modifications to the 12th Avenue lift station controls and 3rd Avenue lift station pump. At this time, the City plans to self-perform pump modifications at the 3rd Avenue lift station. The Keller Associates study also makes recommendations for future phases as the City works toward ultimate completion of the project in future years.

Keller Associates is working toward completing Phase 1 design and sealed bidding documents for the project, anticipated for bidding late-summer 2023 and fall 2023/spring 2024 construction. Before J-U-B proceeds with scoping full Construction Management Services (CMS), a pre-construction phase services is proposed herein. Through this pre-construction phase, J-U-B's, the City's and Keller's roles, project goals and project risks will be defined, and public outreach will occur. Results from these services will detail more definitively what CMS tasks J-U-B will undertake in 2023 and beyond.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Project Management

- 1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.

5. Regularly monitor and report to CLIENT the project status, budget and schedule.
6. Provide a monthly invoice including budget status.
7. Provide ongoing document handling and filing.

B. Task 020: Pre-Construction Public Involvement

1. For this task, J-U-B will:
 - a. Perform 6 stakeholder interviews
 - b. Prepare a public involvement plan (PIP) which outlines all public involvement activities for the lifetime of the project. The PIP will act as a “living” document which outlines the goals, objectives, and tasks within the public involvement strategy – each of which is associated with specific project milestones. This plan will be informed by the Task 030 workshop and by interviews with key stakeholders.
 - c. Prepare a draft PIP for City review.
 - d. Attend 1 meeting at City Hall to discuss outreach findings and next steps. Prepare a meeting agenda and follow up notes.
 - e. Prepare a final PIP to inform Construction-phase outreach services.
2. Assumptions:
 - a. Recommendations included in the draft PIP are anticipated to include public fliering, open house considerations, website and story map information, etc. These tasks will be discussed and negotiated with the City and ultimately included in our second Phase of services.
3. Deliverables:
 - a. Draft and Final Public Involvement Plans
 - b. Summary report of key findings from stakeholder interviews.
 - c. Review meeting agenda and notes

C. Task 030: Goals-Risks-Roles Workshop

1. For this task, J-U-B will:
 - a. Prepare for and facilitate a workshop with the City and Keller to discuss project goals, risks and roles, and provide a summary report to document the discussion and any decisions made.
2. Assumptions:
 - a. Workshop will be a half-day at City Hall or J-U-B and will conclude with determination of the next phase of each consultant’s contract.
 - b. Workshop will be attended by J-U-B project manager, utilities lead and public involvement lead.
3. Deliverables:
 - a. Workshop agenda and summary notes

D. Task 500: Management Reserve Fund

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT’s Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. CLIENT-Provided Work - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Leading discussions with internal City departments to determine desires for incorporating other project work into the bidding documents.
2. Coordinating information to/from City Council.

B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. Construction Public Involvement (Phase 1)
2. Construction Management and Observation Services (Phase 1)

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. The following table summarizes fees and anticipated schedule for the services identified in PART 2. Time and materials services for Task 500 will be invoiced reference the attached rate table.

| Task Number | Task Name | Fee Type | Amount | Anticipated Schedule |
|---------------|-------------------------------------|---|-----------------|--|
| 010 | Project Management | Lump Sum | \$3,400 | Concurrent with work progress |
| 020 | Pre-Construction Public Involvement | Lump Sum | \$6,400 | Summary for CLIENT review 8 weeks after executed contract, notice to proceed, and receipt of all required data |
| 030 | Goals-Risks-Roles Workshop | Lump Sum | \$6,200 | Hold workshop 4 weeks after completion of Task 020 |
| 500 | Management Reserve Fund | To Be Determined (Estimated Amount Shown) | \$5,000 | As mutually agreed to by CLIENT and J-U-B |
| Total: | | | \$21,000 | |

Exhibit(s):

- Rate Table

For internal J-U-B use only:

PROJECT LOCATION (STATE): Post Falls, Idaho

TYPE OF WORK: City

R&D: Yes

GROUP: Construction Services

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Disposal (S04)
2. Construction Management (C15)

J-U-B ENGINEERS, Inc. ■ 2022 Rate Table

CONFIDENTIAL

| Billing Code | Labor Category | Hourly Rate | Billing Code | Labor Category | Hourly Rate |
|--------------|---|-------------|--|--|-------------|
| 100 | Administrative Support | \$47 | 300 | Planning Technician | \$101 |
| 102 | Administrative Assistant | \$53 | 302 | Planner | \$141 |
| 104 | Senior Administrative Support | \$76 | 304 | Planner - Lead | \$155 |
| 110 | PFA | \$81 | 306 | Planner - Senior | \$192 |
| 112 | PFA - Lead | \$99 | 308 | Planner - Discipline Lead | \$208 |
| 114 | PFA - Senior | \$110 | 310 | Environmental Scientist Assistant | \$88 |
| 120 | Technical Writer/Graphic Designer | \$78 | 312 | Environmental Scientist | \$131 |
| 122 | Technical Writer/Graphic Designer- Lead | \$85 | 314 | Environmental Specialist - Lead | \$158 |
| 124 | Technical Writer/Graphic Designer-Senior | \$112 | 316 | Environmental Specialist - Senior | \$194 |
| 200 | Survey Technician | \$87 | 318 | Environmental Specialist - Discipline Lead | \$205 |
| 202 | Survey Technician - Lead | \$116 | 320 | TLG Assistant | \$92 |
| 204 | Survey Technician - Senior | \$139 | 322 | TLG Practitioner | \$132 |
| 210 | Assistant Surveyor | \$110 | 324 | TLG Practitioner - Lead | \$153 |
| 212 | Assistant Surveyor - Lead | \$126 | 326 | TLG Practitioner - Senior | \$188 |
| 214 | Professional Land Surveyor | \$153 | 328 | TLG Discipline Lead | \$208 |
| 216 | PLS - Lead | \$170 | 329 | TLG Discipline Lead Senior | \$230 |
| 218 | PLS - Senior | \$195 | 330 | GIS Technician | \$95 |
| 220 | PLS - Discipline Lead | \$208 | 332 | GIS Analyst | \$116 |
| 228 | Assistant Designer | \$83 | 334 | GIS Dev. Analyst | \$116 |
| 230 | CAD Technician - Drafter | \$103 | 336 | Senior GIS Analyst | \$168 |
| 232 | CAD Technician - Designer | \$125 | 338 | Senior GIS Dev. Analyst | \$168 |
| 234 | CAD Designer - Lead | \$142 | 340 | GIS Discipline Lead | \$194 |
| 236 | CAD Designer - Senior | \$152 | 350 | Landscape Designer | \$99 |
| 240 | Project Designer | \$130 | 352 | Landscape Architect | \$125 |
| 242 | Project Designer - Lead | \$152 | 354 | Landscape Architect - Lead | \$148 |
| 244 | Project Engineer I | \$168 | 356 | Landscape Architect - Senior | \$173 |
| 245 | Project Engineer II | \$181 | 358 | Landscape Architect - Discipline Lead | \$189 |
| 246 | Project Engineer - Lead | \$191 | 400 | Assistant Project Manager | \$170 |
| 248 | Project Engineer - Senior | \$220 | 402 | Project Manager | \$190 |
| 250 | Project Engineer - Discipline Lead | \$220 | 404 | Program Manager | \$210 |
| 252 | Project Engineer - Discipline Lead - Senior | \$230 | 406 | Program Manager - Lead | \$220 |
| 260 | Construction Observer | \$121 | 408 | Program Manager - Senior | \$230 |
| 262 | Construction Observer - Lead | \$137 | 410 | Principal (Alternative Category, AM/Officer) | \$230 |
| 264 | Construction Observer - Senior | \$158 | <i>1) Rates subject to change on a yearly basis. 2) GPS, mileage, per diem, and other direct costs will be specified in Project Scopes of Work and budgets. No direct costs will be charged without Client approval. 3) A 10 percent markup will be applied to Subconsultant fees.</i> | | |
| 270 | Construction Management Assistant | \$131 | | | |
| 272 | Construction Manager | \$179 | | | |
| 274 | Senior Construction Manager | \$200 | | | |
| 276 | Construction Manager - Discipline Lead | \$215 | | | |

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: June 6, 2023**

DATE: May 26, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jaxon Fleshman, Project Manager
SUBJECT: 12th Ave Force Main Phase 1 – Authorization for Design and Bidding Services

ITEM AND RECOMMENDED ACTION: City Council approves the Authorization for Design and Bidding Services with Keller Associates, Inc. and for the Mayor to sign the Authorization for Services.

DISCUSSION: As identified in the 2018 Collections Master Plan, Keller Associates completed design of the 12th Ave Collections Project in early 2020 and separated this project into two different phases, starting with the construction of the 12th Avenue lift station, completed in 2021. The second phase was intended as a future project to construct pressure sewer from the 12th Ave lift station to the Water Reclamation Facility (WRF) approximately 4 miles in length.

In the 2018 Collections Master Plan, an interim discharge point for the 12th Ave force main was identified as an option in lieu of constructing the entire force main. In February 2023, the City's Public Works Director authorized an initial scope for a Sewer Diversion Study with Keller Associates to determine the viability of constructing a portion of the force main to the vicinity of Sugar Maple Trail. The report indicated this is a viable option and identified the need for improvements downstream of the Sugar Maple location, all of which are future improvements identified in the 2018 Collections Master Plan.

Funding for this project is anticipated through collected surcharge fees specific to users in this area and capacity fees collected systemwide. The City will continue to collect surcharge fees to fund the remaining force main to the WRF.

This agreement with Keller includes project coordination with J-U-B, final design with bid documents and bidding phase services. Keller Associates will remain as the design engineer for this project, while a separate contract will be executed with J-U-B Engineers for construction management services (CMS). It may be possible for work to start by late 2023 with timing dependent on a final design and contractor availability. However, it is anticipated that construction of the first phase of force main will be completed by the end of 2024.

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

APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: City Council approval authorizes the Mayor to sign the Authorization for Design and Bidding Services Agreement with Keller Associates in the amount of \$72,135. In the event additional tasks or services are required, the Public Works Director or his designee is authorized to direct the consultant to perform those tasks, up to a 10% contingency in the

amount of \$7,214. Council approval is for the requested amount of \$79,349. Funding for this Agreement will come from the 12th Ave Force Main Budget.

BUDGET CODE: 652-463.3228.95520

SUPPORTING DOCUMENTS: Keller Agreement and Scope

CITY OF POST FALLS:

City of Post Falls Idaho
408 N. Spokane Street
Post Falls, ID 83854

City Contract Administrator: John Beacham, Public Works Director. Phone: (208) 457-3374
Email: jbeacham@postfalls.gov

City Project Manager: Jaxon Fleshman, Project Manager. Phone: (208) 262-7357
Email: jfleshman@postfalls.gov

CONSULTANT:

Keller Associates, Inc.
601 Sherman Ave #1,
Coeur d'Alene, ID 83814

Firm Project Manager: Kyle Meschko, Project Manager
Phone: (208) 758-8601 Email: kmeschko@kellerassociates.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 Keller Associates, Inc. having offices for the transaction of business at 601 Sherman Ave #1, Coeur d'Alene, ID 83814 hereinafter referred to as the "**Consultant**" jointly, hereinafter referred to along with the City as the "Parties."

WITNESSETH:

WHEREAS, Pursuant to the 2018 Request for Qualifications for the 12th Ave Collections project and selection of Keller Associates as the design engineer, this Agreement is made and entered into effective from the date attested by the City Clerk of the Board, by and between City of Post Falls, a political subdivision of the State of Idaho hereinafter known as the "City" having offices for the transaction of business as listed above and the "Consultant", as named, and having offices for the transaction of business as listed above, jointly, hereinafter referred to as the "Parties".

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 "B"**, which is 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 "B"**, which is 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 in accordance with **Exhibit “B”**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed \$72,135.00 without an Amendment approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by an Amendment, in accordance with Section 8.4 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 unique invoice number generated by KELLER’s accounting system. 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) or Automated Clearing House (ACH). 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, 408 N. Spokane Street, Post Falls, Idaho 83854. 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 \$500,000.00 or the value of the contract, whichever is greater.

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, 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.

Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of the information provided by Owner, Owner's consultants, and Contractors. The Owner acknowledges that the decision to not have the Consultant provide comprehensive construction phase services (project coordination meetings, and full-time construction observation) throughout the project may or may not increase the risk of errors and omissions.

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 of five hundred thousand dollars (\$500,000). 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 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. 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 the City 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 Consultant will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Consultant shall make available to the City, at any time during their normal operating hours, all records, books or pertinent information which the Consultant 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. Standard of care is defined as the level of care and skill ordinarily exercised by other professionals practicing in the same locale and under similar circumstances at the time the services are performed.

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 an Amendment and executed with the same formalities as this present Agreement.

8.5. FORCE MAJEURE: A party shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to the other Party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labor disturbance, sabotage, failure of contractors or suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any other cause or causes beyond such Party's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military, or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of the Party or property or equipment of others which is deemed under the Operational Control of the Party. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration

than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. A Party suffering a Force Majeure event (“Affected Party”) shall notify the other Party (“Non-Affected Party”) in writing (“Notice of Force Majeure Event”) as soon as reasonably practicable specifying the cause of the event, the scope of commitments under the Agreement affected by the event, and a good faith estimate of the time required to restore full performance. Except for those commitments identified in the Notice of Force Majeure Event, the Affected Party shall not be relieved of its responsibility to fully perform as to all other commitments in the Agreement. If the Force Majeure event continues for a period of more than ninety (90) days from the date of the Notice of Force Majeure Event, the Non-Affected Party shall be entitled, at its sole discretion, to terminate the Agreement.

8.6. 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.

8.7. 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.

8.8. 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.

8.9. OTHER EMPLOYMENT: This Agreement is not an exclusive services Agreement. The Consultant may take on other professional assignments while completing work under this Agreement.

8.10. 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.

8.11. 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.

8.12. 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.

8.13. 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.

8.14. 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.

8.15. PERMITS: The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement.

8.16. 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 "A"**, 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).

8.18. **DISPUTES:** With regard to any controversy or dispute arising from or related to this Agreement, the parties shall first attempt to informally negotiate the dispute. If the parties are unable to resolve the dispute, either party may request mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 90 days of service of notice. No action or suit may be commenced unless the mediation did not occur within 90 days after service of notice, or the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

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” Nondiscrimination Requirements
3. Exhibit “B” Keller Proposal and Fee Estimate

END OF ARTICLES

Exhibit A 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.

Exhibit B

CITY OF POST FALLS PHASE 1 - 12TH AVENUE SH-41 TO SUGAR MAPLE FORCE MAIN PROJECT SCOPE OF WORK

PROJECT DESCRIPTION

City of Post Falls (“Owner”) has contracted with **Keller Associates, Inc.** (“Consultant”) to provide design services for Phase 1 – 12th Avenue SH-41 to Sugar Maple Force Main Project.

The Consultant’s scope of work has been developed based on the following project description. As the project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of work.

Owner has retained Consultant to revise the 12th Avenue Force main Project (12th Avenue Lift Station to WRF) to be split into a smaller phase in accordance with the March 31, 2023, 12th Avenue Diversion Sewer Study. This project will run just West of SH-41 on 12th Avenue to the Sugar Maple and 12th Avenue Intersection where the force mains will temporarily discharge into existing gravity collection system and be conveyed to the 3rd Avenue Lift Station. Project includes updating construction documents in accordance with the revised phasing, bidding support, 12th Avenue Lift Station controls narrative, 3rd Avenue Lift Station pump selection support, and DEQ coordination.

Consultant’s services are limited to those services outlined in the following scope of work.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

Consultant Responsibilities:

- 1.1. General Project Management. Provide general project administration services including contract administration, project accounting, scheduling, and internal project administration.
- 1.2. Coordination Meeting. Participate in a coordination meeting with Owner and Consultant overseeing construction to establish roles, risks and responsibilities.
- 1.3. Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to review the overall project schedule including major milestones and meetings, review objectives of the design, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.

Owner Responsibilities:

- Provide meeting space for project meeting.

Assumptions:

- Project management budget assumes a project schedule of up to 4 months.
- Project is being funded by the City of Post Falls and no outside funding is anticipated.
- Unless otherwise noted, meetings/workshops may include a combination of in person or virtual attendees. This assumption applies to this task as well as subsequent tasks.

Deliverables:

- Monthly invoices.
- Kickoff meeting agenda and minutes.

TASK 2: FORCE MAIN CONTRACT DOCUMENTS

Consultant Responsibilities:

- 2.1. Force Main Construction Documents. Utilizing existing 12th Avenue Force Mains plans and specifications previously approved by DEQ in July 2020, perform the following to develop revised contract documents for phasing of the 12th Avenue Force Main to Sugar Maple Intersection:
 - a. Plans. Separate plans to include pertinent sheets from SH-41 to Sugar Maple intersection for the 12" and 16" force mains. Future phasing of the force main in the plans will not be completed with this project. Plans to be updated to include discharge manhole lining.
 - b. Contract Documents. Utilize existing force main contract documents and update to reflect project phasing by modifying: project quantities, work sequence, front end documents, technical specifications, and project schedule.
 - c. Opinion of Probable Cost. Provide an opinion of probable cost for the project.
- 2.2. Review. Conduct a design review meeting with the City to review draft construction documents. Incorporate City comments and submit to IDEQ. Incorporate comments from IDEQ if any.
- 2.3. DEQ Coordination. Coordinate with DEQ regarding approval status of revised plans and specifications. Coordinate updated schedule and phasing of projects.
 - a. A Preliminary Engineering Report is not included in this project. If it is deemed necessary by DEQ it can be completed as an additional service. See Task 5 for more information.

Owner Responsibilities:

- Provide meeting space for design review meeting.
- Review and provide one set of consolidated comments on plans and specifications.

Assumptions:

- 12th Avenue Lift Station to retain existing pumps per 12th Avenue Diversion Sewer Study.
- Revisions to parallel force main drawings are not included such as alignment adjustments, profile, and surface repair permitting. This scope of works assumes the existing alignment and profile will be utilized.

Deliverables:

- Repackaged plans and specifications for Sugar Maple Parallel Force Main draft and final packages

TASK 3: SERVICES DURING BIDDING

Consultant Responsibilities:

- 3.1. Advertisement. Provide the Owner with a bid advertisement for the Owner to publish in the local newspaper of record. Assist Owner with posting advertisement to on-line plan room.
- 3.2. Documents. Distribute bidding documents including addenda to bidders. This will be done by maintaining bid documents and addenda on QuestCDN plan room.
- 3.3. Addenda. If required, respond to bidder questions and prepare up to two addenda during the bidding process to clarify, correct, or change the issued documents.
- 3.4. Pre-bid Meeting. Facilitate a pre-bid meeting and provide sign-in sheets and meeting agenda.
- 3.5. Bid Evaluation. Evaluate the bids received, prepare bid summary, and provide a recommendation for award.

Owner Responsibilities:

- Make arrangements for and pay for the advertisement of the project.
- Host and conduct the pre-bid meeting if needed.
- Attend and Chair the bid opening meeting.
- Provide legal services if required.

- Owner to provide bid results to Consultant.
- Award the bid.

Assumptions:

- One bid package and one bidding process is assumed. If rebidding or addressing bid protests is required, these services will be provided as an additional service.
- Bid period is assumed to be 4 weeks or less. Bids can be extended beyond this time frame as an additional service.

Deliverables:

- Bid advertisement for the Owner's use.
- One electronic copy in PDF format of the bidding documents and (1) 11"x17" plans will be delivered to the Owner.
- (2) sets of 11x17 plans and contract document to be provided to Contractor
- Bid evaluation letter.

TASK 4: MISCELLANEOUS SUPPORT SERVICES

The below tasks are miscellaneous support services associated with the March 2023, 12th Avenue Diversion Sewer Study. These services are anticipated to be based on a time and materials budget and additional budget may be needed based on City input and direction of services.

- 4.1. Controls Narrative. Provide technical memorandum outlining updates to the controls sequence to existing 12th Avenue Lift Station pumps. Lift Station will be set up to pump to Sugar Maple discharge point and or to the existing 12th Avenue Equalization Basin. The technical memorandum to include up to 6 pages documenting proposed modifications to the existing controls. This task will include a review meeting with the City and coordination with the City's integrator. One round of comments from the City will be incorporated into the final technical memorandum.
- 4.2. Existing 3rd Avenue Lift Station. Consultant to develop system curve for 3rd Avenue Lift Station based on existing wet well and force main. System curve will be developed to show total dynamic head requirements including with additional flow from 12th Avenue Sewer Diversion Study.
- 4.3. Permitting. Consultant to provide permitting support for the project. A total of 20 hours is anticipated for this task.

Owner Responsibilities:

- Provide meeting space for design review meeting.

Assumptions:

- Consultant's services for 3rd Avenue Lift Station are limited to providing system curve and do not include alternatives analysis, cost estimating, or design services associated with upgrades to this facility. Owner to utilize system curve to determine any pumping or equipment upgrades that may be required at this facility.
- 12th Avenue Lift Station to retain existing pumps.

Deliverables:

- Controls narrative for 12th Avenue Lift Station revised operation.
- System curve to reflect new pumping conditions to 3rd Avenue Lift Station.

TASK 5: PRELIMINARY ENGINEERING REPORT AMENDMENT (IF REQUIRED)

- 5.1. Preliminary Engineering Report. If it is determined to be necessary by DEQ, provide an amendment to the prior 12th Avenue Lift Station PER for the revised force main phasing project following the Idaho DEQ guidelines. In addition to the minimum regulatory requirements, PER to include force main drawings as well as a narrative outlining revisions to 12th Avenue Lift Station operational strategy. Submit to the Owner for review.
- 5.2. Final PER. Incorporate Owner input and submit to DEQ for review. Address agency comments into final PER.

Owner Responsibilities:

- Provide comments on draft PER.

Assumptions:

- 12th Avenue Lift Station to retain existing pumps and additional evaluation to operation of lift station, equalization basin or modifications to lift station is not anticipated for this task. This updated PER is intended to document the phasing of the force main and how the lift station will operate.
- Scope of work does not include a Preliminary Engineering Report for improvements at the 3rd Avenue Lift Station.

Deliverables:

- PER amendment.

TASK 6: CONSTRUCTION PHASE SERVICES (TBD)

ADDITIONAL SERVICES (not included in scope of work)

-
- Additional professional time for correspondence, meetings, due to an Owner initiated change in the project design, and/or project support above that described is considered an additional service.
- Public outreach/meetings or stakeholder outreach support.
- Field investigations to check available record drawings.
- Construction staking or potholing.
- Construction phase surveying (quantities, staking, record) – to be included in construction phase amendment.

SCHEDULE

Consultant anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information. Actual schedule may vary:

| Task | Schedule | Comments |
|---|-----------------|--|
| Task 1 – Project Management | Ongoing | |
| Task 2 – Force Main Contract Documents | 45 days | Force main contract drawings will commence upon execution of this agreement and be submitted to Owner for review within 45 days. |
| Task 3 – Services During Bidding | 30 days | |
| Task 4 – Miscellaneous Support Services | 60 days | Draft controls narrative and 3 rd avenue system curves within 60 days of contract |
| Task 5 – Preliminary Engineering Update | TBD | |

COMPENSATION

As compensation for services to be performed by Consultant, the Owner will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the Owner. For time and materials tasks, compensation will be according to the Consultant's standard billing rates updated semi-annually in January and July. Lump sum amounts shall include all costs for direct labor, indirect labor, overhead, reimbursable expenses, equipment, travel, per diem, and fixed fees.

| Task | Type | Amount |
|---|-------------|-----------------|
| Task 1 – Project Management | LS | \$4,855 |
| Task 2 – Force Main Contract Documents | LS | \$24,040 |
| Task 3 – Services During Bidding | LS | \$13,070 |
| Task 4 – Miscellaneous Support Services | T&M | \$17,900 |
| Task 5 – Preliminary Engineering Update | LS | \$12,270 |
| Total Cost | | \$72,135 |

LS = Lump Sum T&M = Time and Materials

CITY OF POST FALLS
AGENDA REPORT
New Business
MEETING DATE: 06/06/2023

DATE: 06/01/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rob Palus
SUBJECT: SH-41 - SELTICE WAY TO HAYDEN AVE. CITY - ITD MEMORANDUM OF UNDERSTANDING

ITEM AND RECOMMENDED ACTION:

Staff will be providing a summary of the Memorandum of Understanding (MOU), after discussion with Council, Staff is requesting Council to authorize the Mayor's signature for the City to enter into the MOU with the Idaho Transportation Department (ITD). Alternately Council may direct staff in what areas to continue negotiations with ITD.

DISCUSSION:

In 2020, the City entered into a MOU with ITD for the SH-41 Widening from 12th Ave. to Hayden Ave. The MOU identified particular maintenance functions to be performed by the City and the State. With the reconstruction of the I90 / SH41 interchange, a MOU is needed to cover the sections of SH41 from Seltice Way to 12th Avenue and the portion of the I90 Business Loop that exists at the intersection of SH-41 / Seltice Way. To reduce the number of agreements, ITD and the City worked to combine the 2020 MOU with the work that is currently under construction. This Memorandum of Understanding has been negotiated between ITD and the City over the past 8 months.

In general, the City is responsible for:

- Maintenance of the SH-41 Trail from Seltice Way to Hayden Avenue
- Electrical costs for four (4) of the eight (8) traffic signals within the corridor. The City was previously responsible for nine (9) traffic signals.
- Electrical costs of roadway illumination outside the States rights-of-way. The City was previously responsible for electrical costs of roadway illumination within the States rights-of-way along SH41
- Roadway markings of City Streets within the ITD rights-of-way
- City can delegate maintenance of improved roadsides to adjoining property owners with separate agreement with the State.

Development of this Memorandum of Understanding has involved staff input and representation from Community Development, Public Works, Parks & Recreation, and Legal Services.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Maintenance costs / general operational costs of impacted departments

BUDGET CODE:

N/A



MEMORANDUM OF UNDERSTANDING
Between
THE IDAHO TRANSPORTATION DEPARTMENT
And
THE CITY OF POST FALLS

PURPOSE

The IDAHO Transportation Department (ITD or the State) and the City of Post Falls (the City) desire to provide for the maintenance of state highway routes for SH-41 M.P. 0.00 (Seltice Way) to M.P. 3.450 (North R/W line of Hayden Ave.), hereinafter referred to as the Project Section, within the City and to arrange herein for the particular maintenance functions to be performed by the City and those to be performed by the State and to specify the terms and conditions under which such work will be performed.

AUTHORITY

Authority for this Memorandum of Understanding is established by Sections 40-310(5), 40-317(4), 67-2326 through 67-2333 of the Idaho Code.

RESPONSIBILITIES AND PROCEDURES

This Memorandum of Agreement supersedes a previous Cooperative Maintenance Agreement dated 03-06-2020 and all other previous agreements for the Project Section, but shall be complimentary to the Cooperative Construction Agreement dated _____ until such time of completion of the project and upon all assumption and responsibilities by the Parties as noted within said Cooperative Construction Agreement. In consideration of the mutual covenants and premises herein contained, it is agreed that the City will perform such maintenance work as is specifically delegated to it and the State will perform those particular functions of maintenance delegated to it on the state highway routes or portions thereof as hereinafter described under Sections 13 and 14 hereof, or as said sections may be subsequently modified with the written consent of the parties hereto acting by and through their authorized representatives.

1. MAINTENANCE DEFINED

Maintenance is defined as follows:

- a. The preservation and keeping of right-of-way and each type of roadway, structure, and facility in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction, seal coating or other improvement.
- b. Provisions as necessary for the safety and convenience of traffic and the upkeep of traffic control devices.
- c. General utility services such as roadside planting and vegetation control.
- d. Special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure or facility.
- e. Upkeep of illumination fixtures on the streets, roads, highways, and bridges, which are required for the safety of persons using the said streets, roads, highways, and bridges.

2. DEGREE OF MAINTENANCE

The degree and type of maintenance for each highway or portion thereof shall mean doing the work and furnishing the materials and equipment to maintain the highway facility herein described in a manner as near as practicable to the standard in which they were originally constructed and subsequently improved.

3. HIGHWAY

Highway, as used herein, includes the entire right-of-way which is secured or reserved for use in the construction and maintenance of the traveled way and roadsides as hereinafter described.

4. ROADWAY

Roadway means the area between the inside face of curbs or the area between the flow lines of paved gutters; otherwise, the entire width within the highway which is improved for vehicular use including improved shoulders and side slopes, if they exist.

5. IMPROVED ROADSIDES

Improved roadside is the area between the roadway, as defined under Section 4, and the right-of-way boundary lines, including curb and sidewalk.

Curb relates to a timber, concrete, asphalt, or masonry structure separating or otherwise delineating the roadway from the remainder of the highway and shall include paved gutters. Medians that separate the roadways for traffic in opposite directions are considered a part of the improved roadsides. Sidewalk applies to the paved or otherwise improved surface area intended for bicycle or pedestrian traffic; located between the face of curb or edge of roadway and right-of-way boundary, including paved entrances or driveways.

6. UNIMPROVED ROADSIDES

Unimproved roadsides relate to the area between the roadway and right-of-way boundary wherein curbs, sidewalks, formal lawn, landscaping and/or irrigation do not exist.

7. BRIDGES

Bridges are structures that span more than 20 feet measured between abutments along the centerline of the street and multiple span structures where the individual spans are in excess of 10 feet measured from center-to-center of supports along the centerline of the street. All other cross-drainage structures shall be classified as culverts.

8. TRAFFIC CONTROL DEVICES

Traffic control devices include all traffic signals, signs, pavement markings, and highway illumination placed on or adjacent to the street or highway for the regulations, guidance, warning and aid of pedestrian and traffic movement thereon.

9. FRONTAGE ROADS

Frontage roads are roads constructed on either side of the highway to provide authorized road access to adjacent properties in lieu of access directly from the highway.

10. ROUTINE MAINTENANCE

Routine maintenance to be performed on the roadway or roadsides shall consist of such work as patching, crack sealing, snow plowing, snow removal, sanding, care of drainage, upkeep and repair of bridges, culverts, curbs, benches and sidewalks, street sweeping and cleaning, repair of damage and cleaning up after storms and traffic accidents, control of roadside vegetation, care of landscaped areas, planters, trees or other ornamental plantings, and upkeep and operation of traffic control devices, all in the manner as hereinafter specified.

a. Roadway

- (1) Surface Repair: The patching of holes, depressed areas, spot sealing, undersealing, etc.
- (2) Crack Sealing: The cleaning, filling and sealing of cracks in pavement with sealing compounds.
- (3) Sweeping and Cleaning: The removal of dirt or litter normally coming onto the roadway from action of traffic or from natural causes, such as flood and storm debris.
- (4) Snow Removal: The removal of snow from the roadway by plowing, sweeping, and hauling and shall include applying sand and/or salt when required. The hauling away of snow need only apply on those highway sections where snow storage is limited or at such times when accumulations become greater than storage area capacity.
- (5) Utilities: Including manholes, boxes or other appurtenances shall be maintained by their owners.
- (6) Storm Sewers: Shall be kept clean and free from debris; traps and sumps cleaned as required after each storm.
- (7) Culverts: Shall be kept clean and free from debris; inlets and outlets shall be kept free of debris and growing grass or brush.

b. Bridges

Will be inspected by the State in accordance with the national inspection standards of *U.S. Code, Section 116(d), Title 23*, administered by the State. Bridges designed to AASHTO H-20 or better standards must be inspected on a frequency not to exceed two years. Bridges that are posted for restricted weight limits and/or designed to AASHTO HS-15 or less will be inspected on an annual basis. Inspections are to be accomplished by a qualified inspector. The State's District Engineer shall be immediately notified of major defects. See current edition of *AASHTO Manual for Maintenance Inspection of Bridges* for inspector's qualifications, inspection reporting procedures, and structural analysis for load capacity of bridges. The surface of bridges intended for pedestrian walks and shared use paths shall be routinely maintained to the same level and standard as sidewalks.

c. Improved Roadsides

- (1) Curbs: Shall be kept in repair by cleaning, patching, lifting, and aligning.
- (2) Sidewalks/Shared Use Path: Shall be maintained in a usable condition for their intended purpose by removing snow, cleaning, crack sealing, patching and removing heaves that impair ADA accessibility.
- (3) Lawn or Grass Areas: Shall be kept mowed, watered, edges trimmed, and the watering operations shall not flood or sprinkle onto the paved roadway surface. No plants, trees, or bushes will be allowed in the area between the roadway and shared use path or sidewalk within the highway right-of-way.
- (4) Benches and Planters: Shall be kept in repair by cleaning, patching, aligning, and painting.

d. Unimproved Roadsides

- (1) Ditchings: Foreslopes, backslopes, and ditches shall be bladed and ditched regularly as required to keep as near as possible to the original typical cross section.
- (2) Cleaning: Foreslopes and backslopes shall be mowed as required. Trees and shrubs shall be kept trimmed, dead material removed, and hazardous limbs pruned, waterways shall be kept free of debris.
- (3) Sidewalks/Shared Use Path: Shall be maintained in a usable condition for their intended purpose by removing snow, cleaning, crack sealing, patching and removing heaves that impair ADA accessibility.

e. Traffic Control Devices

Traffic control devices installed and maintained on the urban extensions of the State Highway System shall be in conformance with the recommendations and specifications of the current *Manual on Uniform Traffic Control Devices for Streets and Highways* as approved by the American Association of State Highway and Transportation Officials (AASHTO) and as adopted by the Idaho Transportation Department. The maintenance to be performed on these items shall consist of furnishing all necessary labor, material, services, and equipment to install, replace, operate, and/or repair in accordance with this agreement.

All traffic control devices installed inside the full control of access limits (Exhibit C) of the Highway System shall be the responsibility of the State.

- (1) Route Guide Signing: This includes all official designation guide signs at junctions of the urban extensions of the State Highway System, all entering community signs and all U.S. or State Highway System route markers necessary to properly identify and keep the motorist sure of the routes.
- (2) Other Guide Signs: This includes all other guide signs of an informational nature identifying streets, city parks, landmarks, and items of geographical or cultural interest that the community desires to sign.
- (3) Warning Signs: These will include all signs used to indicate conditions that are actually or potentially hazardous to users of the highway or street.
- (4) Speed Signs: These will include all regulatory signs to indicate speed limits that have been designated in accordance with statutory provisions.
- (5) Other Regulatory Signs: These will include all regulatory signs, other than the speed sign and lane control sign which are used to indicate the required method of traffic movement or use of the public highway or street.
- (6) Highway Lighting: This includes all fixed illumination of the roadway or sidewalks for purposes of providing better visibility of persons, vehicles or roadway features. All highway lighting shall be installed and maintained in accordance with current policies of the State. Maintenance shall include all upkeep of supports, interconnecting service, electrical energy costs, cleaning, lamp renewal, and associated labor and material costs required to maintain the lighting system in continuous nighttime operation. In the event that the "Average Maintained Foot-Candles" of the lighting system drops below seventy (70) percent of the original installed values, the City shall cause the light intensity to be restored to approximately the original values. Any combination of re-lamping and/or cleaning of fixtures may be used to achieve the necessary desired intensity.
- (7) Traffic signals: The State will retain ownership of the controller and cabinet for the traffic signals to be installed on ITD roadways and assume all necessary maintenance responsibilities and costs thereof, that will be required to keep the traffic signal, as installed, in continuous operation in conformance with the requirements of the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the State. Upon completion of construction and annually thereafter, perform a complete check of the traffic signal equipment and operation, replace all signal lamps on a scheduled basis, and respond promptly to notification from the City that a traffic signal related emergency exists. Response will normally be by the next working day.

Should any of the traffic signal installation be damaged or destroyed through the wrongful or negligent act of any third party, the City and State will make every effort to determine the identity and whereabouts of the responsible party, and the State will attempt collection of the cost of repair or replacement. The Parties will share the costs of repair or replacement in accordance with the split established in Exhibit "A" if:

- a) Collection cannot be accomplished after reasonable attempt, or
- b) The damage or destruction was not caused by the wrongful or negligent act of a third party.

The City and State agree to advance funds for the repair or replacement based upon their proportionate share of the cost. If the State is able to collect the cost of repair or replacement from the responsible party, it shall reimburse the City the funds it advanced.

- (8) Lane-Line Markings: These will include those lines dividing the roadway between traffic moving in opposite directions, lane-lines separating two or more lanes of traffic moving in the same direction, painted channelization, pavement edge markings, and no passing barrier lines where required.
- (9) Other Pavement Markings: These include all stop lines, crosswalk lines, parking space limits and word and symbol marking set into or applied upon the pavement surface or curbing or objects within or adjacent to the roadway for the purpose of regulating or warning traffic.

11. ENCROACHMENT PERMITS

Where authority to issue encroachment permits is retained by the State, all local ordinances which are more restrictive than State policy will be observed. When authority to issue Encroachment permits is retained by the State, approval of the City will be secured prior to the issuance of a permit. State permit forms will be used and a copy will be forwarded to the City for its record. The State allows the City to retain, maintain, connect to and improve all existing City-owned water lines, storm sewers, and sanitary sewer now in place on the State Highway rights-of-way and also new facilities constructed as part of the complimentary Cooperative Construction Agreement to this MOU. Extensions of mains or establishment of new services will require the procurement of an encroachment permit by the City from the State.

No signs, billboards or structures other than those authorized and installed by the State or the City as necessary for the regulating, warning, and guiding of traffic shall be permitted within or to overhang the right-of-way of any State Highway, except in accordance with these provisions:

- a. Signs or marquees extending over the sidewalk and right-of-way may be installed on a permitted basis in business districts only, subject to the following restrictions:
 - No sign or marquee shall be permitted to project over the roadway nor to extend beyond a vertical line located 18 inches from the inside face of the curb away from the roadway.
 - Signs extending over the sidewalk area shall have no part thereof less than 12 feet above sidewalk or ground level. Marquees extending over the sidewalk area shall have no part thereof less than eight feet above sidewalk or ground level.
- b. Displays or signs overhanging the right-of-way may be authorized on a permit basis only outside of business districts when the display is placed flat against and supported by the building and providing it does not extend more than 12 inches into the right-of-way.
- c. All signs and marquees shall conform to the city building and/or sign code excepting that minimum clearance requirements as herein specified must be complied with.

They shall at all times be maintained in a good appearing and structurally safe condition. Any existing sign or marquee suspended or projected over any portion of State Highway right-of-way, which constitutes a hazard, shall be immediately repaired or removed.

- d. Signs or displays will not be permitted which resemble, hide, or because of their color, interfere with the effectiveness of traffic signals and other traffic control devices. Illuminated signs or displays containing red, yellow, or green lights will not be permitted to overhang the right-of-way.
- e. Temporary municipal decorations may be installed and suspended over the State Highway on a permit

f. basis only. They shall not be permitted in locations that interfere with the visibility and effectiveness of traffic control devices.

It is understood that none of the provisions listed above (a. to e. inclusive) will be in conflict the Beautification of Highways Act of 1966, Idaho Code, Section 40, Chapter 28.

g. Use of state highway right-of-way for benches, planters, and trees is subject to the following conditions:

- Benches, planters, and trees must be at least 18 inches from the face of the curb. When benches, planters, and trees are placed on sidewalks, there must be a four-foot open space for pedestrians and bicyclists measured at a right angle from the edge of the sidewalk, or as an alternative, spacing that meets city-approved standards. Benches will comply ADA requirements.
- Benches, planters, and trees should not obstruct crosswalks or wheelchair ramps, or force pedestrians into the street by their placement.
- Benches, planters, and trees should not be placed so as to impede the sight distance of vehicles using the highway.
- Benches, planters, and trees shall not bear markings or signs that resemble official traffic signs.

12. ROUTE DESCRIPTION

| <u>Route No.</u> | <u>Milepost</u> | <u>Length Miles</u> | <u>Description of Routing</u> |
|--|-----------------|---------------------|--|
| SH-41 | 0.000 - 3.450 | 3.450 | Main Route between Seltice Way and Rathdrum |
| *City Streets Within State Right-of-way limits | Various | Various | Ross Point Rd., Herborn Pl., Mullan Ave., 12 th Ave., 16 th Ave., Horsehaven Ave., Poleline Ave., Market Loop, Early Dawn Ave., Hope Ave., Killdeer Ave., Prairie Ave., Hayden Ave., |
| Shared Use Path | 0.000 - 3.450 | Within ITD r/w | Pedestrian/Bicycle Path |

*This includes portions of City streets that intersect SH-41 or drainage facilities associated with them that will be constructed as part of this project. Exhibit "B" attached.

13. DELEGATION OF MAINTENANCE

The maintenance work to be performed by the City or State shall conform to the provisions hereof and shall include those operations as hereinafter indicated. The City may assign maintenance along Improved Roadsides to adjoining property owners or property owners associations, subject to separate agreement(s) with the State.

MAINTENANCE FUNCTION

AGENCY TO PERFORM WORK

| ROADWAY | SH-41 / I-90B | *City Streets Within State Right-of-way limits / Shared Use Path |
|-------------------------------|------------------------------|--|
| 1. Surface Repair | State _____ | City _____ |
| 2. Crack Sealing | State _____ | City _____ |
| 3. Sweeping and Cleaning | State _____ | City _____ |
| 4. Snow Removal | State _____ | City _____ |
| 5. Utilities | City/Utility Companies _____ | City/Utility Companies _____ |
| 6. Culverts | State _____ | City _____ |
| 7. Storm Sewers (See Note #1) | State/City _____ | City _____ |

BRIDGES

- 1. Main Structure State City
- 2. Pedestrian Walks City City

IMPROVED ROADSIDES

- 1. Curbs State City
- 2. Sidewalk/Shared use path City City
- 3. Lawn or Grass Areas City City
- 4. Trees and Planting City City
- 5. Benches and Planters City City

***UNIMPROVED ROADSIDES**

- 1. Ditching State City
- 2. Cleaning State City
- 3. Weed Eradication State City
- 4. Medians State City
- 5. Sidewalk/Shared use path City City

TRAFFIC CONTROL DEVICES

- 1. Route Guide Signing State City
- 2. Other Guide Signs State City
- 3. Warning Signs State City
- 4. Speed Signs State City
- 5. Other Regulatory Signs State City
- 6. **Highway Lighting/Illumination State City
- 7. **Traffic Signals State City
- 8. Lane-Line Markings State City
- 9. Other Pavement Markings
 - Parking Space Limits N/A City
 - Crosswalks State City
 - Stop Bars State City
 - School Crossing State City
 - Lane Control State City
- 10. **Illuminated Street name signs City City

ISSUE PERMITS ENCROACHMENTS State City

ISSUE PERMITS TRANSPORTATION State City

*The State’s application of wildland grass seed will be considered “Unimproved” Roadside, regardless of the presence of sidewalks or pathways. If the City causes roadside areas to be improved to lawn or grass areas, maintenance of these areas will be the responsibility of the City.

**The City will make payment on utility bills for electrical service for illumination outside State right-of-way and for the following traffic signals: Seltice, Sixteenth, Hope, Seltice/Ross point HAWK intersections.

Note 1: Storm Sewers that are on City right-of-way will be maintained by the City. Any additional peak load to the SH-41 storm water system due to development, will only be allowed with ITD and City approval.

14. SUBSEQUENT IMPROVEMENTS

When a highway section or portion thereof is improved to urban standards, i.e., with curbs, sidewalks, etc., the delegation of maintenance shall automatically change to conform to the provisions as provided for similar sections under this agreement.

The City will encourage the development of collector or connector streets parallel to Highway 41 to promote the flow of traffic to controlled intersections as identified in the City's Transportation Master Plan (2017) and KMPO SH-41 Corridor Master Plan (2016), or most current edition thereof.

Obtain concurrence of the State before using the traffic signal poles or mast arms for any purpose other than to support traffic control devices or luminaires.

Upon completion of the project, accept from the State ownership of all highway and street lighting equipment installed within Post Falls' city limits, and upon request to energize, assume all operation, and the costs thereof, required to maintain the equipment as identified in section 13 in continuous service during the hours of darkness, and not remove, alter or abandon the lighting equipment without the prior concurrence of the State.

Comply with all pertinent sections of the current ITD Standard Specifications for Highway Construction in accomplishing all future trench backfill and pavement repairs on the state highways within the project limits.

Apply for an Encroachment Permit from the State before installing or constructing any new, or relocating any existing sidewalk or any existing City-owned water line, storm sewer, sanitary sewer or other facilities on the state highways within the project limits.

Obtain input and comment from the State before accepting any new street or alley access points connecting to the state highways within 600 feet of SH-41 right-of-way.

15. FINANCING

ITD and the City shall bear all costs of maintenance obligations assigned to them under this Memorandum of Understanding.

16. LIMITATIONS

Nothing in this Memorandum of Understanding between ITD and the City shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this Memorandum is subject to the laws and regulations of the state of Idaho and of the United States.

Nothing in this Memorandum of Understanding shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

Sufficient Appropriation. It is understood and agreed that the State and City are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate either beyond the term of any particular appropriation of funds by the Federal Government, the State Legislature or City Council as may exist from time to time. The State and the City reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government, the legislature of the State of Idaho or the City Council fails, neglects or refuses to appropriate sufficient funds as may be required for the State or the City to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

17. EFFECTIVE DATE:

This Memorandum of Understanding shall become effective upon signature of the Director of ITD or delegate and the signing authority of the City of Post Falls, whichever is most recent, and shall remain in full force and effect until amended or terminated.

18. METHOD OF TERMINATION:

This Memorandum of Understanding shall remain in force unless formally terminated by mutual agreement of each party after thirty (30) days written notice to other party.

19. AMENDMENTS:

Amendments to this Memorandum shall become effective upon mutual agreement and written approval by the Director of ITD or delegate and the signing authority of the City of Post Falls.

20. SIGNATURES:

IDAHO TRANSPORTATION DEPARTMENT

By _____
Director or Delegate

Date : _____

CITY OF POST FALLS

By _____

Date _____

EXHIBIT A

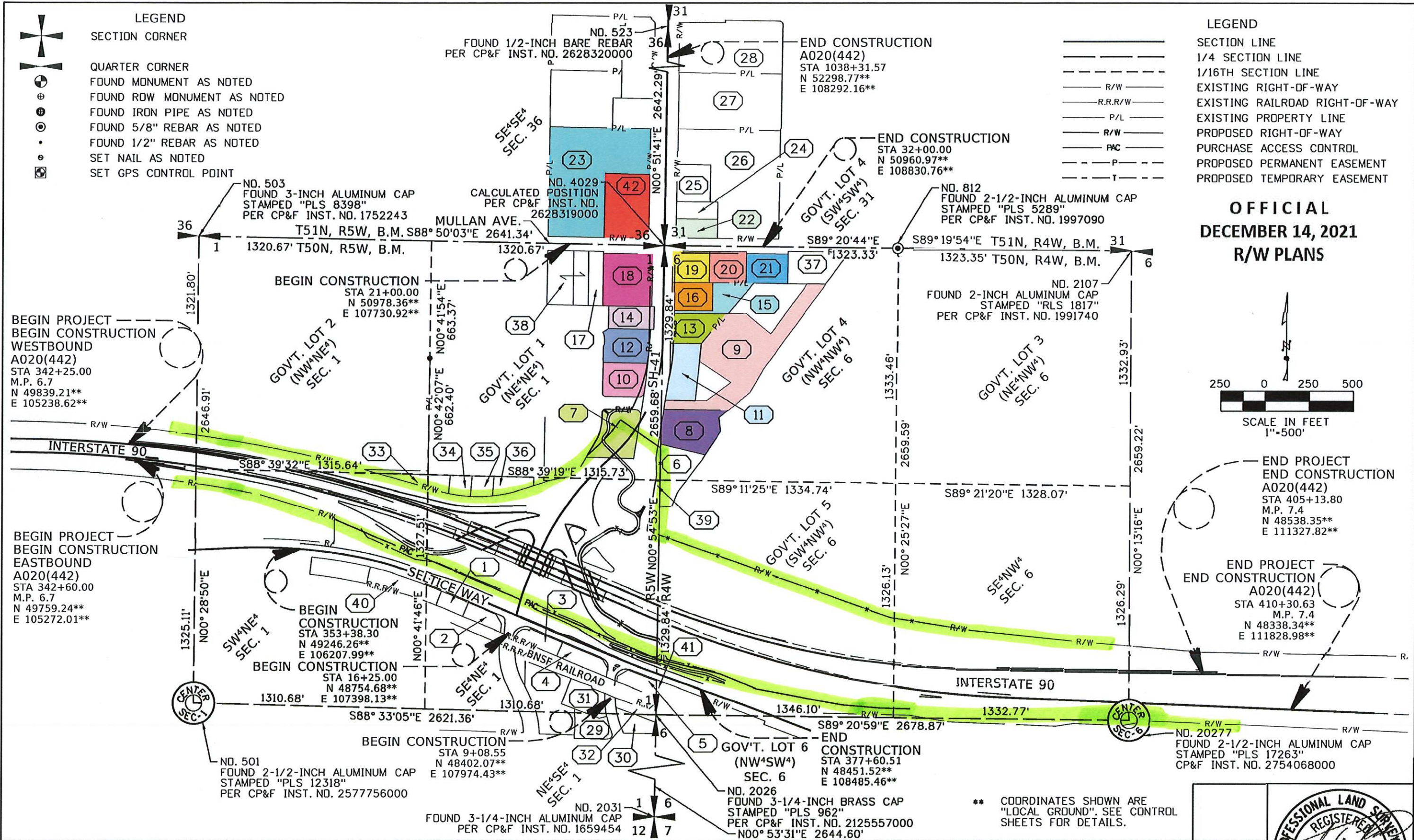
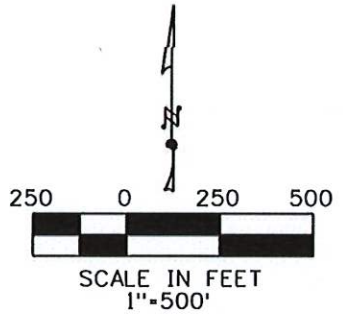
Traffic Signal Damage or Destruction Responsibility Split

| | State (ITD) | City |
|---|-------------|-------|
| Seltice Way / Herborn / SH41 (Constructed Cost \$785,000) | 100% | 0% |
| Seltice Way / Poss Point (HAWK) (Constructed Cost \$278,515) | 100% | 0% |
| I-90 / SH41 (SPUI) (Constructed Cost \$1,337,000) | 100% | 0% |
| Mullan Ave. / SH41 (Constructed Cost \$1,483,000) | 66.7% | 33.3% |
| 16th Ave. / SH41 (Constructed Cost (2022) \$1,389,750) | 57.1% | 42.9% |
| Poleline Ave. / SH41 (Constructed Cost (2022) \$1,423,500) | 70.6% | 29.4% |
| Hope Ave. / SH41 (Constructed Cost (2022) \$1,409,750) | 57.1% | 42.9% |
| Prairie Ave. / SH41 (Constructed Cost (2022) \$1,453,500) | 66.7% | 33.3% |
| Hayden Ave. / SH41 (Constructed Cost (2022) \$987,500) | 87.5% | 12.5% |

- LEGEND**
- SECTION CORNER
 - QUARTER CORNER
 - FOUND MONUMENT AS NOTED
 - FOUND ROW MONUMENT AS NOTED
 - FOUND IRON PIPE AS NOTED
 - FOUND 5/8" REBAR AS NOTED
 - FOUND 1/2" REBAR AS NOTED
 - SET NAIL AS NOTED
 - SET GPS CONTROL POINT

- LEGEND**
- SECTION LINE
 - 1/4 SECTION LINE
 - 1/16TH SECTION LINE
 - EXISTING RIGHT-OF-WAY
 - EXISTING RAILROAD RIGHT-OF-WAY
 - EXISTING PROPERTY LINE
 - PROPOSED RIGHT-OF-WAY
 - PURCHASE ACCESS CONTROL
 - PROPOSED PERMANENT EASEMENT
 - PROPOSED TEMPORARY EASEMENT

OFFICIAL
DECEMBER 14, 2021
R/W PLANS



** COORDINATES SHOWN ARE "LOCAL GROUND". SEE CONTROL SHEETS FOR DETAILS.

| REVISIONS | | | |
|-----------|------|----|-------------|
| NO. | DATE | BY | DESCRIPTION |
| | | | |
| | | | |
| | | | |

| | |
|-----------------|---------|
| DESIGNED | K DAVIS |
| DESIGN CHECKED | D RAMUS |
| DETAILED | K DAVIS |
| DRAWING CHECKED | D RAMUS |

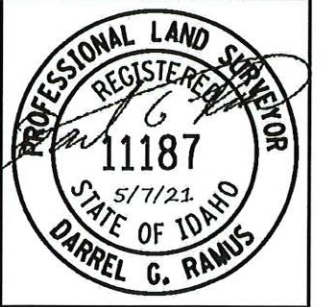
SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
 CADD FILE NAME 20442 OMAP D01.DGN
 DRAWING DATE: MAY, 2021

IDAHO TRANSPORTATION DEPARTMENT
 YOUR Safety-YOUR Mobility-YOUR Economic Opportunity
DAVID EVANS AND ASSOCIATES INC.

PROJECT NO. A020(442)
EXHIBIT "C"

TOTAL OWNERSHIP MAP
 I-90, SH-41 INTERCHANGE
 KOOTENAI CO
Access Control

| | |
|----------------|----------|
| ENGLISH | |
| COUNTY | KOOTENAI |
| KEY NUMBER | 20442 |
| SHEET 2 OF 39 | |



CITY OF POST FALLS
AGENDA REPORT
New Business
MEETING DATE: 06/06/2023

DATE: 06/01/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ross Junkin
SUBJECT: Sole Source Determination and Purchase of Water Reclamation Service Truck

ITEM AND RECOMMENDED ACTION:

City Council approves the purchase of a service truck for Water Reclamation, contingent upon receiving no comments in opposition after a two-week public comment period.

DISCUSSION:

The Water Reclamation Division uses a service truck to provide required maintenance at various locations in the collections system and at the treatment facility. Replacement of the current 2013 F550 was approved for the FY23 budget. The existing vehicle is currently in operation but has reached a point of decreased reliability.

A search has been conducted for a medium duty truck with a service box and a crane of sufficient capacity to meet the needs of the water reclamation system. Lead times for new vehicles and a subsequent crane body build and installation are approximately 12 months. More timely replacement of the vehicle will ensure availability to address issues within the water reclamation system. A suitable new model year 2022 truck is available from Knudtsen Chevrolet. Staff inquired with other local dealers, including vendors who provide complete service truck packages, and found no other vehicles available within a shorter timeframe.

Due to the model year of the identified vehicle, it is not expected that any future purchase through traditional bidding processes would result in a lower cost.

Staff requests authorization to purchase this vehicle directly, after the appropriate sole-source public notice process has run.

FISCAL IMPACT: Funds for this purchase would be from the budgeted Water Reclamation vehicle purchase allocation for FY2023. The cost of the vehicle is \$175,836.00.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

FY 2023 Budget Approval

APPROVED OR DIRECTION GIVEN:

Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

650-466.0000.90010

From: [Bob Orians](#)
To: [Richard Clark](#)
Cc: [Todd Olson](#)
Subject: Mechanic"s Truck
Date: Thursday, March 16, 2023 2:27:52 PM

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rich,

We are happy to provide the following quote to The City of Post Falls...

2022 Silverado 5500 HD 4WD Reg Cab

VIN 1HT KJPV K6 NH608884

Summit White

GVWR 19,500 LBS.

Engine Block Heater

PTO

GCWR 30,000 LBS.

11' Knapheide KMT1-11 Mechanics Body

Steller 7630 (7,500 Capacity 30' Hydraulic Reach)

Numerous upgrades throughout

\$187,236.00 List

Less GM Bid Assistance to The City of PF (\$6400) and Knudtsen Chevrolet Discount to The City of PF (\$5,000)

\$187,236.00-\$11,400.00

\$175,836.00 City of Post Falls price

Bob Orians

Commercial & Fleet Manager

Knudtsen Chevrolet

Work – 208 664 8107

Cell – 208 660 3972

borians@knudtsen.com

www.knudtsen.com

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY OF POST FALLS, KOOTENAI COUNTY,
DECLARING ONE SOURCE VENDOR AND AUTHORIZATION OF NOTICE
OF SOLE SOURCE PROCUREMENT**

WHEREAS, the City operates a water reclamation facility and wastewater collection system, which occasionally needs critical maintenance; and

WHEREAS, the maintenance of that system is best performed using a reliable service truck; and

WHEREAS, the existing service truck has reached the end of its useful life; and

WHEREAS, Knudtsen can provide a service truck that meets the City's needs within an acceptable timeframe; and

WHEREAS, Idaho Code 67-2808 authorizes a sole source procurement when the City Council determines that a sole supplier's item is needed for trial use or testing.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Post Falls:

The City Clerk is authorized to have notice of the intent to purchase the equipment as a sole source procurement published in the official newspaper at least fourteen (14) calendar days prior to the City entering into a contract with Knudtsen.

APPROVED by the City Council on this _____ day of _____, 2023.

CITY OF POST FALLS

Ronald Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk