



**CITY COUNCIL
MEETING AGENDA**

**April 2, 2024
6:00 PM**

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

WORKSHOP – 4:30 pm Basement Conference Room

- a. Joint Workshop with Planning and Zoning Commission on Tiny Homes

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund, Kenny Shove

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

- a. Proclamation - Military Child Month

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.

- a. Amended Agenda - **ACTION ITEM**

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 – March 19, 2024, City Council Meeting
- b. Payables March 12, 2024 - March 25, 2024
- c. January Cash and Investment
- d. The Post Planned Unit Development & Subdivision Master Development Agreement PUD-23-1/SUBD-23-4
- e. Computer equipment disposal
- f. Wastewater Capacity Replacement Fee Agreement - 6055 E. Seltice Way
- g. Fair Estates Subdivision Construction Improvement Agreement

2. PUBLIC HEARINGS

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

ACTION ITEMS:

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

- a. Resolution Adopting Private Road Acceptance and Memorials on Public Property
Polices
- b. Spokane Street Reconstruction - Recommendation of Award
- c. Spokane Street Reconstruction - Engineering Services Contract Amendment

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. Contract for Impact Fee Update Phase I

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

- a. 2023-24 Snow Operations Report

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 ITEMS:

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

RETURN TO REGULAR SESSION

9. UNFINISHED BUSINESS

ACTION ITEMS:

- a. Water Reclamation Facility Tertiary Treatment Project - Change Order #68 with Sletten Construction

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: Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund , Kenny Shove

Mission
Building Community.

Vision
Creating a welcoming, sustainable, and dynamic community.



Proclamation

Military Child Month

Whereas, April is the Month of the Military Child, an opportunity to recognize military children for their resilient spirits, personal sacrifices, strong character and courage; and

Whereas, military children are part of the strength of our nation as they support and encourage their service members with a fierce patriotic spirit; and

Whereas, these children are a source of pride for the great State of Idaho and to us all, and it is only fitting that we take time to recognize their contributions; and

Whereas, military children continue to make significant contributions to family, community, and their nation as they endure prolonged and repeated absences of one or both parents; and

Whereas, a month-long salute will recognize that military children serve too and citizens of Idaho will be afforded the opportunity to don the color purple every Friday of April in support of these children;

Now, therefore, I, Ronald G. Jacobson, Mayor of the City of Post Falls, Idaho, do hereby proclaim April 2024 to be the Month of the Military Child in the City of Post Falls.

Dated this ____ of _____, 2024.

Mayor City of Post Falls



**CITY COUNCIL
MEETING MINUTES**

**March 19, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

ROLL CALL: Mayor Jacobson, Steigleder, Walker, Malloy, Ziegler, Westlund, Shove - All Present

a. Budget Visioning

Jason Faulkner, Finance Director: The budget cycle is starting for the 2025 budget. We want to find out what is important to the Council so that we can use that information to figure out budget priorities.

Topics were placed around the room with subtopics under them and the Council was asked to place a sticker next to what they thought was important. Also, if they thought something was missing, to write it in. The topics were:

Economic and Business Vitality

Safe Community

Good Governance

Well Planned and Livable Community

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund, Kenny Shove
All Present

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

The Parks and Recreation Easter Egg Extravaganza is Saturday, March 30th at Q'emiln Park, starting at 1pm. There will be four divisions separated by age from toddler to 11 years old, as well as a special and mobility needs division. Children must bring their own egg baskets and the event will take place rain, snow or shine.

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.

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes - February 27, 2024 City Council Workshop
- b. Minutes – March 5, 2024, City Council Meeting
- c. Payables February 27, 2024 - March 11, 2024
- d. Economic Development Marketing Plan Grant Administration Contract
- e. Cemetery Road Frontage Landscape and Irrigation Construction Contract
- f. 4th Avenue and Idaho Street Roundabout Construction Improvement Agreement
- g. Retail Village - Construction Improvement Agreement
- h. Grant of Easement and Permit to Avista Corporation

Motion by Ziegler to approve the Consent Calendar as presented.

Second by Malloy.

Vote: Shove-Aye, Walker-Aye, Malloy-Aye, Westlund-Aye, Ziegler-Aye, Steigleder-Aye
Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Legion Park Annexation File No ANNX-23-7

Public Hearing opened at 6:03 pm.

Staff Report

Ethan Porter, Associate Planner:

Owner: Blackwell Homes

Applicant: Van Houten Consulting and Design

Requested Actions: Annexation approximately 1.21 acres with a zoning of single-family residential(R-Currently, this is a large residential lot within Kootenai County. The surrounding zoning is R-1. The Future Land Use Designation is Low Density Residential. The goals and policies in the Comprehensive Plan that are relevant to this area are

G.01 - Grow and sustain a balanced, resilient economy for Post Falls.

G.06 - Maintain and improve Post Falls transportation network.

G.07 - Plan for and establish types and quantities of land uses in Post Falls.

P.01 - Support land use patterns.

P.02 - Apply or revise zoning designations with careful consideration of factors.

P.08 - Encourage compatible infill development and redevelopment of vacant and under-utilized properties within city limits.

P.09 - Encourage annexation of County "islands" within the city,

The City's water reclamation system has the capacity to provide service and the city is willing to serve the property at the requested zoning request. Ross Point Water District will be the water provider in this area for water service coordination. The property is adjacent to Syring Street, a classified minor collector and Legion Road, a local street, located to the sought. Both roadways benefit from Poleline Avenue, a minor arterial, located just north for traffic patterns in this area.

Applicant

Merrel Van Houten, Van Houten Consulting & Design: The is R-1 zoning on three sides with the north side in the county. As this project annexes and develops in the city road frontages will happen. R-1 zoning made the most scene in this area. Goal and Polocies from the Comprehensive Plan that this fall under are

Goal 2 High-quality, affordable and efficient community services,

Policy 9 Encourage annexation of county islands.

Policy 33 Enable completion or preserve continuity of circulatory patterns for rod and pedestrian ways.

Clty services are already there. We can increase housing available that would not really impact the surrounding neighborhood or roadways.

Steigleder: The road you are planning going north will i end in a culdasac?

Van Houten: It would be open for future connectability for the other lots if when they come into the city.

Rob Palus, Deputy City Engineer: It would need to follow the fire requirements. In the future I could see that endening in a culdsac due to the closeness to the roundabout.

Testimony

In Favor - None

Neutral - None

In Opposition - None

Rebuttal

Public Hearing closed at 6:22 pm.

Deliberation

Is the annexation of the property in the best interest of the city?

Shove: I do not see any reason not to. It fits well. It's an infill. I think it is a good fort right there.

Westlund: Exactly, it is standard infill development already surrounded by infrastructure. My only concern usually would be extending infrastructure but it is already there.

Ziegler: Same.

Malloy: Copy paste.

Walker: I agree.

Steigleder: If the goal is to Cannes i can't see any reason not to other than not to annex.

Review and approval criteria

1. Is the proposed zoning district consistent with he Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

Malloy: It is all designated as low density R-1 and is consistent with the surrounding development.

Westlund: It perfectly matches everything around it.

Steigleder: It was all yellow but isn't the north east corner of Syringa and Poleline high density? My only thought is i think it should be R-1. Single-family is being proposed and I would like to make sure that is what goes in there.

Jon Manley, Planning Manager: That was done as a PUD in Fieldstone. For a small lot like this to do a PUD they would have to give up 10% for open space. The chances of that are very little.

2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

Ziegler: Yes it is a compatible well designed development. It does promote infrastructure improvement and connetablility especially on the safety aspect with sidewalks.

Westlund: The frontage improvements would be benifical to pedestrian connectavity.

3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

All said no.

Motion by Malloy to approve the Legion Park Annexation File No. ANNEX-23-7 and further that it be assigned the zoning code of R-1.

Second by Walker.

Vote: Walker-Aye, Malloy-Aye, Westlund-Aye, Ziegler-Aye, Steigleder- Aye, Shove-Aye.

Motion Carried

b. Arche Annexation File No ANNEX-23-4

Public Hearing opened at 6:27 pm.

Staff Report

Ethan Porter, Associate Planner:

Owner is Arche Idaho LLC.

Applicant is Olson Engineering.

Requested actions is to annex 14.7 acres into the City with the zoning designation of Community Commercial Services (CCS).

Currently, this is a large residential lot within Kootenai County.

The Future Land Use Designation is Business/Industrial. The goals and policies in the Comprehensive Plan that are relevant to this area are:

G.01 - Grow and sustain a balanced, resilient economy for Post Falls.

G.07 - Plan for and establish types and quantities of land uses in Post Falls.

P.01 - Support land use patterns.

P.02 - Apply or revise zoning designations with careful consideration of factors.

P.08 - Encourage compatible infill development and redevelopment of vacant and under-utilized properties within city limits.

P.09 - Encourage annexation of County "islands" within the city.

The City's water and water reclamation systems have the capacity to provide service and the City is willing to serve the property at the requested zoning request. Future traffic patterns to and from this site are benefited from the connectivity and access onto Seltice Way. Seltice Way is identified as a Critical Arterial corridor by the KMPO.

Westlund: You mentioned frontage improvements, is there a sidewalk there now?

Porter: There is not.

Applicant

Jeramie Terzulli, Olson Engineering: In preparing my presentation it looked just like Ethan's. The policies I pointed out were the same ones he did but I wanted to highlight that this is a county island surrounded by the city limits. Water and sewer are both available. The area to the south has a lot of roof tops that are underserved by commercial without going to the 41 interchange. We specifically requested CCS based on the master plan. On this out client also owns the parcel to the west and the idea is to lay it out into 3 distinct benches. The client is proposing a community based entitlement venue along Seltice with additional retail space with possibility of a business park or an assisted living facility. If annexation is approved we would do a master development agreement on the whole thing with a 5 to 10 year build out. We feel this meets the review criteria.

Steigleder: Is the property your client owns zoned industrial?

Terzulli: Yes

Ziegler: Is it in your plan to have a major intersection at Cedar Street?

Terzulli: Our western property boundary is to far east to line up with Cedar Street. We will work with city staff on our approaches.

Testimony

In Favor - None

Neutral - None

In Opposition - None

Rebuttal

None

Public Hearing closed at 6:46 pm.

Deliberation

Is annexation of the Property in the best interest of the city?

Malloy: It makes sense. There is already annexed property that borders it. There is a need for pedestrian facilities along Seltice.

Walker: I agree.

Steigleder: No Additional Comments.

Shove: I agree.

Westlund: It makes sense, it is a county island.

Ziegler: It is perfect location for annexation and zoning.

Review Criteria

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

Malloy: Mostly, my concern is in the future land use map that parcel is earmarked industrial along with everything around it. so the commercial uses they are proposing fit well with industrial for the most part but doesn't jive with residential and some residential is allowed in CCS with a special use permit. I would like to see residential prohibited.

Steigleder: I do not think residential is appropriate for that property. so either a different zone that reflects that or CCS without that.

Westlund: Would this come back with a development agreement?

Field Herrington, City Attorney: We use development agreements with our mixed zoning areas. Standard zoning we generally don't do them.

Mayor: Can there just be a restriction not allowing residential?

Herrington: Development rights are vested in the code as it exists today. Right now you would not be able to add additional use conditions.

Mayor: Is that a deal breaker at this point?

Steigleder: It is for me. I won't support that with residential.

Malloy: For me it would be contingent upon a development agreement prohibiting residential. But if we annex in with zoning that is contingent and there is no agreement for the restriction then what?

Herrington: The recommendation would be to table and soon if a development agreement can be made.

Ziegler: I would take a counter point in this, I am assuming the resistance to residential is because of the possibility of high density residential.

Malloy: For me it is not single-family residential. there is still industrial around it. My fear is residential there could restrict what people in the lots around there wanted to do.

2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?

Steigleder: I am a fan of additional commercial and businesses.

Malloy: And the additional pedestrian facilities are extremely valuable.

3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

All the Council said no.

Motion by Ziegler to approve Arche Annexation File No. ANNEX-23-24 and that staff prepare the final ordinance for annexation with the pending designation of CCS.

Second by Malloy.

Vote: Malloy-Aye, Westlund-Aye, Ziegler-Aye, Steigleder-Nay, Shove-Aye, Walker-Aye
Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Engineering Services Contract Amendment for Corbin Lift Station

Andrew Arbini, Projects Division Manager: The Corbin Lift Stations improvements are:

- Install new wet well, emergency overflow storage and electrical control building.
- Replace the on-site backup power generator.
- Improve odor control.

Increase lift station footprint and improve site access.

This amendment would increase construction calendar days to 230. The original estimate was 180. Also, there would be an adjustment to the billing rates. This amendment would be an additional \$43,200.00 and bring the total for the project to \$394,100.00.

Motion by Malloy to approve the engineering services contract amendment for the Corbin Lift Station.

Second by Walker.

Vote: Westlund-Aye, Ziegler-Aye, Steigleder-Aye, Shove-Aye, Walker-Aye, Malloy-Aye
Motion Carried

- b. 12th Ave Force Main Phase 1 – Amendment to Keller Associates Agreement

Jaxon Fleshman, Project Manager: This will be covering the next three items on the agenda. Why a two-consultant approach? Keller developed the original 12th Ave. Forcemain design. Keller's involvement with the Collections Master Plan, construction of 12th Ave lift station and analysis of an interim discharge location. JUB development of the Northeast Quadrant Study and familiarity with the city's wastewater collections system. JUB proposed approach for public involvement and engaging project stakeholders. A common approach utilized by the Idaho Transportation Department (ITD). The Keller amendment would provide supplemental design support services during construction and coordination with JUB for project closeout. The JUB agreement would cover construction management services and finalize stakeholder interviews. The Keller amendment is for \$32,640 and the JUB amendment is for \$220,300. Finally, the city went out for bid and Sonray Enterprises was the best responsive bid. The next steps and timeline is - bid award - March 2024
- construction - Summer 2024
- completion - Fall 2024

Motion by Malloy to approve the 12th Ave force main phase 1 - Amendment to Keller Associates agreement.

Second by Walker.

Vote: Ziegler-Aye, Steigleder-Aye, Shove-Aye, Walker-Aye, Malloy-Aye, Westlund-Aye
Motion Carried

- c. 12th Ave Force Main Phase 1 – Authorization for Construction Phase Services with J-U-B Engineers

Motion by Malloy to approve the 12th ave force main phase 1 - authorization for construction phase services with JUB Engineers.

Second by Ziegler.

Vote: Steigleder-Aye, Shove-Aye, Walker-Aye, Malloy-Aye, Westlund-Aye, Zielger-Aye

Motion Carried

- d. 12th Ave Force Main Phase 1 – Recommendation of Award

Motion by Malloy to approve the 12th ave force main phase 1 - recommendation of award.

Second by Ziegler.

Vote: Shove-Aye, Walker-Aye, Malloy-Aye, Westlund-Aye, Ziegler-Aye, Steigleder-Aye

Motion Carried

4. NEW BUSINESS

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

ACTION ITEMS:

- a. Draft Policy on the Acceptance of Private Roads

Warren Wilson, Deputy City Administrator: The city occasionally receives requests to take over maintenance/ownership of private streets. Right now we have 2 requests currently pending adoption of this policy. The goal of the policy is to ensure that the street is in reasonably good condition and generally meets city standards. The applicant would provide information about the construction and maintenance of the street (construction plans, as-builds, maintenance records). Staff may require additional inspection and testing to determine the condition of the street. A public hearing would be held to solicit public input. The applicant would pay a fee to offset the cost of the hearing. The decision of the council would be focused on the condition of the street and whether it meets both city design and construction standards. If the street does not meet the standards, council can evaluate whether an exception should be granted. Ideally, the street would not require significant maintenance for at least 10 years. Following the hearing, council would decide whether to accept the street and may require that the street be repaired before acceptance. Any repair work would be monitored by the city to ensure quality. The applicant must be able to provide clean title to the street. Today's goal is to seek input from council on potential changes to the draft policy.

Steigleder: Other than a road that is not sustainable by the people living on it or own it, what would be their motivation for wanting the city to take it over?

Wilson: That is typically the motivation.

Westlund: So this is just a policy.

Wilson: This is us trying to have an organized path with these requests.

Steigleder: The noticing, would that be at the expense of the applicant?

Wilson: Yes it would be. We would set up a fee to capture the cost of noticing and the public hearing. We have not set that yet.

Malloy: Having a public hearing and noticing everyone on the road about the hearing isn't the hearing going to be overwhelming attended by people wanting us to take the road?

Wilson: It recently could be. Most public hearings are attended by people who are vested in the outcome.

**Motion by Malloy to bring back the policy on the acceptance of private roads for approval.
Second by Zielger.**

Vote: Steigleder-Aye, Walker-Aye, Malloy-Aye, Ziegler-Aye, Westlund-Aye, Shove-Aye

Motion Carried

Motion by Westlund to

Second by Malloy.

Vote: Steigleder-Aye, Walker-Aye, Malloy-Aye, Ziegler-Aye, Westlund-Aye, Shove-Aye

Motion Carried

b. Draft Policy on Memorials on Public Property

Warren Wilson, Deputy City Administrator: Private memorials are occasionally erected on public property in response to fatal incidents. Currently, we have no policy or ordinance that provides guidance to staff or the public regarding memorials. This policy is aimed at temporarily allowing memorials in a safe way. The policy allows private memorials to be placed near the site for up to 30 days with some restrictions:

- can't exceed 3 feet in any dimension.
- can't impede driving surfaces or sidewalks.
- can't encroach on private property.
- can't be attached to trees, fences, street signs, etc.
- can't create a potential fire hazard or contain glass.
- can't be placed in medians.

The city reserves the right to remove memorials that threaten public safety or that interfere with scheduled construction or maintenance projects. If the memorial remains in place for more than 30 days, city staff may remove and dispose of the items. This policy only applies to city property.

Shove: I would like to extend the time frame to 90 days due. i would be ok with 60.

Motion by Malloy to approve the draft policy on memorials on public property to be amended to extend the duration from 30 days to 60 days.

Second by Shove.

Vote: Shove-Aye, Westlund-Aye, Ziegler-Aye, Malloy-Aye, Walker-Aye, Steigleder-Aye

Motion Carried

c. Expansion of Crime Report to Include Information on Drug-Related Crimes

Chief Greg McLean, Police Department: I am looking for direction on whether the Council would like to have drug information added to the crime report that is provided to the Council. That would take more staff time to report and would recommend doing that monthly or quarterly.

Steigleder: I find the report very beneficial and would like more information in it and would be good with monthly or quarterly.

Malloy: I find the report interesting and am asked what is going on in different parts of town and would find a quarterly report that would show trends.

Council is in consists to keeping the weekly crime report and a quarterly, more in-depth report.

d. Water Reclamation Facility Telehandler Purchase

Craig Borrenpohl, Utilities Manager: Pulling, maneuvering, moving large equipment at the Water Reclamation Facility is a common task and the current equipment we have does not have the reach or the lifting capacity. Right now we are having to rent the equipment, and we are finding we are needing the equipment more often. We have, in the past, used the crane from the Parks Department, but we do have to wait till they are not using it. We are using Sourcewell in the pricing of \$199,775.00

Malloy: What are the cons to continuing to use Dave's?

Dave Fair, Parks and Recreation Director: That piece of equipment is used daily by our construction crews. It is the work horse for our department.

Shove: Do you know how much is the daily rent?

Borrenpohl: We would use this weekly if not daily.

**Motion by Malloy to approve the Water Reclamation Facility Telehandler purchase.
Second by Shove.**

**Vote: Walker-Aye, Malloy-Aye, Westlund-Aye, Zielger-Aye, Steigleder-Aye, Shove-Aye
Motion Carried**

e. Resolution - Fair Housing

Bob Seale, Community Development Director: The city has passed Fair Housing Resolutions since the early 90s. This is something we do on a semi-regular basis. The last time was in 2011. We do them not only to support fair housing but to also qualify for certain grant opportunities. The language comes from the Idaho Commerce Department. This is part of a grant application we are applying for.

Steigleder: In the last section of the resolution, what applicable fair housing information do we post in a brominate public area?

Seale: We have it posted in the entryway.

Steigleder: The far housing assessment is that listed?

Seale: I am not 100% on what we have in the assessment.

Malloy: I would have a hard time approving this without knowing what the assessment is.

Westlund: Not sure why we have to pass this because it is basically saying that we will not violate federal law. You said we need to pass this for grants. Do we have to use this exact wording?

Seale: That is the wording they provided as a sample.

Westlund: Do they ask for a copy of it?

Seale: I believe it is included in the packet.

Westlund: The first part says that we will assist people with their issues. That seems like a big commitment.

Seale: We would help get them in touch with people who can help them.

Shove: Questions on the familial statis, what is that exactly referring to and how does that play out?

Seale: Familial statis relates to roommates, females living with females, males with males, and also how a family unit looks.

Shove: I have a lot of questions I would want to do research on before I feel comfortable voting on this.

**Motion by Malloy to table this till the next meeting.
Second by Westlund.**

Vote: Malloy-Aye, Westlund-Aye, Ziegler-Aye, Steigleder-Aye, Shove-Aye, Walker-Aye
Motion Carried

5. CITIZEN ISSUES

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

Bill Brizee spoke about turning over control of the traffic lights to the local authority. He turned in a sample resolution.

Staff will come back with a report to a future Council meeting on what this would mean.

6. ADMINISTRATIVE / STAFF REPORTS

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

a. 2023 WRF Compliance Update

Craig Borrenpohl, Utilities Manager: Currently, 2.5 million gallons of wastewater is transported to the water reclamation facility daily. We have 204 miles of sewer mains and 29 lift stations. We do the treatment for Post Falls and Rathdrum and discharge into the Spokane River under an IPDES permit. To stay in compliance with our IPDES permit, we do toxics reduction, monitoring and reporting. if we do not do this we could face fines and jail time.

7. MAYOR AND COUNCIL COMMENTS

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

None

8. EXECUTIVE SESSION

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

ACTION ITEMS:

None

ADJOURNMENT

8:30PM

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: Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund , Kenny Shove

Mission
Building Community.

Vision
Creating a welcoming, sustainable, and dynamic community.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 4/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Marcie Bayless, CSR/AP
SUBJECT: Payables March 12, 2024 - March 25, 2024

ITEM AND RECOMMENDED ACTION:

Approve the payables.

DISCUSSION:

Accounts Payable Check Run 04.03.24 / Hand Checks

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

901,906.24

BUDGET CODE:

Various

ATTACHMENTS:

1. Hand Checks Check Run 04.3.24
2. Check Run 04.03.24

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK

3/15/2024	95.16	95867 AT&T- Long Distance	Pay Before Due Date
3/15/2024	111240.73	95868 AVISTA Utilities	Pay Before Due Date
3/15/2024	1448.48	95870 Ricoh USA Inc.	Pay Before Due Date
3/15/2024	104.97	95871 Spectrum	Pay Before Due Date
3/15/2024	104.97	95872 Spectrum	Pay Before Due Date
3/15/2024	16.94	95873 Spectrum	Pay Before Due Date
3/15/2024	84.65	95874 Ziply Fiber	Pay Before Due Date
3/15/2024	9737.73	95875 AVISTA Utilities	Pay Before Due Date
3/22/2024	1811.93	95887 Kootenai County Solid Waste	Pay Before Due Date
3/22/2024	296.88	95888 Ricoh USA Inc.	Pay Before Due Date
3/22/2024	494.61	95889 Verizon Wireless	Pay Before Due Date
3/22/2024	122.00	95890 Ziply Fiber	Pay Before Due Date
3/22/2024	71.88	95891 Ziply Fiber	Pay Before Due Date
3/22/2024	122.00	95892 Ziply Fiber	Pay Before Due Date
3/22/2024	122.00	95893 Ziply Fiber	Pay Before Due Date
3/22/2024	122.00	95894 Ziply Fiber	Pay Before Due Date
3/22/2024	122.00	95895 Ziply Fiber	Pay Before Due Date
3/22/2024	122.00	95896 Ziply Fiber	Pay Before Due Date
3/22/2024	122.00	95897 Ziply Fiber	Pay Before Due Date
3/22/2024	122.00	95898 Ziply Fiber	Pay Before Due Date
3/22/2024	122.00	95899 Ziply Fiber	Pay Before Due Date
3/22/2024	675.00	95900 Ziply Fiber	Pay Before Due Date
3/22/2024	1326.88	95901 Ziply Fiber	Pay Before Due Date
	128608.81		

RUN 4.03.24

Various

Various

Various

001-443.0000.65030

001-443.0000.65030

001-417.0000.63080

650-463.0000.65030

Various

Various

001-445.0000.66050

Various

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

008-426.0000.65031

Post Falls Check Approval



City of Post Falls

Packet: APPKT12638 - Check Run 04.03.24
Vendor Set: 01 - Vendor Set 01

Check Date: 3/28/2024

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN08624	HALLMARK HOMES				
APMWB	Check	BOND RELEASE -	BOND RELEASE - STONE'S THROW	001-22115	39,214.51
Balance Sheet Accounts Total:					39,214.51
Dept: 411 Mayor & Council					
V040	ODP Business Solutions				
APMWB	Check	356427457001	Office Supplies- Admin	001-411.0000.63060	13.29
Dept 411 Total:					13.29
Dept: 412 Information Systems					
VEN14393	Firstline Communications, Inc				
APMWB	Check	180338	6 Months Brightmetrics	001-412.0000.66014	894.00
Dept 412 Total:					894.00
Dept: 413 General Services					
V040	ODP Business Solutions				
APMWB	Check	356427457001	Office Supplies- Admin	001-413.0000.63060	39.89
Dept 413 Total:					39.89
Dept: 414 Finance					
B091	BDS				
APMWB	Check	93549	Delinquency Notices	001-414.1445.62170	376.48
				001-414.1445.62190	217.82
C291	Coeur d' Alene Press				
APMWB	Check	CM0004944	Duplicate payment, ck# 95614	001-414.0000.62000	-35.72
Dept 414 Total:					558.58
Dept: 415 City Clerk					
C291	Coeur d' Alene Press				
APMWB	Check	0000019876-02242	Printing of ordinance 1506	001-415.0000.62000	44.96
		0000019870-02242	printing of ordinance 1507	001-415.0000.62000	229.76
V040	ODP Business Solutions				
APMWB	Check	356427457001	Office Supplies- Admin	001-415.0000.66050	13.30
Dept 415 Total:					288.02
Dept: 421 Police					
N276	Access Information Protected				
APMWB	Check	10783665	Shredder services	001-421.0000.68010	73.69
VEN14833	Automated Logic Contracting Services				
APMWB	Electronic Funds Transf	503075	PD Vent Air Filters	001-421.0000.68010	409.26
B160	Body By Scotty Towing				
APMWB	Check	45517	PFPD142 Vehicle Repairs	001-421.0000.67170	5,000.00
C140	CDW Government Inc.				
APMWB	Electronic Funds Transf	MS37384	DUO Security Annual renewal	001-421.0000.66043	9,502.50
		PX02412	Fortinet renewal	001-421.0000.66043	1,450.00
		MR17864	New Patrol LT computer	001-421.0000.80010	1,878.60
C220	Coleman Oil Co				
APMWB	Check	CP-0097757	PD Fuel	001-421.0000.64030	5,187.08
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	12899	Main gate keypad and battery pack for shop	001-421.0000.68010	1,011.90
VEN14938	Daniel Defense				
APMWB	Check	DD445379	PD Pro Chassis Stock Adapters	001-421.0000.63500	320.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
VEN14874	Debra J Salish				
APMWB	Check	23-44	Uniform alterations - Jeff Casey	001-421.4000.72000	77.00
G020	Galls, LLC				
APMWB	Electronic Funds Transf	027202798	Mace holder - T. Scott	001-421.0000.67020	39.40
		027202779	Mag holder - Sjolie	001-421.0000.67020	37.26
		027262095	Uniform gear - Gochenour	001-421.4000.72000	692.92
		027202806	Duty belt - K1161	001-421.4000.72000	35.88
		027244005	Uniform gear - Brabender	001-421.4000.72000	340.39
		027229131	Mace holder - Sjolie	001-421.4000.72000	39.40
G116	Graybar Elecric Company, Inc.				
APMWB	Check	9336364872	Rack for 911/Phone system	001-421.0000.67020	395.21
VEN13191	Intermax Networks				
APMWB	Check	320013	Fiber Link to Kootenai County	001-421.0000.62040	475.00
		314025		001-421.0000.62040	475.00
L0195	Language Line Services				
APMWB	Electronic Funds Transf	11237300	Interpreter services	001-421.0000.65030	90.00
VEN05531	MCCi, LLC				
APMWB	Check	RN16908	Annual Software Support	001-421.0000.62040	2,818.20
VEN08971	Mister Green				
APMWB	Check	27588	PD landscape weed control	001-421.0000.68010	500.00
M140	Modern Glass Company				
APMWB	Check	176074	Back door closer install	001-421.0000.68010	787.00
V040	ODP Business Solutions				
APMWB	Check	357349048001	Office Supplies-Police	001-421.0000.63060	350.70
		357850537001	Office Supplies-PD	001-421.0000.63060	8.86
		357849125001		001-421.0000.66042	171.38
		357850536001		001-421.0000.66042	155.75
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	50727	New employee testing	001-421.0000.62040	125.00
VEN04236	Ramey's Yard Care				
APMWB	Check	723701	PD quarterly pest control	001-421.0000.68010	115.00
S022	Salt Lake Wholesale Sports				
APMWB	Check	96571	2024 Ammunition	001-421.0000.63300	7,260.00
S0760	Seltice Laundry				
APMWB	Check	8/152	VOPs car wash services	001-421.0000.67170	7.31
VEN14902	The Bunker Tri-Cities LLC				
APMWB	Check	INV-5492	Jumpsuit - Speer	001-421.4000.72000	516.64
VEN07714	Uniforms2gear, Inc				
APMWB	Electronic Funds Transf	INV/2024/03/0464	PD Uniforms - House	001-421.4000.72000	200.70
W181	Western States Fire Protection				
APMWB	Check	WSF590341	Alarm panel repairs	001-421.0000.68010	487.00
VEN14328	ZaccWorks				
APMWB	Check	2024-0322B	Server Maintenance	001-421.0000.66043	135.00
		2024-0322A	Monthly Website Updates & Maintenance	001-421.0000.66043	125.00
VEN03255	Ziply Fiber				
APMWB	Check	208-197-1699-0602	Substation Internet	001-421.0000.65030	312.00
		208-197-0075-0408	PD Phones	001-421.0000.65030	1,150.50
		208-773-6415-0613	PD Elevator Line	001-421.0000.65030	50.04
Dept 421 Total:					42,806.57
Dept: 423 Oasis					
VEN14365	Valiant Law				
APMWB	Check	24-12712	VSU Client Legal Services	001-423.1153.68400	1,495.00
Dept 423 Total:					1,495.00
Dept: 427 Animal Control					
VEN14369	Better Together Animal Alliance				
APMWB	Check	PF38	Animal shelter disinfectant and vaccines	001-427.0000.63000	1,072.67
C220	Coleman Oil Co				
APMWB	Check	CP-0097757	PD Fuel	001-427.0000.64030	245.21

Dept 427 Total: 1,317.88

Packet: APPKT12638 - Check Run 04.03.24

Check Date: 3/28/2024

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 431 Streets					
A497	Arrow Construction Supply, Inc				
APMWB	Check	393867	Sidewalk forms, brushes, releasers	001-431.0000.68130	449.81
B120	Big Country Communications				
APMWB	Check	21817	Radio upgrades	001-431.0000.67040	3,255.45
VEN05261	CDA PAVING				
APMWB	Check	92881	3/4" minus crushed base	001-431.0000.68130	198.24
		92843	Dumping - Asphalt & Concrete	001-431.0000.68130	144.90
		92910	3/4"Minus Crushed Base	001-431.0000.68130	76.52
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	13100	Padlock for traffic Signal	001-431.0000.68140	42.95
VEN09289	Emerald Services, Inc				
APMWB	Check	93929163	Oil/Water Separator Clean out	001-431.0000.68130	4,314.78
VEN01373	Intermountain Sign & Safety				
APMWB	Check	18425	Telespar Posts	001-431.0000.63260	196.00
		18398	White HIP	001-431.0000.63260	747.75
		18368	Barricades	001-431.0000.63260	500.00
		18362	Breakaway Telspar	001-431.0000.63260	370.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	946766	Mixed Sand & Gravel	001-431.0000.68130	391.02
L071	Local Highway Technical Assistance Council- LHTAC				
APMWB	Electronic Funds Transf	T2031424Flag-1	Road Scholar Training	001-431.0000.64020	200.00
		T2031324ECS-13	Road scholar training	001-431.0000.64020	60.00
B100	Owen Equipment Company				
APMWB	Check	00130128	Broom bear gutter brooms	001-431.0000.63520	5,000.00
P410	Post Falls Highway District				
APMWB	Check	1944	February Mag Usage	001-431.0000.68080	11,800.43
T090	Thorco, Inc.				
APMWB	Check	1795267	Locates @ Seltice/Cedar & Seltice/Spencer	001-431.0000.62040	531.67
T1195	Traffic Safety Supply Co, Inc.				
APMWB	Check	INV068326	Banding & Brackets	001-431.0000.63260	265.79
VEN14310	US Fleet Tracking LLC				
APMWB	Check	466153	Additional vehicle tracking	001-431.0000.66016	21.00
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354110-R19	Spokane Street Rehab Welch Invoice Febru	001-431.1811.95040	4,118.99
Z026	Ziegler Lumber Co #017				
APMWB	Check	649128	Fire bricks, patio blocks, adhesive	001-431.0000.68130	34.03
Dept 431 Total:					32,719.33
Dept: 432 Public Works Administration					
V040	ODP Business Solutions				
APMWB	Check	356427457001	Office Supplies- Admin	001-432.0000.63060	13.30
Dept 432 Total:					13.30
Dept: 433 Facility Maintenance					
S0760	Seltice Laundry				
APMWB	Check	8/140	laundry service	001-433.0000.63160	32.08
		8/139		001-433.0000.63160	27.45
		8/148		001-433.0000.63160	26.20
		8/155		001-433.0000.63160	39.92
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	519784	cleaning supplies CH and PD	001-433.0000.63150	85.98
Dept 433 Total:					211.63
Dept: 434 Fleet Maintenance					
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4186628726	Fleet Laundry & Rug Service	001-434.0000.63160	95.33
		4187446472	Laundry & Rugs service	001-434.0000.63160	81.45
VEN03826	FMI Equipment				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	SPK-103822	routine maintenance - P310	001-434.0000.67170	1,027.51
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1153203	Vandalized tire - B101	001-434.0000.67190	694.40
		197-1153202	Vandalized Tires - E101	001-434.0000.67210	694.40
		197-1153201	Vandalized Tires - UF101	001-434.0000.67210	719.18
		197-1153200	Vandalized Tires - B102	001-434.0000.67210	814.96
VEN14707	Metro Express Carwash				
APMWB	Check	CPF Feb 24	Car Washes - February	001-434.0000.68014	140.00
VEN02451	Parker Toyota				
APMWB	Check	318010	Vandalized Tires - E119	001-434.0000.67210	208.10
P180	Perfection Tire				
APMWB	Check	1069964	Replacement tire from Vandalism - B114	001-434.0000.67190	212.61
		1070029	Vandalized Tires - E119	001-434.0000.67210	21.95
		1069963	Vandalized Tires	001-434.0000.67210	1,403.96
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240099450-00	Automotive Fuses - locking nuts	001-434.0000.63011	42.45
				001-434.0000.63012	42.45
				001-434.0000.63013	36.38
VEN13040	Turf Star Western				
APMWB	Check	7314988-00	Belts, seals, filters - P455, P451	001-434.0000.63012	784.17
VEN13987	Western Peterbilt, LLC				
APMWB	Check	027P20698	Coupling - S223	001-434.0000.63011	263.60
Dept 434 Total:					7,282.90
Dept: 441 Urban Forestry					
VEN14377	Affordable Stump Grinding				
APMWB	Check	1475	Stump Grinding Service	001-441.0000.62040	200.00
VEN13104	Bluejay Industrial Inc				
APMWB	Check	33741	Wire Rope	001-441.0000.67090	139.71
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	13080	Lock Repair	001-441.0000.62040	44.95
G095	Grace Tree Service				
APMWB	Check	12529	Dead Pine Removals at Hilde Kellogg Park	001-441.0000.62040	2,970.00
		12528	Dead Pine Removals at Treaty Rock Park	001-441.0000.62040	2,135.00
		12530	ROW Tree Removals	001-441.0000.62040	2,330.00
U0010	ULINE				
APMWB	Check	175752804	Safety Glasses	001-441.0000.63510	50.37
Dept 441 Total:					7,870.03
Dept: 442 Cemetery					
C210	City of Post Falls				
APMWB	Check	1851242	Cemetery Road Frontage Project	001-442.0000.62000	23,095.75
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	13010	New lock on fire safe install	001-442.0000.67030	519.90
VEN07745	Memorial Monuments & Vaults Inc				
APMWB	Check	mm05476	FEB HEADSTONES	001-442.0000.63760	1,091.00
		mm06305		001-442.0000.63760	3,832.00
		mm05464		001-442.0000.63760	217.00
		mm05459		001-442.0000.63760	1,700.00
		mm05462		001-442.0000.63760	1,091.00
		mm05469		001-442.0000.63760	819.00
		mm05455		001-442.0000.63760	478.00
		mm05451		001-442.0000.63760	321.00
		mm05460		001-442.0000.63760	217.00
		mm05457		001-442.0000.63760	1,767.00
VEN05363	North 40 Outfitters				
APMWB	Check	046189/E	frostfree	001-442.0000.68230	82.99
Z026	Ziegler Lumber Co #017				
APMWB	Check	648645	portland	001-442.0000.68170	39.94
Dept 442 Total:					35,271.58

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 443 Parks					
VEN14935	Autmow, LLC				
APMWB	Check	1185614	Zone Survey	001-443.0000.62040	805.00
VEN06028	Baseline Inc				
APMWB	Check	14614-2024	Baseline Service to 20 irrigation locations	001-443.0000.65030	4,142.00
VEN07316	BC Engineers Inc				
APMWB	Check	09888	Woodbridge Design Review	001-443.0000.62040	297.50
VEN14933	Brightly Software, Inc				
APMWB	Check	INV-225538	Asset Essential Tracking Program	001-443.0000.80030	25,522.99
VEN05261	CDA PAVING				
APMWB	Check	92791	Concrete Removal	001-443.0000.94180	341.80
		92754	Crushed Base for Woodbridge Project	001-443.0000.94180	191.15
		92774	Concrete Removal	001-443.0000.94180	40.70
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transfr	13062	Re-Key shop lock	001-443.0000.62180	40.00
		13092	Keys for Corbin House	001-443.0000.67030	19.95
VEN14423	Crazy Clean Carpet Cleaning LL				
APMWB	Check	55849	Carpet Cleaning At Trailhead	001-443.0000.62180	792.00
VEN14867	CW Signs				
APMWB	Check	1599	Revise 3rd Ave Market Place Sign	001-443.0000.63260	356.00
E054	Evan Ferguson Concrete, Inc.				
APMWB	Check	1653	Concrete slab for Lean -to	001-443.0000.94180	18,900.00
F020	Fastenal Company				
APMWB	Check	IDCOE196720	Charger for Radios	001-443.0000.63080	270.20
G098	Grainger				
APMWB	Check	9054469789	Inserts for screws	001-443.0000.67030	53.41
		9053861945	Return screw inserts	001-443.0000.67030	-31.64
H1957	Horizon				
APMWB	Electronic Funds Transfr	2S203140	Horizon - Woodbridge Project	001-443.0000.94180	484.03
I340	Interstate Concrete & Asphalt				
APMWB	Check	946456	Gravel for East Lean-to	001-443.0000.94180	1,217.76
		947388	Woodbridge Project	001-443.0000.94180	293.12
L109	Lowe's Credit Services				
APMWB	Check	97779	Trim for Syringa Door	001-443.0000.94180	108.18
VEN14579	Planet Turf				
APMWB	Check	3006665	Field Striping Paint	001-443.0000.68240	333.00
S050	Saturday Night Inc.				
APMWB	Electronic Funds Transfr	105634	Jacket for Robbie	001-443.4000.72000	106.56
S0760	Seltice Laundry				
APMWB	Check	8/151	Car Washing	001-443.0000.63150	6.70
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	138950191-001	Sod Staples for Landscaping	001-443.0000.67030	45.81
		139240742-001	Fertilizer for all Parks	001-443.0000.68200	3,832.80
		139089266-001	Woodbridge Project - bathroom	001-443.0000.94180	469.54
S460	Spray Center Electronics, Inc.				
APMWB	Check	D1375	Sprayer Parts	001-443.0000.66190	415.65
U040	United Electrical				
APMWB	Check	02.01.24	Replace failing Lights with LED at Kiwanis	001-443.0000.67050	2,760.00
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transfr	519890	Wax Mops	001-443.0000.63150	32.20
		520364	Cleaning supplies for Parks	001-443.0000.63150	113.14
		520170	Cleaning Supplies for Spring	001-443.0000.63150	963.54
Z026	Ziegler Lumber Co #017				
APMWB	Check	645191	Screws for Construction	001-443.0000.67030	184.97
		649030	Lumber for shop	001-443.0000.68160	99.20
		647242	Woodbridge Remodel	001-443.0000.94180	513.96
		CM0004950	Woodbridge project return	001-443.0000.94180	-80.00
Dept 443 Total:					63,641.22

Dept: 445 Recreation
[VEN04489](#) Kroc Center

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB N499	Check National Recreation & Park Association	03.11.24	Dance recital	001-445.0000.63080	742.50
APMWB P4835	Check ProPrint	30108211	Exam Packets	001-445.0000.64020	1,050.00
APMWB	Check	64569	Bridal Tour Booklets	001-445.0000.63080	674.00
Dept 445 Total:					2,466.50
Dept: 452 Building Inspector					
VEN01534	Contract Design Associates				
APMWB V040	Check ODP Business Solutions	53451	City of Post Falls Hexy chair 52133	001-452.0000.66190	387.64
APMWB	Check	354525712001	Office Supplies-Building	001-452.0000.63060	283.62
Dept 452 Total:					671.26
Dept: 481 Capital Improvements/Contracts					
A017	A-Tec, Inc.				
APMWB VEN07316	Check BC Engineers Inc	6218	Replace and relocate 1st floor camera in City	001-481.0000.62040	1,415.43
APMWB I340	Check Interstate Concrete & Asphalt	09746	Chapin building inspection	001-481.0000.62040	1,207.30
APMWB W090	Check Water Tower Parking Welch Comer & Associates, Inc.	Water Tower Parkin	Water Tower Parking Lot Pay Request #2	001-481.0000.95015	56,939.87
APMWB	Electronic Funds Transf	41354100-015	Water Tower Parking Lot	001-481.0000.95015	703.47
Dept 481 Total:					60,266.07
Fund 001 Total:					297,041.56
Fund: 002 - COMPREHENSIVE LIABILITY					
Dept: 410 General Government Services					
B160	Body By Scotty Towing				
APMWB	Check	45517	PFPD142 Vehicle Repairs	002-410.0000.62280	1,391.14
Dept 410 Total:					1,391.14
Fund 002 Total:					1,391.14
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN04994	Gallagher Benefit Services Inc.				
APMWB VEN14039	Electronic Funds Transf OneBridge	307545	March 2024 Consulting Services	003-482.0000.62040	2,500.00
APMWB	Check	INV-2566	HSA March 2024 Admin Fees	003-482.4155.71210	150.00
		INV-2379	HSA January 2024 Admin Fees	003-482.4155.71210	150.00
		INV-2493	HSA February 2024 Admin Fees	003-482.4155.71210	150.00
T345	Tyler Technologies				
APMWB U008	Electronic Funds Transf Uhrig, Neil	025-456567	Applicant Tracking, CM employee onboardin	003-482.0000.62040	290.00
APMWB	Check	INV0147764	Refund AFLAC deduction	003-482.4155.71070	209.70
Dept 482 Total:					3,449.70
Fund 003 Total:					3,449.70
Fund: 007 - DRUG SEIZURE PROGRAM					
Dept: 425 Drug Seizure Program					
R1913	Rockhound Landscape Supply				
APMWB	Check	080824	K9 Kennel rock - Boyle	007-425.0000.67020	122.00
Dept 425 Total:					122.00
Fund 007 Total:					122.00
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0168677 0171269	Inv #0168677 Transportation Master Plan Inv #0171269 Transportation Master Plan	037-431.0000.80290 037-431.0000.80290	18,368.00 3,598.00
Dept 431 Total:					21,966.00
Fund 037 Total:					21,966.00
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN12724	Civitas, Inc				
APMWB	Check	26609 26581 26579 26610	Black Bay Bid Schedule A & B	038-443.0000.94070 038-443.0000.94070 038-443.0000.94070 038-443.0000.94070	400.00 6,077.64 15,436.97 1,450.00
Dept 443 Total:					23,364.61
Fund 038 Total:					23,364.61
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	137253	Monthly Comps March 2024	650-463.0000.68360	700.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	95100 95124	PREVOST REGULATOR 1/4" FIRE NOZZLE 1 1/2'IPT ADJUST LX, WASH	650-463.0000.68025 650-463.0000.90010	21.94 106.15
A410	Analytical Laboratories, Inc.				
APMWB	Check	2401495	Wet Testing	650-463.0000.68360	2,412.87
A424	Anatek Labs, Inc.				
APMWB	Check	2402604	IPT Residential Sampling	650-463.0000.68360	1,695.00
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4186628947 4185889678	WWTP Uniforms	650-463.4000.72000 650-463.4000.72000	157.87 157.88
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transfr	S011807637.001	2" Stop & Drain & Female Adapter	650-463.0000.68025	496.94
G098	Grainger				
APMWB	Check	9056541924 9049988539	PLEATED AIR FILTER ODOR REMOVAL PLEATED AIR FILTER, F	650-463.0000.68025 650-463.0000.68025	59.88 290.82
H030	Hach Company				
APMWB	Check	13948709	M-TEC, MODIFIED AGAR PLATES	650-463.0000.63400	447.00
H1957	Horizon				
APMWB	Electronic Funds Transfr	2S203005	Valve Box w/Lid	650-463.0000.68025	230.60
I129	Idaho Rural Water Assoc.				
APMWB	Check	E6014	2024 IRWA Spring Conference Jason C	650-463.0000.64020	325.00
I2731	Inland Environmental Resources				
APMWB	Electronic Funds Transfr	2024-5438	Mag Delivery 3/15/2024	650-463.0000.63008	5,054.40
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0171005	Biosolids Hopper Improvements Feb 2024	650-463.3125.95520	2,445.80
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transfr	5177493	Buchner Funnel, PP, 7.0cm	650-463.0000.63400	27.29
P180	Perfection Tire				
APMWB	Check	1070902 1071033	FULL SYNTHETIC OIL CHANGE T113 FULL SYNTHETIC OIL CHANGE T120	650-463.0000.67170 650-463.0000.67170	83.69 107.89
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transfr	520226 519973	ANTIBACTERIAL LIQUID HAND SOAP DRYER SHEETS & TOWELS	650-463.0000.63400 650-463.0000.63400	51.72 379.16
W1396	WesTech				
APMWB	Check	94504	Ditch 4 oil sensor	650-463.0000.68025	3,012.82
Dept 463 Total:					18,264.72

Dept: 466 Wastewater - Collections
[A1395](#) Advanced Compressor & Hose Inc

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check			95202	WATER SUCTION HOSE 4', CAMLOK AL 4'	650-466.0000.63000	185.04
A497	Arrow Construction Supply, Inc						
APMWB	Check			393750	Flourescent Green Marking	650-466.0000.63330	69.00
VEN14736	Cintas Corporation No. 3						
APMWB	Check			4185889678	WWTP Uniforms	650-466.4000.72000	157.89
				4186628947		650-466.4000.72000	157.87
C3090	Columbia Electric Supply						
APMWB	Check			1120-1017008	Vinyl Electric Tape	650-466.0000.63006	72.61
I110	Idaho Fence Co, Inc.						
APMWB	Check			0030628	72" PDS Fence Inserts	650-466.0000.68010	557.76
P180	Perfection Tire						
APMWB	Check			1070995	FULL SYNTHETIC OIL CHANGE T121	650-466.0000.67170	107.89
				1070656	FULL SYNTHETIC OIL CHANGE T119	650-466.0000.67170	107.89
S390	Spokane House of Hose Inc.						
APMWB	Check			1048398	trash pump hose	650-466.0000.63000	2,135.63
Dept 466 Total:							3,551.58

Dept: 468 Wastewater - Surface Water

A090	Accurate Testing Labs LLC						
APMWB	Check			137117	Stormwater Testing	650-468.0000.68360	300.00
C360	Consolidated Supply Co.						
APMWB	Electronic Funds Transfr	S011807637.002			Thread Tape & Sealant	650-468.0000.68380	72.04
W090	Welch Comer & Associates, Inc.						
APMWB	Electronic Funds Transfr	41354150-004			Maple & Wide River Stormwater Jan 21st-Feb	650-468.0000.62040	3,908.42
		41354170-002			6th Ave Stormwater Jan 21st-Feb 17th	650-468.3238.95520	5,838.29
Dept 468 Total:							10,118.75
Fund 650 Total:							31,935.05

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating

J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transfr	0171000			WRF Facility Plan Study Feb 2024	651-463.3209.95500	7,061.70
		0171003			Tertiary Upgrade JUB Invoice February 2024	651-463.3213.90015	105,382.94
W090	Welch Comer & Associates, Inc.						
APMWB	Electronic Funds Transfr	41354130-013			Lundy Waterline Replacement Welch Invoice	651-463.6505.95520	223.75
Dept 463 Total:							112,668.39
Fund 651 Total:							112,668.39

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating

VEN14808	Ardurra Group, Inc						
APMWB	Electronic Funds Transfr	210583-25			Bentley LS Ardurra Invoice Feb. 2024	652-463.3230.95520	6,647.66
VEN11676	Keller Associates, Inc						
APMWB	Check			0240485	12th Ave FM Keller Invoice February 2024	652-463.3228.95520	10,456.00
VEN07815	LaRiviere, Inc						
APMWB	Electronic Funds Transfr	Corbin Pay App #2			Corbin LS La Riviere Pay App #2 Feb. 2024	652-463.3234.95520	251,456.47
W090	Welch Comer & Associates, Inc.						
APMWB	Electronic Funds Transfr	41354120-022			Corbin LS Welch Comer Invoice February 20	652-463.3234.95520	6,285.86
Dept 463 Total:							274,845.99
Fund 652 Total:							274,845.99

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

A090	Accurate Testing Labs LLC						
APMWB	Check			137390	Coliform Presence/Absence	750-462.0000.68360	150.00
				137445		750-462.0000.68360	150.00
				136775	Well 11 Water Testing	750-462.0000.68360	2,325.00
H215	Core & Main LP						

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	U343134	Storz Hydrant Adapter	750-462.0000.63280	2,651.40
VEN14305	General Pacific, Inc				
APMWB	Electronic Funds Transf	1488403	M35 Chamber and Disc Assembly	750-462.0000.63280	195.00
G098	Grainger				
APMWB	Check	9052970820	Locate Paint Blue	750-462.0000.63280	455.04
N0991	Norco Inc				
APMWB	Check	40209960	First Aid Kit	750-462.0000.63110	55.92
P310	Platt Electric Supply				
APMWB	Check	4X02723	Ratcheting Wrenches, Saw Blade	750-462.0000.63280	94.83
		5A38481	Grease Gun & Flashlight	750-462.0000.67090	393.70
Z026	Ziegler Lumber Co #017				
APMWB	Check	646072	Treated Wood for Job Site	750-462.0000.63280	42.10
Dept 462 Total:					6,512.99
Fund 750 Total:					6,512.99
Report Total:					773,297.43



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	39,214.51
	001-411.0000.63060	13.29
	001-412.0000.66014	894.00
	001-413.0000.63060	39.89
	001-414.0000.62000	-35.72
	001-414.1445.62170	376.48
	001-414.1445.62190	217.82
	001-415.0000.62000	274.72
	001-415.0000.66050	13.30
	001-421.0000.62040	3,893.20
	001-421.0000.63060	359.56
	001-421.0000.63300	7,260.00
	001-421.0000.63500	320.00
	001-421.0000.64030	5,187.08
	001-421.0000.65030	1,602.54
	001-421.0000.66042	327.13
	001-421.0000.66043	11,212.50
	001-421.0000.67020	471.87
	001-421.0000.67170	5,007.31
	001-421.0000.68010	3,383.85
	001-421.0000.80010	1,878.60
	001-421.4000.72000	1,902.93
	001-423.1153.68400	1,495.00
	001-427.0000.63000	1,072.67
	001-427.0000.64030	245.21
	001-431.0000.62040	531.67
	001-431.0000.63260	2,079.54
	001-431.0000.63520	5,000.00
	001-431.0000.64020	260.00
	001-431.0000.66016	21.00
	001-431.0000.67040	3,255.45
	001-431.0000.68080	11,800.43
	001-431.0000.68130	5,609.30
	001-431.0000.68140	42.95
	001-431.1811.95040	4,118.99
	001-432.0000.63060	13.30
	001-433.0000.63150	85.98
	001-433.0000.63160	125.65
	001-434.0000.63011	306.05
	001-434.0000.63012	826.62
	001-434.0000.63013	36.38
	001-434.0000.63160	176.78
	001-434.0000.67170	1,027.51
	001-434.0000.67190	907.01
	001-434.0000.67210	3,862.55
	001-434.0000.68014	140.00
	001-441.0000.62040	7,679.95
	001-441.0000.63510	50.37
	001-441.0000.67090	139.71
	001-442.0000.62000	23,095.75
	001-442.0000.63760	11,533.00
	001-442.0000.67030	519.90
	001-442.0000.68170	39.94
	001-442.0000.68230	82.99
	001-443.0000.62040	1,102.50
	001-443.0000.62180	832.00

001-443.0000.63080	270.20	
001-443.0000.63150	1,115.58	
001-443.0000.63260	356.00	
001-443.0000.65030	4,142.00	
001-443.0000.66190	415.65	
001-443.0000.67030	272.50	
001-443.0000.67050	2,760.00	
001-443.0000.68160	99.20	
001-443.0000.68200	3,832.80	
001-443.0000.68240	333.00	
001-443.0000.80030	25,522.99	
001-443.0000.94180	22,480.24	
001-443.4000.72000	106.56	
001-445.0000.63080	1,416.50	
001-445.0000.64020	1,050.00	
001-452.0000.63060	283.62	
001-452.0000.66190	387.64	
001-481.0000.62040	2,622.73	
001-481.0000.95015	57,643.34	
	Fund 001 Total:	297,041.56
002 - COMPREHENSIVE LIABILITY		
002-410.0000.62280	1,391.14	
	Fund 002 Total:	1,391.14
003 - PERSONNEL BENEFIT POOL		
003-482.0000.62040	2,790.00	
003-482.4155.71070	209.70	
003-482.4155.71210	450.00	
	Fund 003 Total:	3,449.70
007 - DRUG SEIZURE PROGRAM		
007-425.0000.67020	122.00	
	Fund 007 Total:	122.00
037 - STREETS IMPACT FEES		
037-431.0000.80290	21,966.00	
	Fund 037 Total:	21,966.00
038 - PARKS IMPACT FEES		
038-443.0000.94070	23,364.61	
	Fund 038 Total:	23,364.61
650 - RECLAIMED WATER OPERATING		
650-463.0000.63008	5,054.40	
650-463.0000.63400	905.17	
650-463.0000.64020	325.00	
650-463.0000.67170	191.58	
650-463.0000.68025	4,113.00	
650-463.0000.68360	4,807.87	
650-463.0000.90010	106.15	
650-463.3125.95520	2,445.80	
650-463.4000.72000	315.75	
650-466.0000.63000	2,320.67	
650-466.0000.63006	72.61	
650-466.0000.63330	69.00	
650-466.0000.67170	215.78	
650-466.0000.68010	557.76	
650-466.4000.72000	315.76	
650-468.0000.62040	3,908.42	
650-468.0000.68360	300.00	
650-468.0000.68380	72.04	
650-468.3238.95520	5,838.29	
	Fund 650 Total:	31,935.05
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3209.95500	7,061.70	
651-463.3213.90015	105,382.94	
651-463.6505.95520	223.75	
	Fund 651 Total:	112,668.39
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3228.95520	10,456.00	
652-463.3230.95520	6,647.66	

652-463.3234.95520	257,742.33
Fund 652 Total:	274,845.99
750 - WATER OPERATING	
750-462.0000.63110	55.92
750-462.0000.63280	3,438.37
750-462.0000.67090	393.70
750-462.0000.68360	2,625.00
Fund 750 Total:	6,512.99
Report Total:	773,297.43

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 4/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Victoria Howell, Purchasing/CSR
SUBJECT: January Cash and Investment

ITEM AND RECOMMENDED ACTION:

Monthly Cash and Investments

DISCUSSION:

None

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

None

APPROVED OR DIRECTION GIVEN:

None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

180369961.80

BUDGET CODE:

Various

ATTACHMENTS:

1. Budget Status Report
2. Cash and Investments
3. Treasurer's Report of Cash and Investment Transactions

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED January 31, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 156,830.00	\$ 93,265.61	59.5%
	Personnel	<u>102,747.40</u>	<u>31,546.28</u>	30.7%
		259,577.40	124,811.89	48.1%
412 - INFORMATION SYSTEMS	Operating	78,225.00	26,252.73	33.6%
	Capital	-	-	0.0%
	Personnel	<u>408,212.48</u>	<u>117,356.60</u>	28.7%
		486,437.48	143,609.33	29.5%
413 - GENERAL SERVICES	Operating	25,750.00	6,443.92	25.0%
	Personnel	<u>533,488.86</u>	<u>156,911.72</u>	29.4%
		559,238.86	163,355.64	29.2%
414 - FINANCE	Operating	558,310.00	232,417.32	41.6%
	Personnel	<u>644,021.66</u>	<u>200,197.95</u>	31.1%
		1,202,331.66	432,615.27	36.0%
415 - CITY CLERK	Operating	50,353.00	17,389.90	34.5%
	Capital	-	-	0.0%
	Personnel	<u>86,293.92</u>	<u>27,378.90</u>	31.7%
		136,646.92	44,768.80	32.8%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	2,083.80	28.9%
	Capital	-	-	0.0%
	Personnel	<u>152,168.84</u>	<u>45,468.43</u>	29.9%
		159,368.84	47,552.23	29.8%
418 - HUMAN RESOURCES	Operating	6,450.00	10,420.94	161.6%
	Personnel	<u>218,272.21</u>	<u>74,184.41</u>	34.0%
		224,722.21	84,605.35	37.6%
421 - POLICE	Operating	1,088,447.43	666,276.53	61.2%
	Capital	268,000.00	106,159.50	39.6%
	Personnel	<u>8,042,990.74</u>	<u>2,172,295.84</u>	27.0%
		9,399,438.17	2,944,731.87	31.3%
423 - OASIS	Operating	4,000.00	16,499.73	412.5%
	Capital	-	18,109.00	0.0%
	Personnel	<u>120,791.50</u>	<u>40,682.45</u>	33.7%
		124,791.50	75,291.18	60.3%
424 - LEGAL (PROSECUTING)	Operating	81,550.00	37,648.06	46.2%
	Capital	-	-	0.0%
	Personnel	<u>770,254.91</u>	<u>241,605.51</u>	31.4%
		851,804.91	279,253.57	32.8%
427 - ANIMAL CONTROL	Operating	16,250.00	2,163.45	13.3%
	Personnel	<u>192,013.10</u>	<u>57,405.79</u>	29.9%
		208,263.10	59,569.24	28.6%
431 - STREETS	Operating	2,086,266.00	(187,962.41)	-9.0%
	Capital	6,545,637.00	1,428,075.85	0.0%
	Personnel	<u>1,575,252.07</u>	<u>364,839.21</u>	23.2%
		10,207,155.07	1,604,952.65	15.7%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED January 31, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	19,280.00	3,097.86	16.1%
	Personnel	200.00	-	0.0%
		<u>19,480.00</u>	<u>3,097.86</u>	15.9%
433 - FACILITY MAINTENANCE	Operating	42,080.00	12,085.95	28.7%
	Capital	64,260.47	38,926.14	60.6%
	Personnel	337,784.38	85,699.92	25.4%
		<u>444,124.85</u>	<u>136,712.01</u>	30.8%
434 - FLEET MAINTENANCE	Operating	251,497.00	72,059.95	28.7%
	Capital	3,070,307.01	1,218,497.74	39.7%
	Personnel	479,756.66	124,802.65	26.0%
		<u>3,801,560.67</u>	<u>1,415,360.34</u>	37.2%
435 - -GIS	Operating	60,230.00	8,025.72	13.3%
	Personnel	193,780.63	57,898.40	29.9%
		<u>254,010.63</u>	<u>65,924.12</u>	26.0%
441 - URBAN FORESTRY	Operating	52,750.00	26,756.82	50.7%
	Capital	212,224.06	58,700.00	0.0%
	Personnel	275,303.32	78,577.58	28.5%
		<u>540,277.38</u>	<u>164,034.40</u>	30.4%
442 - CEMETERY	Operating	111,145.00	27,522.62	24.8%
	Capital	30,000.00	20,051.36	0.0%
	Personnel	241,099.10	70,269.54	29.1%
		<u>382,244.10</u>	<u>117,843.52</u>	30.8%
443 - PARKS	Operating	924,624.00	196,640.54	21.3%
	Capital	1,622,062.39	228,852.84	14.1%
	Personnel	1,427,171.23	371,791.60	26.1%
		<u>3,973,857.62</u>	<u>797,284.98</u>	20.1%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	466,649.22	63,770.35	13.7%
		<u>466,649.22</u>	<u>63,770.35</u>	13.7%
445 - RECREATION	Operating	219,814.00	44,605.79	20.3%
	Capital	-	5,534.60	0.0%
	Personnel	926,118.98	242,960.03	26.2%
		<u>1,145,932.98</u>	<u>293,100.42</u>	25.6%
451 - PLANNING & ZONING	Operating	337,419.00	4,404.37	1.3%
	Capital	50,000.00	26,657.00	100.0%
	Personnel	371,282.21	93,547.76	25.2%
		<u>758,701.21</u>	<u>124,609.13</u>	16.4%
452 - BUILDING INSPECTOR	Operating	30,600.00	12,046.84	39.4%
	Personnel	773,410.60	232,218.35	30.0%
	Capital	-	-	
		<u>804,010.60</u>	<u>244,265.19</u>	30.4%
453 - ENGINEERING	Operating	45,100.00	6,833.89	15.2%
	Capital	30,000.00	-	100.0%
	Personnel	803,098.02	222,136.53	27.7%
		<u>878,198.02</u>	<u>228,970.42</u>	26.1%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED January 31, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	85,070.00	27,924.64	32.8%
	Capital	-	-	0.0%
	Personnel	225,457.51	67,317.83	29.9%
		310,527.51	95,242.47	30.7%
465 - STREET LIGHTS	Operating	650,000.00	230,484.33	35.5%
		650,000.00	230,484.33	35.5%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,331,114.00	710,221.18	53.4%
	Capital	-	-	0.0%
		1,331,114.00	710,221.18	53.4%
482 - PERSONNEL POOL	Operating	4,557,500.00	1,519,166.68	33.3%
	Personnel	834,997.56	29,119.90	3.5%
		5,392,497.56	1,548,286.58	28.7%
497 - TRANSFERS OUT	Operating	-	-	0.0%
		-	-	0.0%
TOTAL GENERAL FUND		44,972,962.47	12,244,324.32	27.2%
002 - INSURANCE FUND	Operating	337,326.00	326,860.00	96.9%
		337,326.00	326,860.00	96.9%
003 - PERSONNEL FUND	Operating	51,800.00	9,532.44	18.4%
	Capital	-	-	0.0%
	Personnel	4,660,700.00	1,447,511.75	31.1%
		4,712,500.00	1,457,044.19	30.9%
004-Street Lights	Operating	-	-	0.0%
		-	-	
007 - DRUG SEIZURE FUND	Operating	168,000.00	9,445.91	5.6%
	Capital	-	-	
		168,000.00	9,445.91	5.6%
008 - 911 FUND	Operating	2,875,282.69	51,432.87	1.8%
	Capital	-	-	0.0%
	Personnel	81,465.89	25,695.17	31.5%
		2,956,748.58	77,128.04	2.6%
011 - FACILITY BUILDING RESERVE FUND	Operating	7,900,000.00	-	0.0%
	Capital	-	-	0.0%
		7,900,000.00	-	0.0%
017 - ANNEXATION FUND	Operating	4,640,000.00	213,339.06	4.6%
	Capital	-	-	
		4,640,000.00	213,339.06	4.6%
023 - SPECIAL EVENTS FUND	Operating	52,820.00	4,105.25	7.8%
		52,820.00	4,105.25	7.8%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	-	0.0%
	Capital	-	-	
		202,500.00	-	0.0%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	2,000,000.00	185,576.04	9.3%
		2,000,000.00	185,576.04	9.3%

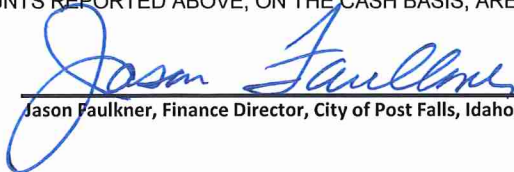
CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED January 31, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	2,355,000.00	11,486.92	0.5%
	Capital	-	-	0.0%
		<u>2,355,000.00</u>	<u>11,486.92</u>	0.5%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED January 31, 2024

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	2,980,000.00	1,153,278.91	0.0%
	Capital	643,647.90	204,814.84	
		3,623,647.90	1,358,093.75	0.0%
038 - PARK IMPACT FEE FUND	Operating	960,000.00	5,014.36	0.0%
	Capital	2,800,000.00	(129,984.20)	-4.6%
		3,760,000.00	(124,969.84)	-3.3%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		-	-	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		-	-	0.0%
410 - LID 2004	Operating	-	-	0.0%
		-	-	0.0%
450 - LID GUARANTEE FUND	Operating	-	-	0.0%
		-	-	0.0%
650 - RECLAIMED WATER OPERATING FUND incl: wwo, collections, recycled, surface	Operating	15,418,214.69	3,761,114.12	24.4%
	Capital	5,345,000.00	251,462.20	4.7%
	Personnel	2,192,724.82	631,492.35	28.8%
		22,955,939.51	4,644,068.67	20.2%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	2,474,925.00	337,954.50	13.7%
	Capital	5,601,350.00	6,247,127.17	111.5%
		8,076,275.00	6,585,081.67	81.5%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	29,135,000.00	717,050.28	2.5%
		29,135,000.00	717,050.28	2.5%
700 - SANITATION FUND	Operating	3,688,815.00	792,175.55	21.5%
		3,688,815.00	792,175.55	21.5%
750 - WATER OPERATING FUND	Operating	1,920,775.26	321,480.45	16.7%
	Capital	3,044,500.00	147,576.50	
	Personnel	815,338.59	253,748.81	31.1%
		5,780,613.85	722,805.76	12.5%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	4,037,153.75	450,493.24	11.2%
		4,037,153.75	450,493.24	11.2%
GRAND TOTAL		\$ 151,355,302.06	\$ 29,674,108.81	19.6%

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


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

City of Post Falls
Cash and Investments
1/31/2024

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	44,066,952.80
LGIP Acct 1441	278,445.34
<u>First Financial Equity Corporation</u>	
General Accts Investments	23,294,962.07
Contingency Accts	9,717,237.59
Replacement & Reserve Accts	55,930,777.89
<u>Moreton Capital Investments</u>	
Moreton Securities	19,986,620.80
<u>Mountain West bank</u>	
Repurchase Sweep Account	27,018,249.14
Checking Account	75,003.17
<u>Cash on Hand</u>	
Finance	400.00
Animal Control	150.00
Police	525.00
Recreation	280.00
Park	208.00
Planning and Zoning	150.00
Total	<u>\$ 180,369,961.80</u>

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



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

City of Post Falls
Treasurer's Report of Cash and Investment Transactions
1/31/2024

FUND	BALANCE 12/31/2023	RECEIPTS	DISBURSEMENTS	BALANCE 12/31/2023
001 - GENERAL FUND	\$ 31,110,068.70	\$ 10,925,234.87	\$ 4,702,974.14	\$ 37,332,329.43
002 - COMPREHENSIVE LIABILITY	542,202.87	\$ 12,947.94	\$ -	555,150.81
003 - PERSONNEL BENEFIT POOL	(445,786.84)	\$ 400,552.09	\$ 383,444.08	(428,678.83)
004 - STREET LIGHTS	-	\$ -	\$ -	-
007 - DRUG SEIZURE PROGRAM	166,007.46	\$ 2,199.41	\$ -	168,206.87
008 - 911 SUPPORT	2,579,069.77	\$ 62,544.08	\$ 10,239.89	2,631,373.96
011 - FACILITY BUILDING RESERVE	11,947,236.94	\$ 29,495.21	\$ -	11,976,732.15
017 - ANNEXATION FEES	1,961,602.54	\$ 11,341.24	\$ 53,333.33	1,919,610.45
023 - SPECIAL EVENTS	353,224.28	\$ 1,378.21	\$ 21.57	354,580.92
029 - CEMETERY CAPITAL IMPROVEMENT	446,519.80	\$ 8,115.00	\$ -	454,634.80
034 - KOOTENAI FIRE/EMS IMPACT FEES	38,360.58	\$ 17,834.51	\$ 25,893.85	30,301.24
035 - PUBLIC SAFETY IMPACT FEES	2,436,532.05	\$ 20,039.12	\$ 2,871.73	2,453,699.44
037 - STREETS IMPACT FEES	5,712,809.09	\$ 60,704.72	\$ 40,221.00	5,733,292.81
038 - PARKS IMPACT FEES	5,708,142.14	\$ 57,398.94	\$ 16,078.20	5,749,462.88
039 - STREETS CAPITAL PROJECTS	-	\$ -	\$ -	-
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(81,416.82)	\$ 1,275.30	\$ -	(80,141.52)
450 - LID GUARANTEE	18,018.51	\$ 50.28	\$ -	18,068.79
650 - RECLAIMED WATER OPERATING	54,204,038.39	\$ 1,685,701.92	\$ 1,061,830.87	54,827,909.44
651 - RECLAIMED WATER CAPITAL - WWTP	2,744,880.07	\$ 269,840.72	\$ 186,745.81	2,827,974.98
652 - RECLAIMED WATER CAPITAL - COLLECTOR	23,068,284.16	\$ 833,183.50	\$ 160,378.40	23,741,089.26
700 - SANITATION	1,270,636.92	\$ 437,882.07	\$ 36,846.64	1,671,672.35
750 - WATER OPERATING	23,518,588.69	\$ 312,081.95	\$ 287,989.72	23,542,680.92
753 - WATER CAPITAL	4,945,075.58	\$ 26,804.08	\$ 50,889.13	4,920,990.53
GRAND TOTAL:	\$ 172,213,115.00	\$ 15,176,605.16	\$ 7,019,758.36	\$ 180,369,961.80

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 CALENDAR
MEETING DATE: 4/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: The Post Planned Unit Development & Subdivision Master Development Agreement
PUD-23-1/SUBD-23-4

ITEM AND RECOMMENDED ACTION:

To review and approve the PUD & Master Development Agreement for the Post PUD and Subdivision
File No's: PUD-23-1 & SUBD-23-4.

DISCUSSION:

Connie Krueger requested, on behalf of the property owner SL Investment Properties, to subdivide approximately 8.72 acres into 87 single family residential lots within the Limited Commercial (LC) zoning designation as part of a Planned Unit Development (PUD). The proposed design modifications were found to be consistent with Post Falls Municipal Code (PFMC) section 18.20.080 and met subdivision requirements per PFMC 17.12.060.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

n/a

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission approved The Post PUD & Subdivision at the December 12, 2023 Public Hearing.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

n/a

BUDGET CODE:

n/a

ATTACHMENTS:

1. The Post PUD and Subdivision Master Development Agreement

**PUD & MASTER DEVELOPMENT AGREEMENT
FOR
THE POST PUD AND SUBDIVISION
(File Nos. PUD-23-1 & SUBD-23-4)**

THE CITY OF POST FALLS, hereinafter the "City", a municipal corporation of the state of Idaho, 408 North Spokane Street, Post Falls, Idaho 83854, and **SL Investment Properties, LLC**, an Idaho Limited Liability Company, 717 W Sprague Avenue #800, Spokane, Washington 99201 and hereinafter the "Developer" enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

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

- A. Developer owns approximately **8.72** acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a **Residential Planned Unit Development (PUD) and Subdivision**, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **The Post** (hereinafter the "Project"). The Project is more specifically identified and described as the **(The Post Narrative, Exhibit A-2, File # PUD-23-1 and SUBD-23-4, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit 1**.
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code § 50-301.
- C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.

- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- E. City acknowledges that the Developer, shall be allowed to develop **The Post** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning and Zoning Commission held a public hearing on **December 12, 2023** and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of the Post Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision was prepared as part of the City's review and approval of the Subdivision and PUD. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The

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

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

1. Property and Term.

1.1 Property Subject to this Agreement

The land is generally described as:

Tract 60, Block 25 Post Falls Irrigated Tracts, according to the plat thereof recorded in Book C of Plats at Pages 78, 79, and 80, records of Kootenai County, Idaho.

Excepting therefrom those portions conveyed to the City of Post Falls by grants of right-of-way recorded July 15, 2004 as Instrument Nos. 1888395 and 1888396, records of Kootenai County, Idaho ("Property")

1.2 Term

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

2. Project Regulations and Policies

2.1. Project Development

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

2.1.1. Existing Approvals

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

2.1.2. Future Application

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

2.1.3 Fees

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

2.2. Project is a Private Undertaking

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

2.3 Hold Harmless

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

3. City's Good Faith in Processing

3.1 Processing

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

3.2 Permits

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

4. Notices, Demands and Communications Among the Parties

4.1 Notice

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

OWNER
SL Investment Properties LLC
Melissa Wells
717 W Sprague Avenue #800
Spokane, WA 99201

CITY
Mayor
408 Spokane Street
Post Falls, Idaho 83854

5. Default, Remedies, Termination, and Review

5.1 General Provisions

Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days' notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such thirty (30) day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, or without commencement of cure within such period and diligent effort to effect cure thereafter, the other party to this Agreement, at its option, may institute legal proceedings to enforce this Agreement by specific performance or give

notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to this Section 5.1 shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is expressly allowed to withhold approval of issuance of building or construction permits when a material condition of default exists or a claim for default is pending.

5.2 Applicable Law/Attorneys' Fees

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

5.3 Termination for Unforeseen Circumstances

These provisions provide a mechanism for the identification of those circumstances which justify the modification, termination, or suspension of this Agreement. If, as a result of facts, events or circumstances presently unknown, unforeseeable and which could not have been known to the parties to this Agreement, the City determines that the health, safety and general welfare of the City or its residents requires the modification, suspension or termination of this Agreement, the City shall (1) notify Developer in writing of the City's determination that such circumstances exist, the reasons for the City's determination and all facts upon which such reasons are based, and forward to Developer (a minimum of ten (10) days prior to the hearing) all documents relating to such determination and reasons therefore; (2) notify Developer, in writing, at least fourteen (14) days prior to the date, the time and place of the hearing; and (3) hold a hearing on the determination at which Developer shall have the right to offer evidence to the contrary. City shall have the obligation, based upon clear and convincing evidence, of establishing that (1) the circumstances were unknown, unforeseeable and could not have been known; (2) the health, safety and general welfare of the community require the suspension, modification or termination of the Agreement as opposed to any other alternative; and (3) the City, to the extent feasible, has provided Developer with an equitable program to reimburse to Developer unused fees, and provided equitable reimbursement for dedications or improvements not required by the extent of the existing development as of the date of such suspension, modification or termination. In the event the City Council should fail to make such findings, then this Agreement shall not be so terminated, modified or suspended. The unforeseen circumstances, which shall cause the operation of this provision, shall not be the result of changes in state or federal law. The procedures described herein shall apply to circumstances, which threaten the health, safety and welfare of the public. If such threat is immediate and substantial, the City may suspend project development immediately in order to protect the public interest.

6. Subsequent Laws as Superseding Terms

6.1. Supersedure by Subsequent Laws

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

7. Mortgagee Protection; Certain Rights of Cure

7.1 Mortgagee Protection

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

7.2 Mortgagee Not Obligated

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

7.3 Notice of Default to Mortgagee

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

8. Transfers and Assignments

8.1 Right to Assign

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

8.2 Release Upon Transfer

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

9. Covenants Run with The Land

9.1 Binding upon Land

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

9.2 Maintenance of Common Area Landscaping and Private Infrastructure

The Developer shall establish a Homeowner's Association to provide for the maintenance of the common area landscaping, including any common areas fronting the roads (as identified within the Reasoned Decision and or upon the face of the recorded plat) and annual and long-term maintenance of all private streets, alleys and sidewalks. The Homeowner's Association shall be solely responsible for all landscaping maintenance including routine weeding, mowing, watering, trimming, planting and all normal activities required to sustain attractive healthy plants and plantings in a landscaped environment. This responsibility includes the costs for snow removal along sidewalks and asphalt trails;

along with maintenance of the irrigation system, providing water, replacing shrubs, sod, trees and other plants as required to keep the landscaped areas attractive and healthy. Developer agrees that in the event that the Homeowner's Association fails to meet its obligation under this provision that the City is authorized to contract to provide the maintenance services and to assess the cost of such infrastructure maintenance and water fees to the property owners within the subdivision. This obligation shall be ongoing and constitute a consensual perpetual lien upon the property within the subdivision.

10. General Provisions

10.1 No Joint Venture or Partnership

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

10.2 Severability

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

10.3. Entire Agreement

This Agreement is executed in one original and consists of **forty-one (41)** pages, including the Recitals and 2 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

Exhibit 1: General Description and Plan of Record (The Post Narrative, Exhibit A-2, File # PUD-23-1 and SUBD-23-4, Post Falls Community Development Department)

Exhibit 2: Reasoned Decision, The Post PUD and Subdivision

10.4 Completion of Performance

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

10.5 Force Majeure

Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions) or other causes beyond such party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its

obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years.

10.6 Estoppel Certificate

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

10.7 Duty to Record

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

Executed this ____ day of _____, 20__.

By: CITY OF POST FALLS, a Municipal Corporation

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

By: Owner



Melissa Wells, Manager
SL Investment Properties LLC

ACKNOWLEDGMENT

STATE OF IDAHO)
)
:SS
County of Kootenai)

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

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

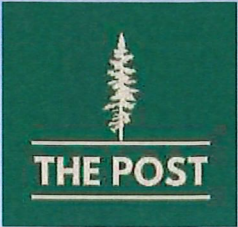
Notary Public for the state of Idaho
Residing at: _____
Commission Expires: _____

STATE OF Washington)
)
:SS
County of Spokane)

This record was acknowledged before me on 3/20/24 by **Melissa Wells** as Manager of **SL Investment Properties LLC**.



Claudia M. Hersey
Notary Public for the state of Idaho Washington
Residing at: Spokane, WA
Commission Expires: Mar. 23, 2027



THE POST

A Townhome Community
| Post Falls, ID |

PLANNED UNIT DEVELOPMENT
PRELIMINARY PLAT NARRATIVE

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PROPERTY INFORMATION

Tax Assessor Information and Ownership

This 8.65-acre property is assigned tax parcel number P-7050-25-060-AA and AIN100887. It is owned by SL Investment Properties, LLC located at 717 W Sprague Avenue Suite #800, Spokane, WA 99201.

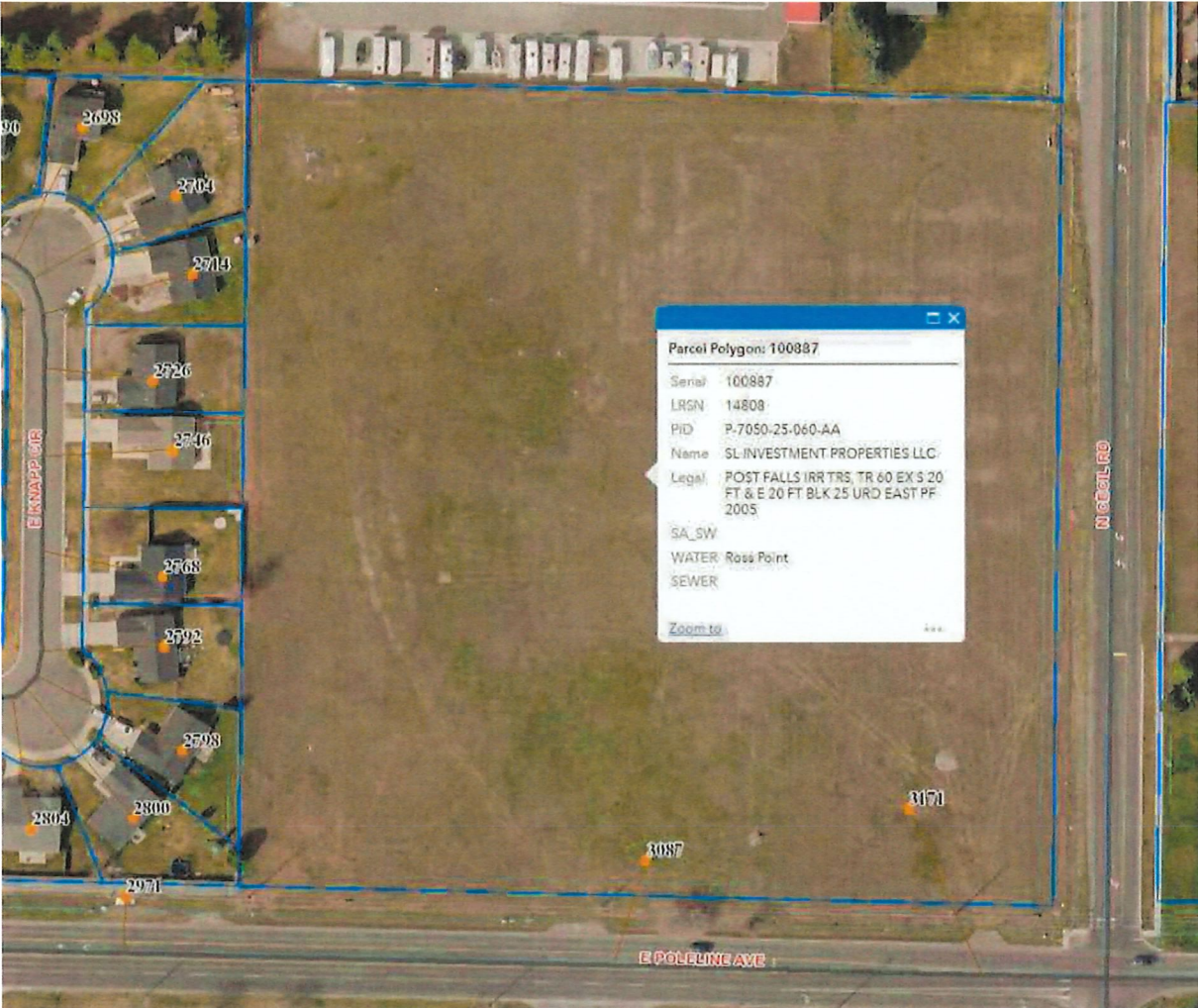


Figure 1: KC Earth Aerial View of Property with Parcel Information

Location

The property is located at the northwest corner of E Poleline Ave and N Cecil Rd. It is located in the southeast quarter of the southwest quarter of Section 25, Township 51 North, Range 05 West, Boise Meridian, Kootenai County, Idaho.

Zone Districts and Land Uses

Zoning: This property is zoned Limited Commercial. Pursuant to Post Falls City Code PFCC 18.16.010.B.1:

B. Commercial Zones:

“1. Limited Commercial (LC): The LC Zone permits neighborhood compatible commercial retail and service uses of modest scale in areas not conveniently served by existing or proposed commercially

designated lands. This zoning district is compatible with residential lands that would accommodate medium density residential land uses. Residential uses may be allowed at densities permitted by the Medium Density Residential (R2) Zone by special use permit. Lot area and building bulk and placement requirements shall agree with the values set forth in section 18.20.040, “Official Bulk and Placement Regulations Table,” of this title.

Pursuant to the City Code of Post Falls 18.20.030 Land Use Table, Townhomes, 6 units or less per structure, are a use which is permitted outright use within the LC zone.

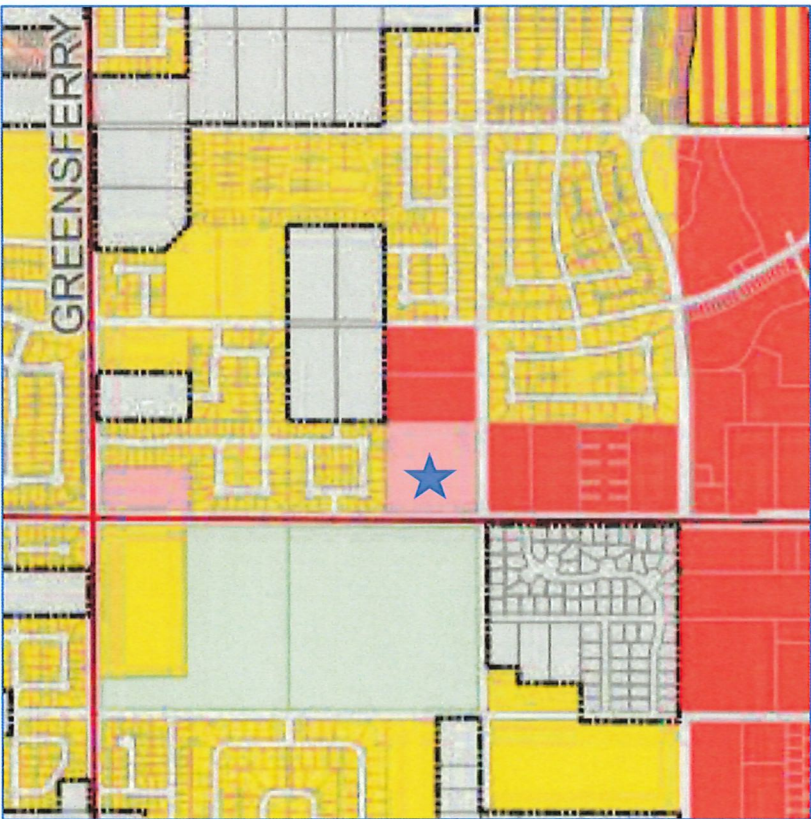
Below are the applicable excerpts from the City’s “Official Bulk and Placement Regulations Table” addressing townhomes: ”

District	Maximum Height (Ft.)	Minimum Yard Requirements				Minimum Lot Width (Ft.)	Maximum Lot Coverage (%)	Minimum Lot /Area Dwelling Unit (Sq. Ft.)
		Front (Ft.)	Rear (Ft.)	Interior Side (Ft.)	Street Side (Ft.)			
R2 (TH)	35	15	20	0-5	15	25	70	2,400

Figure 2: Excerpt from Post Falls City Code Official Bulk and Placement Regulations Table

The following zoning designations and land uses adjoin the property.

North	CCS (red)
East	CCS (red)
South	PR (green)
West	R-1



Figures 3 and 4
Surrounding Zoning
Table and Surrounding
Zoning Map

PROPOSAL

Summary Description



THE POST is a townhome community of 87 single family residential lots designed for the homebuyer who is seeking housing within the median price range for Kootenai County. THE POST will provide needed home ownership opportunities for the greater Post Falls community.

The Yellowstone Pipeline bisects the property, providing opportunities for open space, walking paths, a park with amenities, and supplemental parking; all of which will serve THE POST community, and which will enhance the quality of life for the future homeowners. This will be a Homeowners Association (HOA) managed property.



Figure 5: THE POST Conceptual Landscaping Plan

THE POST is ideally located in an area of Post Falls where there are a variety of land uses in near proximity which support the townhomes. This variety of land uses includes a traditional neighborhood to the west, Post Falls High School to the south, a church to the east, and a ministorage facility to the north. These uses provide storage, educational, and ecumenical support services to the future residents. There is also a multifamily development located east of the church along Poleline Avenue, which along with THE POST, provides a concentration of higher density residential uses along a minor arterial. Such density patterns reduce traffic impacts and alleviate the demand for intensified density within other established areas of the city. These density patterns also lessen demand to intensify the more rural areas of the city as they redevelop.

THE POST immediately accesses E Poleline Ave easily connecting with other collector and arterial road systems as well as Highway 41 (less than half a mile) with its variety of support services and businesses.

The near proximity of food services, retail, and various personal service on Highway 41; as well as the various commercial nodes that are in development on Prairie Avenue, reduces the viability of additional business opportunities along W. Poleline, an area already largely characterized by residential development.

THE POST will add additional benefits to the overall Post Falls community by providing valuable local greenspace, overflow parking areas, and road systems; all of which are all privately operated and maintained, thereby reducing the community tax burden. The owner will also construct frontage improvements and sidewalk connections on the west side of N Cecil Rd, which will provide connectivity for the greater Post Falls community. The provision of housing ownership opportunities at a reasonable price point is also greatly needed within Post Falls and the surrounding cities and is beneficial to the residents of the region.

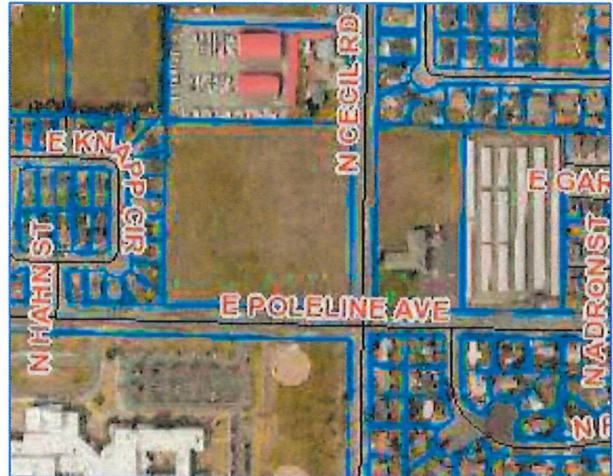


Figure 6: THE POST Aerial View Surrounding Land Uses

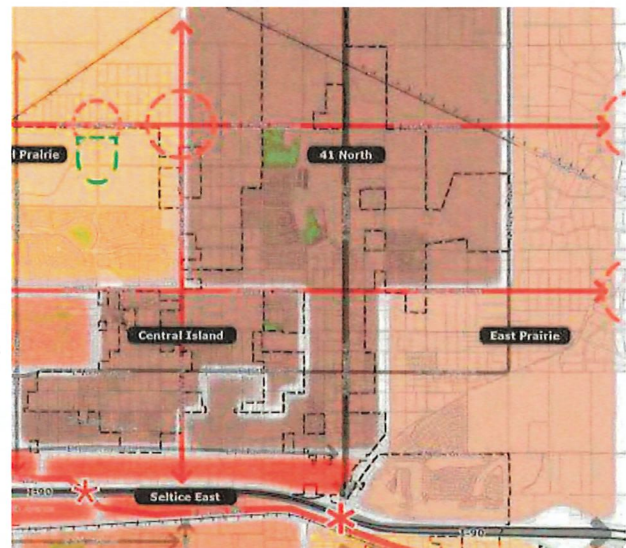


Figure 7: Comprehensive Plan Commercial Nodes

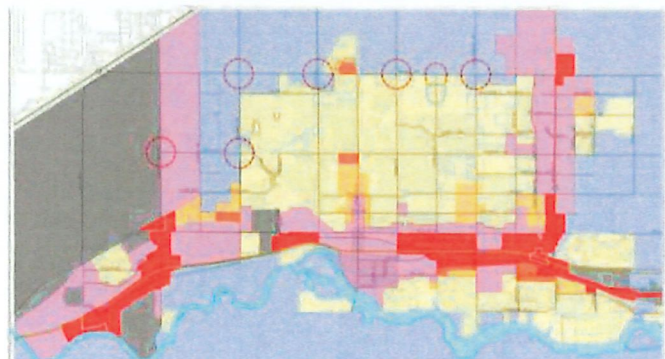


Figure 8: Comprehensive Plan Commercial Nodes and Planned Lands Uses along Prairie Ave and Highway 41

Advantages of Planned Unit Developments pursuant to the American Planning Association

A planned unit development (PUD) is a large, integrated development adhering to a comprehensive plan and located on a single tract of land or on two or more tracts of land that may be separated only by a street or other right-of-way. A PUD is a form of development that, although conceived decades ago, can be used today to advance a number of important smart growth and sustainability objectives. A PUD has a number of distinct advantages over conventional lot-by-lot development. Properly written and administered, a PUD can offer a degree of flexibility that allows creativity in land planning, site design, and the protection of environmentally sensitive lands not possible with conventional subdivision and land development practices. Moreover, properly applied, a PUD is capable of mixing residential and nonresidential land uses, providing broader housing choices, allowing more compact development, permanently preserving common open space, reducing vehicle trips, and providing pedestrian and bicycle facilities. In exchange for design flexibility, developers are better able to provide amenities and infrastructure improvements and find it easier to accommodate environmental and scenic attributes.

*Planning Advisory Service Quick Notes No. 22
A publication of the American Planning Association*

Feature of THE POST PUD:

Density:

The gross acreage of the property is 8.65 acres. Of this, 5.31 acres will be in residential lots. This equates to a density of 10.1 dwelling units per acre. Per City Code 18.20.040 –R2 (TH), 18.15 dwelling units per acre are allowed.

Open space:

There are five private open space tracts planned within THE POST.

Details are as follows:

Tracts A-D

Open Space and Parks:

Approximately 1.51 acres will be in four common open space tracts with a park, pathways, sidewalks, parking, stormwater, and utilities. These four tracts are approximately 17.5% of the property.

Tract E

Streets and Utilities:

Approximately 1.83 acres will be in one common open space tract with streets, alleys, sidewalks, stormwater, utilities, and parking. This tract is approximately 21.2% of the site.

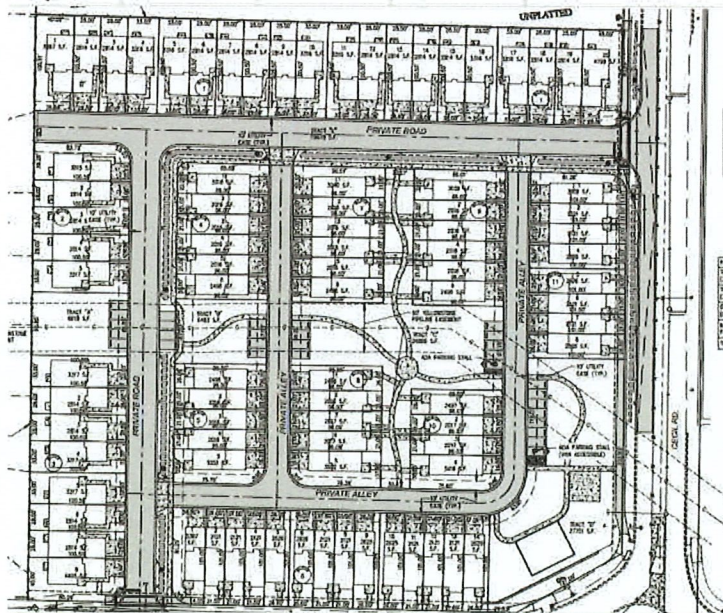


Figure 9: THE POST Planned Unit Development and Plat Map

Structures:

With a PUD approval process, design elevations of the proposed structures are provided by an applicant, often without supporting detailed architectural plans for the interior and exterior of the individual units. This is because the design of the actual structures has not been completed, rather the owner is waiting for their PUD concept to be approved before creating detailed design drawings.

This is not the case with THE POST. Because the property is small, encumbered by the Yellowstone Pipeline, served by private infrastructure maintained by the future HOA, and contains individual lots; much time and attention has been placed into interior and exterior designs of the individual townhome structures and townhome block structure, as well as the individual lot plans. As for future single family-owned homes, careful attention has been paid to livability.

Exterior features:

Each townhome structure holds 4, 5, or 6 single family residential living units. These individual single family residential living units are designed to be 21’ and 28’ wide. The elevations and floor plan details can be viewed in the attached architectural drawing sets. Here are the summary details of these plans.

21’ Single Family Residential Units (with alley loaded garages)



Figure 10: THE POST Elevations 21’ Single family Residential Units

Residence Type—21’ Units	Living Area	Garage Area	Bedrooms		Bathrooms	Upper deck/covered porch	Special Features
End Unit	1787 sq. ft.	490 sq. ft.	3 Upper		2 Upper 1 Lower (part)	Covered porch	Separate first floor powder room; separate second floor laundry; large bedrooms, understairs storage; separate mechanical room in garage
Interior Unit	1845 sq. ft.	490 sq. ft.	3 Upper		2 Upper 1 Lower (part)	Covered porch and balcony	
Middle Unit *only on 5-unit bldg.	1787 sq. ft.	490 sq. ft.	2 (primary) Upper		2 Upper 1 Lower (part)	Covered porch	

28' Single Family Residential Units (with front loaded garages)



Figure 11: THE POST Elevations 28' Single family Residential Units

Residence Type—28' Units	Living Area	Garage Area		Bedrooms	Bathrooms	Upper deck/covered porch	Special Features
End/Middle Unit	1904 sq. ft.	490 sq. ft.		3 Upper 1 Lower	2 Upper 1 Lower	Covered porch	Lower floor full bathroom; lower floor separate laundry; large bedrooms
Interior Unit	2103 sq. ft.	490 sq. ft.		3 Upper 1 Lower	2 Upper 1 Lower	Covered porch	

Lots:

The lots will range from 21'-48' wide. The minimum lot area proposed is 2,000 sq. ft. The minimum lot frontage proposed is 21'. Individual lot coverage will not exceed the 70% allowed by City Code

Access: All lots will be accessed via an internal private road system. Thirty-three (33) of the lots (along the north and west property lines) will be front-loaded from the private road system, and 54 of the lots will be rear loaded from the private alley system. Private road approaches will be constructed onto N Cecil Rd and E Poleline Ave.

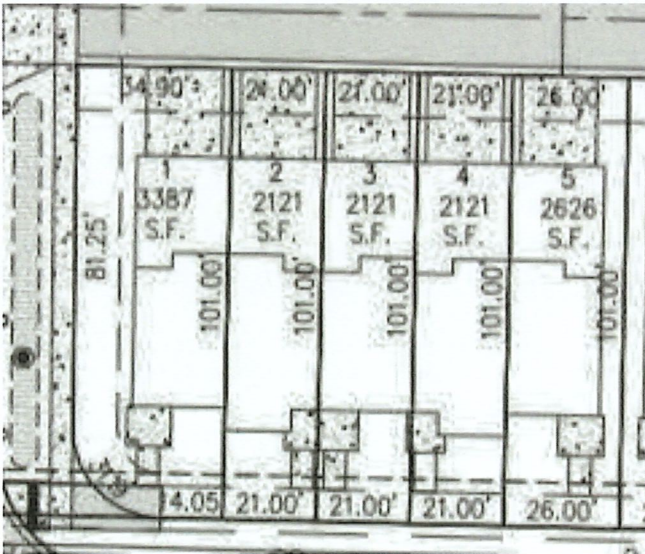


Figure 12: THE POST Lot Width Example

Parking:

Each townhome will have two interior garage parking spaces and two exterior driveway spaces for a total of 4 spaces per residence. This equates to 348 private parking spaces in THE POST. There are also 30 roadside parallel parking stalls and 30 overflow parking stalls in parking areas throughout the development.

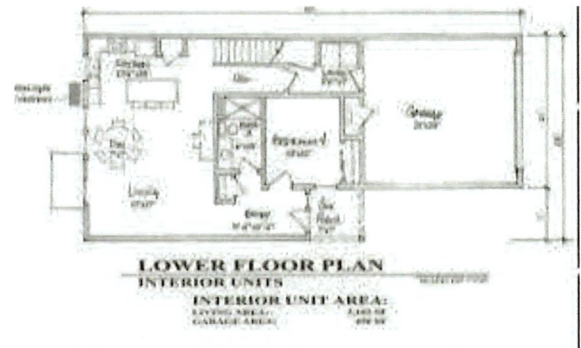


Figure 13: THE POST Two Vehicle Garage Example

Landscaping and amenities:

The conceptual landscaping plan is attached. Here are some summary details.

The open space tracts have walking paths, landscaping, and a variety of use amenities. The Owner is proposing to construct the following items within the common open space areas:

- 5' asphalt or concrete walking paths
- Irrigated turf grass and mulched landscape beds
- Trees, bushes, and grasses
- Benches
- Picnic table
- Shade structure (30'X30')
- Play structure with engineered wood fiber play area
- Bollard lights along pathways

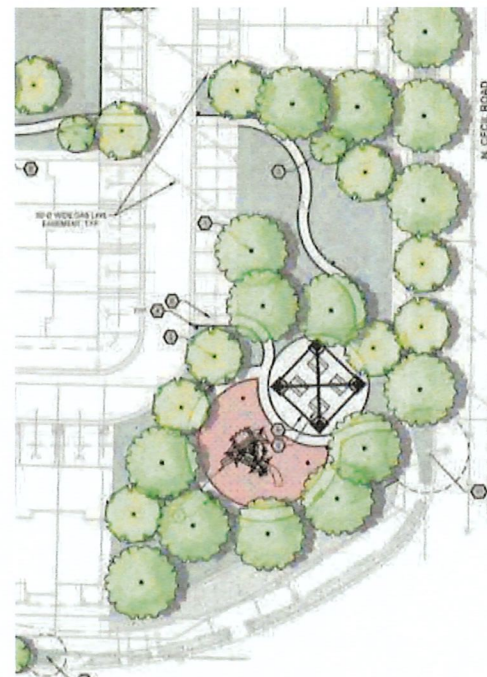


Figure 14: THE POST Landscaping Concept Plan

Fences and gates:

The west and north boundaries of the property will be fenced. The lots abutting the north and west boundaries may have backyard areas which are individually fenced.

THE POST is not planned as a gated community.

Design Modifications

The requested design modifications are detailed in Exhibit B. These modifications enhance the concept of a master planned community with a heightened level of site and architectural design. This design promotes healthy and interactive residential lifestyles with communal walkways, gathering areas, park spaces, and additional internal parking. The buildings are designed with aesthetic enhancements and variation. There is also a feeling of community closeness and interactivity with the alley-loaded home fronting onto shared greenspace.

Infrastructure

Potable water: Ross Point Water District is the water service provider. Water mains are located within both the E Poleline Ave (8" diameter) and N Cecil Rd (12" diameter) rights of way. 8- inch PVC water mains will extend from the mains in both roads internal to this project and will be installed under the new road surface within the street tracts. Appropriate easements will be reserved allowing the Water District

to access the infrastructure. All mains, laterals, and meters boxes will be installed per the Ross Point Water District specifications.

Fireflow: Kootenai Fire and Rescue is the emergency fire and life/safety response service provider. The new 8" water mains discussed above will serve to provide fire service to the new development. New fire hydrants will be installed throughout the development. Appropriate easements will be reserved allowing the Fire District to access the infrastructure. All infrastructure will be installed per the Kootenai Fire and Rescue District specifications and regulations.

Sewer: The City of Post Falls is the sewer service provider. Sewer mains are located at Enclave Way, Downing, and Andesite. 8-inch PVC mains will be installed under the road surface within the street tracts. Appropriate easements will be reserved allowing for the city to access the infrastructure. All mains, utility access holes, and laterals will be constructed per the City's specifications. Individual sewer services will extend a minimum of five feet internal to individual lots.

Irrigation: THE POST HOA will be the irrigation service provider. Irrigation systems will be installed in the various tracts. System sizes will vary depending on location. These tracts will be dedicated to the HOA allowing the HOA to access the tracts for maintenance.

Stormwater: THE POST HOA will be the stormwater maintenance provider. Stormwater infrastructure will be installed in the various tracts. Stormwater systems sizes will vary depending on location. All ponds, basins, swales, catch basins, pipes, and curb inlets will be constructed per the City's specifications. These tracts will be dedicated to the HOA: allowing the HOA to access the tracts for maintenance.

Snow: THE POST HOA will be the snow removal and storage maintenance provider. Snow will be removed and stored in the various tracts. The storage area sizes will vary depending on location. These tracts will be dedicated to the HOA allowing the HOA to access the tracts for storage and maintenance.

Streets: The owner is proposing that internal circulation within the PUD will be via a private street and alley system. As this is a private community, this will be a low volume, low speed street system, which is designed for internal traffic calming. The street infrastructure will be dedicated to the HOA allowing the HOA to access the tracts for maintenance. Materials and structural sections for streets, curbing, and sidewalks are proposed to be per city standards, but there are some slight design modifications proposed. The owner is proposing the following two street types:

Private Road Typical Section A is proposed for the streets serving the larger front-loaded lots in the PUD. The owner is requesting a modification to allow for one side of the street to contain the on-street parking, sidewalk, swale, and landscape buffer.

Below is the typical section for this road design.

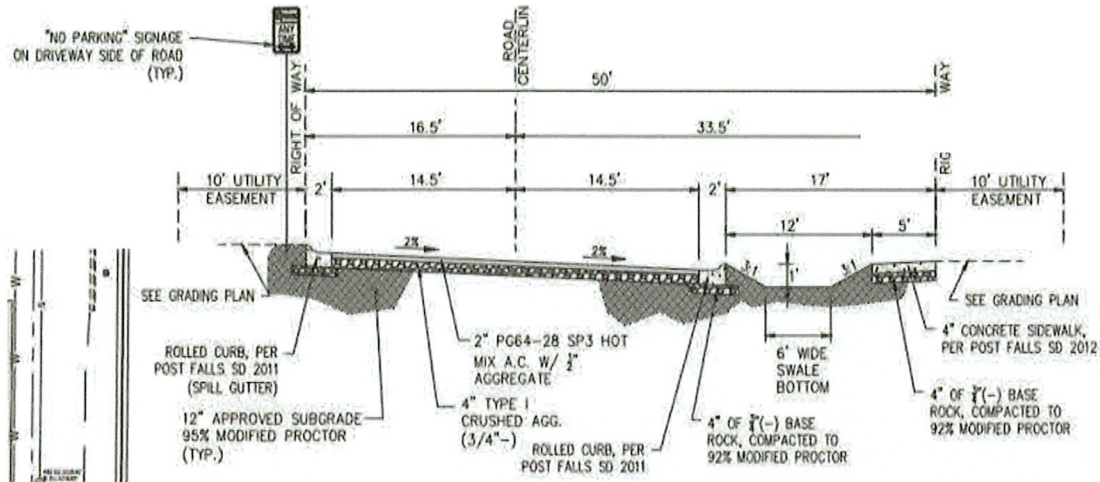


Figure 15: Private Residential Street Typical Section A (w/ parking, sidewalk, swale, and landscaping on one side)

Private Alley Typical Section B is proposed for other internal roads. This alley is designed to provide access to the rear loaded lots. The owner is requesting modification for these streets to be a surfaced road with of 26' but without the on-street parking, sidewalks, swale, vertical curb and gutter, and landscaping that are part of a traditional street section.

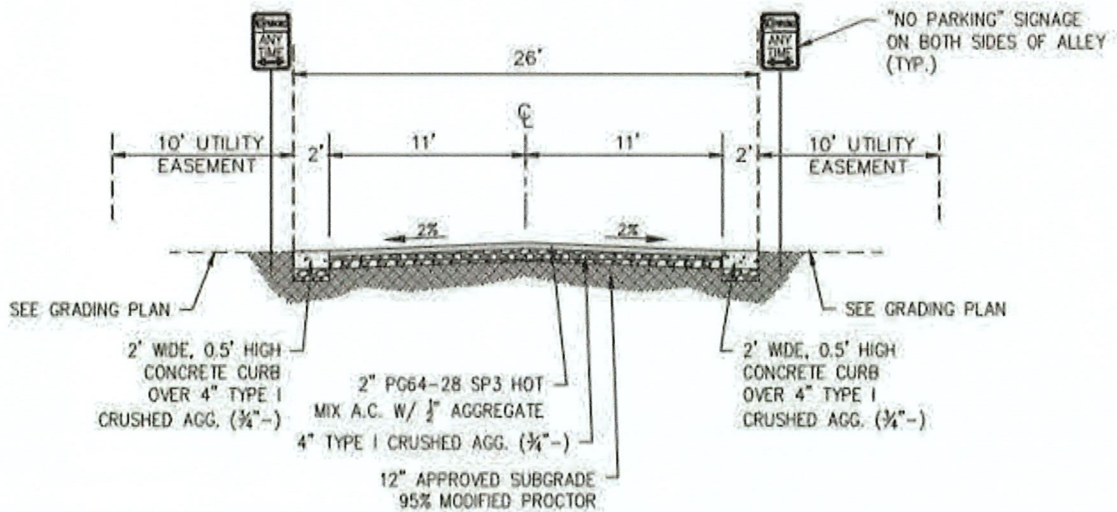


Figure 16: Private Residential Alley Typical Section B (with street structural section and flush concrete curbs)

Below is the proposed typical section for the Cecil Road Widening.

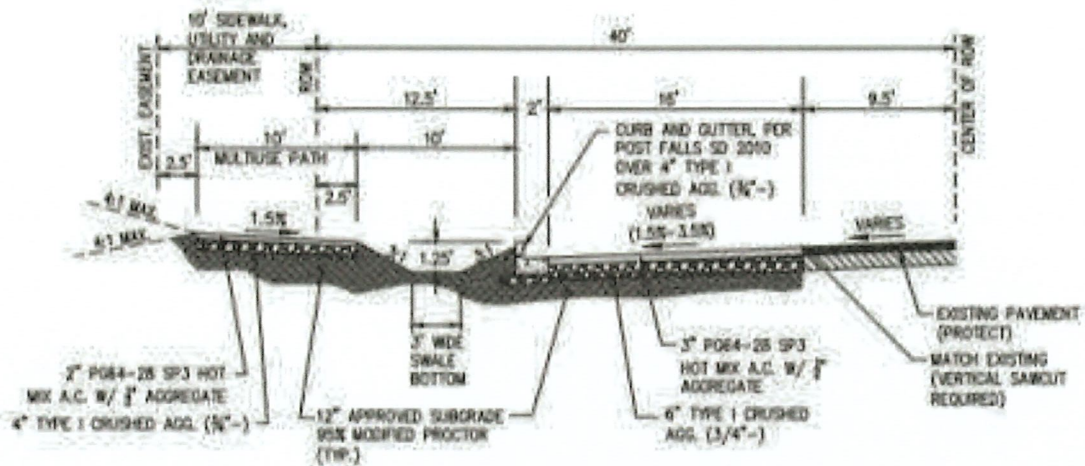


Figure 17: Cecil Street Typical Section

Parking: In addition to the two garage spaces per unit and two exterior spaces onsite for each townhome there are additional provisions for 30 roadside parallel parking spaces and 30 supplemental parking lot spaces throughout THE POST. All parking spaces are designed per the City's specifications. The parking areas will be in the street tract and will be owned by the HOA who will have rights of access to the tract for maintenance.

Recreational paths: Recreational paths will be provided through THE POST, its private park area, and externally on Cecil Rd and Poleline Avenue. Paths sizes and materials may vary, with 5' asphalt or concrete sidewalks planned in most internal areas. The paths will be in the various tracts. These tracts will be dedicated to the HOA: allowing the HOA to access the tracts for maintenance.

Power, street lighting, and private utilities: Utilities will be established in road-side easements and tracts and maintained by the service provider. Appropriate easements will be reserved allowing the service providers to access the infrastructure.

Management of Common Areas

The owner is proposing the following infrastructure that will be maintained by the HOA:

- Streets, alleys, and parking areas (street surface, curb/gutters, markings, sidewalks, landscape buffers, and any signage)
- Stormwater systems
- Snow removal and storage
- Paths/sidewalks
- Structures within common areas
- Supplemental parking areas
- Irrigation (stormwater infrastructure, street and common area landscaping)
- Mailbox station

Schedule

The project is proposed as a single-phase PUD/subdivision. Construction of the PUD/subdivision infrastructure is anticipated to commence and be completed in late 2023 or 2024 with home construction beginning in 2024.

CODE ANALYSIS

Post Falls City Code 18.28.080

E. PUD Review And Approval Criteria: The Planning and Zoning Commission will hold a public hearing to consider the proposed PUD plan following the quasi-judicial hearing procedures contained in section [18.20.060](#) of this chapter. In order to approve a proposed PUD plan the commission must determine that the proposal meets each of the following approval criteria:

1. The proposed PUD provides for an integrated transportation network that adequately serves the proposed development by:
 - a. Providing a public water supply system that has adequate supply to serve the proposed development; and
 - b. Providing a public wastewater collection system that is designed in accordance with the City's adopted Wastewater Master Plan and has sufficient capacity to accommodate the proposed sewer flows; and
 - c. Providing adequate accommodation for other utilities necessary to support the proposed development; and
 - d. Providing sufficient parking throughout the development to adequately meet the parking needs of all uses proposed in the PUD.

THE POST will be served by adequate public and water systems. Appropriate agencies have provided will serve letters where required by code. THE POST will exceed the City's parking standards with overflow parking areas provided strategically throughout the community.

2. The proposed PUD provides for an integrated transportation network that adequately serves the proposed development by:
 - a. Providing for the continuation of arterial and collector streets, meeting City standards for traffic volume, in a manner consistent with the City's adopted Transportation Master Plan; and
 - b. Providing a local street network that allows adequate traffic circulation and snow storage throughout the entire development; and
 - c. Providing a pedestrian and bicycle system designed to provide adequate circulation throughout the entire development and to all open space areas.

THE POST will access directly onto existing public streets with improvements made as required to meet current city standards. THE POST is served by a looped outer street system and an internal alley system which provide a well-organized local street network. Sidewalks are provided on public roads and additionally there are internal path systems providing for pedestrian and bicycle circulation throughout the community.

3. The proposed PUD provides enhanced community design by:
 - a. Conserving and incorporating the sites significant natural, scenic and/or historical features in the development, if any; and

- b. Integrating a mix of compatible land uses in the development and adequately buffering and/or separating any incompatible uses in the development; and
- c. Locating the proposed uses and lot sizes in the proposed PUD in a manner that blends with the surrounding uses, neighborhoods and public facilities located in the city; and
- d. Providing at least ten percent (10%) of the gross land area for open space that meets the recreational needs of the users of the development and provides for a variety of recreational uses; and

THE POST is innovatively designed around the Yellowstone Pipe corridor, actively taking advantage of the pipeline location to provide for interconnected green spaces, trail systems, gathering, and recreation areas making up 17.5% of the property. THE POST is in an area with a mixture of land uses that supply localized services as well as access to significant commercial and service offerings within a short distance on the Highway 41 system.

- 4. The proposed PUD provides for timely development of the property and security for future completion and maintenance by:
 - a. Ensuring that each development block contains all the necessary element to exist independently from future blocks; and
 - b. Ensuring that each building in the development lot has sufficient access around the structure to allow for continual maintenance of the building and access for emergency services.
 - c. Ensuring that a funding mechanism exists to adequately maintain common areas that are not publicly maintained
 - d.

THE POST is a small project that will be built in one phase. Each development block will have the necessary infrastructure to be independent. There is adequate area around each building to meet building and fire codes as well as to provide entry to maintenance purposes. As with all Architerra projects, THE POST will be managed by an internal HOA management company.



Connie Frazier



Exhibit A:

Existing Physical Environment

Existing use: The property is currently undeveloped.

Topography: The property is generally flat, sloping very slightly (approx. 1%) downward from the northwest corner of the property both to the south and to the east.

Soils: The United States Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) defines the soil as Garrison Gravelly Silt loam (0%-7% slopes). This soil type is generally characterized as deep, somewhat excessively drained, soil formed in outwash terraces with gravelly ash and loams in the upper portion. This is not a hydric soil.

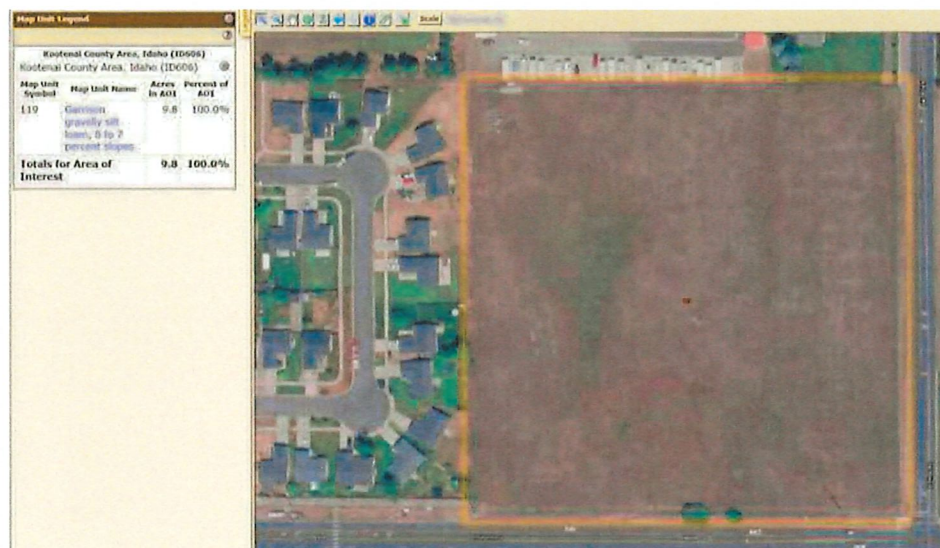


Figure 18: USDA NRCS Web Soil Survey

Wetlands and Riparian Areas: Pursuant to the National Wetlands Inventory Surface Waters and Wetlands Map, there are no natural riparian areas or wetlands on or near the property.

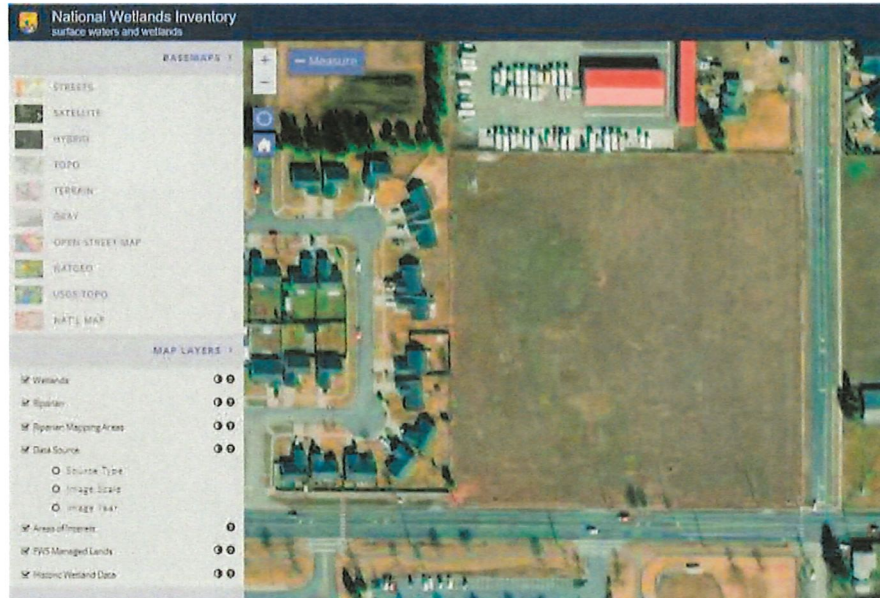


Figure 19: US Fish and Wildlife Serve National Wetlands Inventory Wetlands Mapper

Flood Zone Designation: Pursuant to the National Flood Insurance Program Flood Map 16055C0385E, the property is located entirely in a Zone X Area of Minimal Flood Hazard (outside the 0.2% annual chance floodplain).

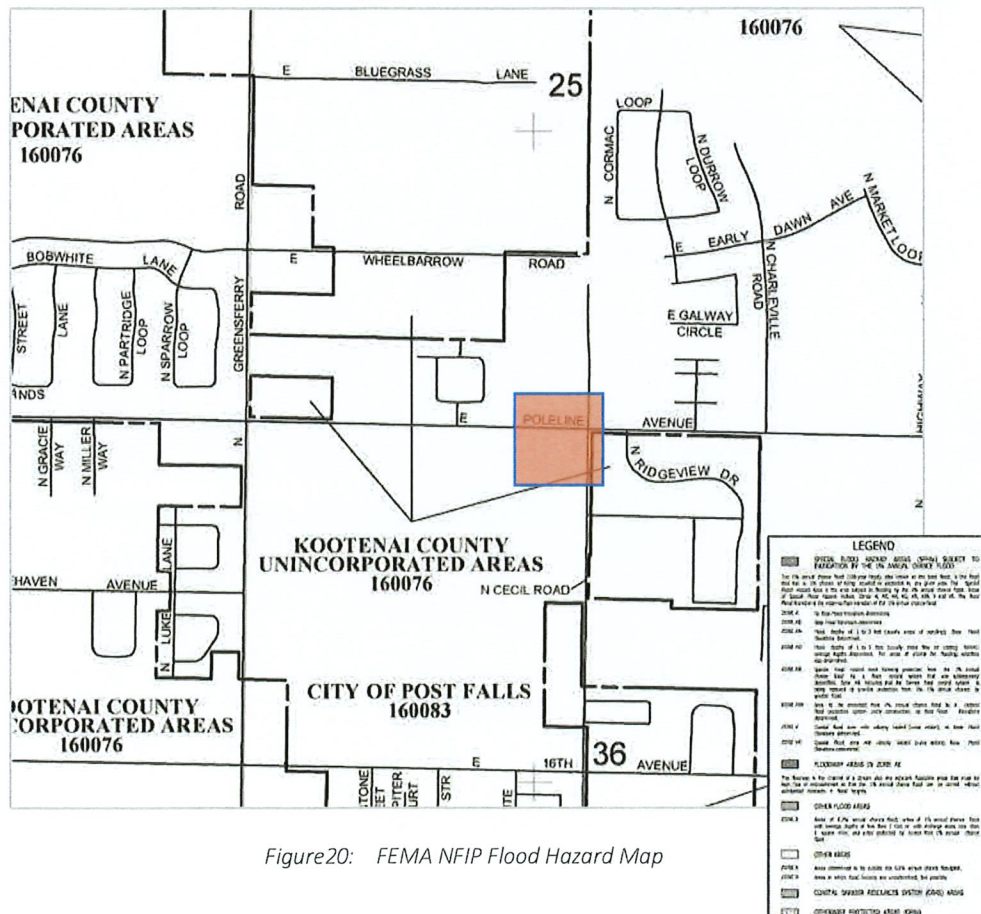


Figure 20: FEMA NFIP Flood Hazard Map

Exhibit B:

Design Modifications

ZONING/STREET STANDARD CODE CITATIONS	Modifications proposed as allowed by PFCC 18.20.080.b. Pursuant to 18.20.080.b.3, the following modifications to the city's standards are discussed in the applicable sections below.
18.20.040 2400 sq. ft. minimum lot area Modification per 18.20.080.B.3.c	Proposing a 2000 sq. ft. minimum lot area
18.20.040 25' minimum lot width Modification per 18.20.080.B.3.c	Proposing a 21' minimum lot width, with widths ranging up to 48' wide
18.20.040 15' flanking yard setback Modification per 18.20.080.B.3.a	Proposing a 10' flanking street setback
18.20.040 R2 (SF) lot 45' or less must be alley/rear loaded Modification per 18.20.080.B.3.a	Proposing 33 of 87 units as front-loaded townhome units
12.12.060.A Driveway approach widths 40% Exception per Zoning Administrator per 12.12.060 and modification per 18.20.080.B.3.d	Proposing driveway approach widths that exceed 40% of individual lot frontages
17.28.040.A.8 Street Circulation and Design Standards Modification per 18.20.080.B.3.d	Proposing private street; private streets and associated streetlights shall meet city public street and illumination standards
17.28.040.A.9 Street Circulation and Design Standards Modification per 18.20.080.B.3.d	Proposing private alleys with maintenance administered by the HOA
17.28.050 Pedestrian Walkways Modification per 18.20.080.B.3.d	Proposing small area at east/west private road turning tee that will not have sidewalks on either side
17.28.090 Street Trees Modification per 18.20.080.B.3.d	Proposing street trees on one side of private road; this will be supplemented by trees in open space and park areas; thus
17.28.110 Residential Street Design Modification per 18.20.080.B.3.d	Proposing alley-loaded lots built to IFC standards

TOWNHOME
CODE CITATIONS

Modifications proposed:

Post Falls City Code 18.24.030.c.3 requires specific access and design features for townhomes. THE POST is designed holistically, with the site designed integral to the structures and the structures designed integral to the site. With the depth of design that has been completed to THE POST, the owner would like to ensure that there are no process concerns at the time of future building permit, thus, the proposed modifications to the townhome standards are detailed below. The owner requests that these be memorialized and/or addressed as required by Code through this PUD process.

Proposing 33 of 87 total units as front-loaded townhome units. The Yellowstone Pipeline has necessitated innovative design with private streets and alleys. The property fronts on Poleline Ave and Cecil Rd, minor arterial/major collector roads where direct driveway access would not be allowed and where it is not desirable to front the structures outward to these roads.

18.24.030.C.3.

Unless otherwise approved through site plan review, vehicular access will be from the rear

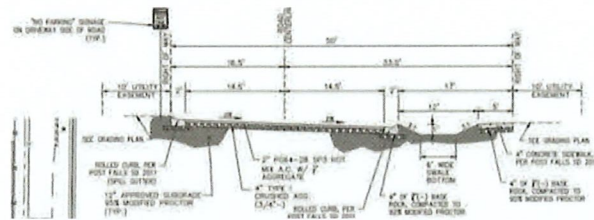


Figure 21: Excerpt from PUD and Plat depicting lot orientation

18.24.030.C.4

An offset face shall not create two adjoining principal faces

Proposing design variations that meet the intent of the City's townhome design standards. See the attached architectural plans. The ability to strictly comply with each of these City standards on each individual unit is offset by the owners' desire to provide covered patio shelter, usable and safe interior spaces, and ample onsite parking with multiple car garages and driveways.

18.24.030.C.5

Offset face setback 5' from principal face

The project architect worked with the City's townhome design standards in hand and has created visual interest and distinction on each building through off-set front faces and the use of multiple and alternating siding materials.

Additional visual interest and distinction is provided on each unit using alternating glazing (window) and door placement, covered patios, and steel framed balconies.

18.24.030.C.6

3/4 width offset face

The architect has worked to ensure that the concepts of articulation and visual distinction encapsulated in this code section are addressed thoroughly in the design.

18.24.030.C.8

Street screens

Proposing to screen parking areas through surrounding vegetative buffers. See concept landscaping plan.

Code Interpretations

CODE INTERPRETATIONS PER POST FALLS CITY STAFF -Included to memorialize interpretation per city staff

18.16.010.B.1	
Residential densities may be allowed at densities permitted by the Medium Density Residential Zone by special use permit.	This PUD process will substitute for a special use permit approval process.
18.24.030C.1.	
Open porches may extend 5' from principal plane	Porches currently extend into the 15' setback. The city staff clarified that this code section allows for this extension without the need for a modification request and that the intent of the code is a 5' exception to yard setback requirements.
18.24.030.C.2	
Walkway connecting each unit to the adjacent sidewalk	Walkways are provided where there are adjacent sidewalks at the roadside or within common open space. There are areas, primarily on the north and west side of the perimeter street, where there are no adjacent sidewalks and as such, walkways are not shown. The staff has interpreted that the connection of a walkway to an adjacent sidewalk is only required where sidewalks will also exist.
18.24.030.C.3.	
Unless otherwise approved through site plan review, vehicular access will be from the rear	This PUD process will substitute for a site plan review approval process.
Sidewalks on both sides of private street	See attached preliminary plat, requesting one-side only in limited areas on the perimeter street

**The Post PUD & Subdivision
File Nos. PUD-23-1 & SUBD-23-4
Planning and Zoning Commission
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Connie Krueger

LOCATION: Generally located on the northwest corner of E. Poleline Avenue and N. Cecil Rd.

REQUEST: Planned Unit Development (PUD) and Subdivision of approximately 8.72 acres into 87 Single-Family Residential Lots with modifications to city code, as depicted in Exhibit A-2 and A-3.

B. RECORD CREATED:

1. A-1A PUD Application
2. A-1B Subdivision Application
3. A-2 Narrative
4. A-3 Preliminary Plan
5. A-4 Architectural Plan
6. A-5 Letter of Authorization
7. A-6 Title Report
8. A-7 Warranty Deed
9. A-8 Radius Report
10. A-9 Ross Point Water Will Serve
11. S-1 Vicinity Map
12. S-2 Zoning Map
13. S-3 Future Land Use Map
14. PA-1 PHD Comments
15. PA-2 PHD Comments
16. PA-3 Phillips 66 Comments
17. PA-4 PFPD Comments
18. PC-1 Welton Comments
19. PC-2 Hardt Comments
20. PZ Staff Report
21. Testimony at the December 12, 2023, Planning and Zoning Commission ("Commission") hearing including:

The Planning and Zoning Commission (hereinafter "Commission"), conducted a public hearing in-person which was live-streamed on the City of Post Falls YouTube Channel. The request was for the Commission to review the requested PUD and subdivision of approximately 8.72 acres into 87 single-family lots within the Limited Commercial (LC) zoning designation. The request is evaluated under the standards of Post Falls Municipal Code ("PFMC") § 17.12.060 and 18.20.080.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report to the Commission. He testified that the owner of the property is SL Investment Properties, represented by the Applicant Connie Krueger. He testified that the

applicant requests review and approval of the proposed subdivision into 85 residential lots and approval that the PUD design modifications meet the requirements of the Post Falls Municipal Code.

Mr. Porter explained that the property is generally located on the northwest corner of E. Poleline Avenue and N. Cecil Road. The properties directly to the west are zoned Single-Family Residential (R-1) and north of the subject site is zoned as Community Commercial Services (CCS). Across N. Cecil Road to the east is zoned CCS. Public Reserve zoning district is located south across E. Poleline Avenue. The land is vacant undeveloped land. It is over the Rathdrum Prairie Aquifer. The water provider is Ross Point Water District and the wastewater provider will be the City of Post Falls.

Mr. Porter testified regarding the first review criteria under the PUD review process, Subsection A, stating that the proposed PUD was ensuring a public water supply system with adequate capacity as demonstrated by receipt of a will serve letter from Ross Point Water District. Continuing under Subsection B, that there is the provision of public wastewater collection system with sufficient capacity and adequate flows for this site and it is within the service area of the 12th Avenue lift station. Further that under Subsection C, the provides accommodations for other necessary utilities by identifying corridors for additional utilities along the private and public roadways and alleyways. Subsection D reviews if the development provides adequate parking to meet the parking needs of all uses proposed, and this proposal provides more than the minimum requirements for parking, including additional parking consisting of garage spaces, driveways, and overflow. While the requirement for parking is 174 spaces the proposal is identifying 408 parking spaces, satisfying the criteria.

Mr. Porter continued regarding the second review criteria, for an integrated transportation network, by providing for the continuation of arterial and collector streets by providing private roadway connections to N. Cecil Road and E. Poleline Avenue, which have sufficient capacity to serve the proposed development traffic flows beyond the current planning window. Additionally, in considering Subsection B, ensuring adequate traffic circulation and snow storage, the development has private roadways and alleyways, with two separate access points to public roadways, and parking on internal streets is restricted to one side only to support that finding. Under Subsection C, providing for pedestrian and bicycle system to provide circulation, the development shows pedestrian pathways which congregated in the center of the property.

Regarding review criteria three, Subsection A, the development maintains the existing pipeline easement across the property and is designated as a no build area and shown as an open greenspace and pedestrian pathways as well. As to Subsection B, the proposed development is considered compatible with the single-family residential subdivision to the west and creates diversified housing near public uses such as the high school and nearby elementary schools. For Subsection C, the proposal blends diversified housing options by providing a single-family product with modifications to the existing minimum square foot requirements, while the lot size ranges would vary. Subsection D, is supported as shown on Exhibits A-2 and A-3, setting aside 1.51 acres of open space, equating to about 17.5 % of the entire property exceeding the 10% minimum requirement.

Mr. Porter testified that under review criteria four, Subsection A, the Applicant proposes the development in a single phase, eliminating concerns with ensuring that development blocks be independent. With respect to Subsection B, the proposal's layout shows that alleyways and private roadways would be utilized while maintaining necessary fire requirements and access and city standards. Subsection C requires a finding that a funding mechanism exists to maintain private common areas and the proposal meets this aspect by requiring a homeowner's association ("HOA") for the subdivision to maintain both the frontages along N. Cecil Road and E. Poleline Avenue and the internal open spaces.

Mr. Porter summarized the proposed modifications to the city code under Exhibit A-2 including minimum lot area, zoning, and subdivision requirements.

In response to questions from the Commission, Mr. Porter explained the access points to the proposed subdivision in location to the school and any traffic studies.

Mr. Paulus addressed the Commission questions as to the classifications of the roadways and peak traffic flows, the need for the second access and the current city classification and standards for roadway volumes. He also addressed questions regarding restricting access to the main roadways via turning restrictions and that such restrictions were not warranted.

The Commission raised questions as to the propriety of a sinking fund as a condition of the approval with respect to the roadway maintenance in the future.

Mr. Porter then testified as to Subdivision Review criteria one and two that adequate water and sewer service was provided for as previously recognized by receipt of a will serve letter from the Ross Point Water District and that the City of Post Falls acknowledged that it has adequate capacity to provide sewer service to the subdivision.

Review criteria three analyzes whether the proposed streets are consistent with the transportation element of the comprehensive plan and Exhibit A-3 demonstrates consistency in the proposal. With respect to Review criteria four, Mr. Porter testified that the location is over the Rathdrum Prairie Aquifer and the Yellowstone pipeline runs through the property and they have submitted comment on the proposed layout. No other conditions were presented which could present hazards. As to Review criteria five, the proposed townhomes of six units or less per structure is an outright allowed use in the Limited Commercial (LC) zoning district and if the accompanying PUD modification to design standards were approved, the proposed subdivision would conform with the zoning.

Mr. Porter continued as to Subdivision Review criteria number six, stating that the proposed development would be assessed impact fees upon individual building permits for streets, parks, and public safety to assist in mitigating the off-site impacts of the development and would ensure that the community wasn't bearing more than its fair share of providing such services.

Mr. Porter reviewed the comments by agencies stating that Phillips 66 responded that they weren't against the subdivision but desired to review the development prior to work commencing within the 50-foot easement. Panhandle Heath responded with no comments. Post Falls Police remained neutral.

Connie Krueger, Applicant

Ms. Krueger testified that the project would be built by Architerria Homes and the proximity of the project to Post Falls High School and the main arterial roadways and services. The description of the project was for approval of both a PUD and preliminary plat. Townhomes as proposed are a permitted use in the Limited Commercial Zone. Ms. Krueger reiterated the staff report points as to open space, density limitations, private roadways, alleys and parking. The perimeter would be fences with larger lots on the exterior and frontage improvements. The design detail is intended to improve community closeness among residents.

Ms. Krueger summarized the park amenities and landscaping and the townhome design elements, including that it is an HOA managed project with an in-house HOA manager regarding the maintenance of the roadways. The Post HOA will also operate and maintain the irrigation system and will be the storm water maintenance provider and will provide for snow removal and storage on such tracts designated to the HOA. Further that some of the deviations to code would be addressed at the building permit stage.

Ms. Krueger addressed Commission questions as to locations of private backyards, fencing and open space designated areas.

Public Testimony:

The hearing was opened for public testimony.

Seth Owenstreet

Mr. Owenstreet testified in favor of the project as the pastor of a church which was the prior owner of the land, stating that the prior history of the land, including a prior rezone request which was denied for multi-family housing. The current proposal meets that direction that was previously provided by the Council and the community. The proposal goes above and beyond what they are looking for and meets the needs of the city to see positive growth.

Rob Orth

Mr. Orth testified in favor of the project as a real estate agent stating that it was an exciting project which provides opportunities for people which don't have such opportunities currently. He also testified as to the average price of local housing options and the availability of local entry level housing, and this would be the right project as a good example of an in-fill project.

Dean McConicky

Mc. McConicky testified in favor of the project, as a realtor and the uniqueness of the PUD as a concept for the community, providing for greater open space and lower density than would be otherwise achievable. He also was in favor of the well-structured HOA management structure and to increase the availability of local affordable housing and this alleviates the increased cost of land normally seen in other traditional types of developments.

Todd Taylor

Mr. Taylor, attorney, representing SL Property Investments, addressed comments received from Phillips 66 and the professed need for consent or approvals by Phillips of the development by reason of the Yellowstone pipeline easement. Mr. Taylor disagreed with the commentary and stated that their rights are fully encapsulated in a prior recorded easement.

Deliberations: The Chair closed the hearing upon completion and the Commission progressed to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria contained in Post Falls Municipal Code ("PFMC") §§ 18.20.080 and 17.12.060.

- C. PUD REVIEW CRITERIA:** (Post Falls Municipal Code Title 18.20.080): In order to approve a proposed PUD plan, the Commission must determine that the proposal meets each of the following criteria:
 - C1. The proposed PUD provides for adequate utilities, services, and parking to service the proposed development by:**
 - C1a. Providing a public water supply system that has adequate supply to serve the proposed development.**

The Commission determined that Ross Point Water District will provide water service to the project. The applicant had provided a will-serve letter from the water district stating they have the capacity, willingness, and intent to serve the subdivision as proposed.

C1b. Providing a public wastewater collection system that is designed in accordance with the City's adopted Wastewater Master Plan and has sufficient capacity to accommodate the proposed sewer flows.

The Commission determined that the City would provide sanitary wastewater collection to the development and that there was adequate capacity to accommodate the proposed development.

C1c. Providing adequate accommodation for other utilities to support the proposed development.

The Commission determined that the applicant was providing utility easements via identified corridors adjacent to the roadways which would support the proposed development.

C1d. Providing sufficient parking throughout the development to adequately meet the parking needs of all uses proposed in the PUD.

The Commission determined that the included tables, parking plans and testimony showed adequate on-site, garage and additional parking spaces which would meet all proposed parking needs.

C2. The proposed PUD provides for an integrated transportation network that adequately serves the proposed development by:

C2a. Providing for the continuation of arterial and collector streets, meeting City standards for traffic volume, in a manner consistent with the City's adopted Transportation Master Plan.

The Commission determined that the proposal had met the requirements as it only had two options for access, and the proposal met the approach separation requirements for the location. The applicant is also widening N. Cecil Road, providing for the continuation of the existing collector and arterial streets through the development and such collector and arterial streets were identified to have the capacity to support the development.

C2b. Providing a local street network that allows adequate traffic circulation and snow storage throughout the entire development.

The Commission determined that the proposal provides for its local street network through a combination of private streets and alleyways with adequate widths for snow storage and that on street parking would be restricted to one side providing sufficient space for adequate circulation.

C2c. Providing a pedestrian and bicycle system designed to provide adequate circulation throughout the entire development and to all open space areas.

The Commission determined that the proposal identified an internal pedestrian network connecting with the city's existing multi-use pathways along its exterior. The internal integrated pedestrian and bicycle paths provided adequate non-motorized circulation.

C3. The proposed PUD provides enhanced community design by:

C3a. Conserving and incorporating the sites significant natural, scenic and/or historic features in the development, if any.

The Commission determined that the only applicable feature is the existing Yellowstone pipeline and the limited use of the pipeline easement for open green space satisfied this requirement.

C3b. Integrating a mix of compatible land uses in the development and adequately buffering and/or separating any incompatible uses in the development.

The Commission found that the entire development is proposed as internally compatible being single-family townhomes, as well as being compatible with neighboring residential uses. The proposed land use remains compatible as its location adjacent to local schools supports such residential uses.

C3c. Locating the proposed uses and lot sizes in the proposed PUD in a manner that blends with the surrounding uses, neighborhoods and public facilities in the city.

The Commission determined that Applicant satisfied this requirement by situating the larger lots on the exterior while placing the smaller residential lots interior to the development.

C3d. Providing at least ten percent (10%) of the gross land area for open space that meets the recreational needs of the users of the development and provides for a variety of recreational uses.

The Commission determined that the proposal exceeded the minimum of the 10% open space requirement and provided interconnected walkways and greenspaces.

C4. The proposed PUD provides for timely development of the property and security for future completion and maintenance by:

C4a. Ensuring that each development block contains all the necessary elements to exist independently from future blocks.

The Commission determined this development would be a single phase developed within two years and would meet this requirement.

C4b. Ensuring that each building in the development lot has sufficient access around the structure to allow for continual maintenance of the building and access for emergency services.

The Commission determined that the proposal meets all zoning and subdivision design standards to provide sufficient space and access for maintenance and emergency services. The proposal will also be required to meet all building and fire codes.

C4c. Ensuring that a funding mechanism exists to adequately maintain common areas that are not publicly maintained.

The Commission determined that the subdivision and PUD are required to create a homeowner's association (HOA) to maintain all common areas including the frontages along the public streets.

D. SUBDIVISION REVIEW CRITERIA: (Post Falls Municipal Code Title 17.12.060, Subsection H): No subdivision shall receive approval unless findings and conclusions are made that:

D1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.

The Commission determines that the requirement was met as shown under subsection C1a above.

D2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.

The Commission determines that the requirement was met as shown under subsection C1b above.

D3. Proposed streets are consistent with the transportation element of the comprehensive plan.

The Commission determines that the subdivision and proposed private street layouts are consistent with the city's Transportation Master Plan with access to N. Cecil Road once it is fully constructed. The Commission determined that the accesses meet the requisite standards for approach spacing and are consistent.

The Commission determined that the proposed layout provides connectivity to the local collector and arterial roadways and the Applicant was constrained by reason of the location of the subject property at the intersection of these roadways and the development of the adjacent subdivision to the west to provide any other manageable alternatives.

The Homeowners Association for the project will be responsible for the maintenance of landscaping and irrigation, including snow removal.

D4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.

The Commission determines that other than the Yellowstone Pipeline as noted, no testimony or evidence was presented that identified any soil or topographical conditions that would prevent or hinder the development of the property.

D5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.

The Commission determines that this subdivision and the proposed 6 Townhomes are an outright allowed use and conform to Title 18 requirements for the Limited Commercial (LC) zoning. The accompanying PUD requests approval of design standard modifications which will allow the proposed subdivision to conform to the zoning of the proposed use.

D6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.

The Commission determines that the frontage improvement requirements and impact fees will be assessed on individual building permits to mitigate the off-site impacts to parks, public safety, streets, Kootenai County Fire and Rescue, and Kootenai County Emergency Management Services.

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

The Commission determines that the requested PUD should be approved and the subdivision can meet the city's standards. However, certain conditions will need to be completed to meet the criteria. Those conditions, 1-11 listed below, when imposed, will ensure that the four criteria found in PFMC 18.20.080.E and the six criteria found in PFMC 17.12.060.H are met. Based upon the presentations made to the Commission at a properly noticed public hearing, the record compiled in this matter, the applicant must meet the following conditions:

1. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. 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.
3. The proposed subdivision must be completed in a single phase.
4. The Bulk and Placement for this development shall adhere to the design standards set forth in Post Falls Municipal Code along with Exhibit A-2 for requested modifications, unless otherwise stated through the decision of the Planning and Zoning Commission.
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 reflect the general ability to provide service. 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.
 - Proposed section of Private Roadway on far west end of the east/west roadway in the project is acceptable to not have sidewalk on either side of the roadway.
8. Direct access from residential lots to E. Poleline Avenue and N. Cecil Road shall be prohibited on the face of the plat.
9. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.
10. The Homeowners Association (HOA) for the project shall be required to maintain the common right-of-way frontage along E. Poleline Avenue and N. Cecil Road, including all landscaping, irrigation, and removal of snow from sidewalks and trails. The Developer is required to establish a HOA dues structure that adequately covers the annual and long-term maintenance expenses for private streets, alleys, and sidewalks. This structure must include a reliable method for the ongoing collection of funds necessary to ensure the upkeep and longevity of these private improvements.
11. The location of the Yellowstone and Williams gas pipelines will need to be reflected on the final plat.

F. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:

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

G. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

PUD-23-1: Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, The Post, PUD-23-1, meets

REASONED DECISION

the approval criteria of Post Falls Municipal Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

SUBD-23-4: Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, The Post, SUBD-23-4, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

Approved by the Planning and Zoning Commission on 2/13/24

2/13/24
Date

Jon Supp
Chairman

Nancy Thurwächter
Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 4/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Mike Kirby, IT Director
SUBJECT: Computer equipment disposal

ITEM AND RECOMMENDED ACTION:

Designate these devices as surplus for disposal:

QB06739441OA3OK	4631 - Lenovo IdeaPad U310
DMPFQ2A6DFHW	4634 - Apple iPad
DMPPD38FF4YD	4799 - Apple iPad Air ME993LL/B
F9FT37LQHLJJ	5496 - Apple MP1M2LL/A
N/A	4862 - iPad case
N/A	4868 - iPad case

DISCUSSION:

This equipment has exceeded its useful life with the City and is ready for disposal. The laptop and iPad screens are broken, and they would no longer be beneficial upgrades to any of the other computers currently in use by the City. They will be dismantled for useful spare parts, wiped clean of City information, and disposed of.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not been previously reviewed by the council.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

None

BUDGET CODE:

ATTACHMENTS:

None

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 4/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Melvin, City Engineer

SUBJECT: Wastewater Capacity Replacement Fee Agreement - 6055 E. Seltice Way

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Wastewater Capacity Replacement Fee Agreement for Luke Stavros, President of Ground Force Worldwide, 6055 E. Seltice Way, Post Falls, ID 83854.

DISCUSSION:

Ground Force Worldwide is the owner of the property located at 6055 E. Seltice Way. This facility routinely produces more wastewater than allocated with the previously purchased wastewater capitalization fees. The wastewater generation will be monitored over the next 6 months for adjustment considerations.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The owner has agreed to pay the additional wastewater cap fees for the amount of \$23,529.00, to be divided into 60 monthly installments of \$392.15 each as outlined in the agreement.

BUDGET CODE:

N/A

ATTACHMENTS:

1. 20240325114846551



PUBLIC SERVICES DEPARTMENT

Engineering Division

WASTEWATER CAPACITY REPLACEMENT FEE AGREEMENT

This Agreement is made effective this 19 day of March, 2024, by and between the CITY OF POST FALLS, Idaho, a municipal corporation of the State of Idaho, hereinafter referred to as CITY; and Ground Force Worldwide, hereinafter referred to as the Owner.

WHEREAS, the Owner's property located at 6055 E. Seltice Way, Post Falls, Idaho ("Facility") is located within the City and is served by the City's utility services, including wastewater treatment; and

WHEREAS, the Owner's Facility was initially allocated wastewater capacity based on an estimated five (5) service units or 25,000 gallons of usage water per month; and

WHEREAS, the Owner's Facility is in actuality using an additional three (3) service units or 15,000 gallons per month beyond the initial allocated amount; and

WHEREAS, pursuant to PFMC 13.16.040, the City may charge an additional wastewater capacity replacement fee based on the demonstrated usage of the City's utility system; and

WHEREAS, the Owner desires to make equal monthly installment payments for the adjusted fee amount over a period of five (5) years.

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

ARTICLE I: PAYMENT AND PURPOSE

- 1.1 Payment and Purpose: Owner shall make payment of the wastewater capacity replacement fee for three (3) service unit(s) in the amount of \$23,529.00 in sixty (60) equal monthly installments. A charge in the amount of \$392.15 will be assigned to each monthly utility billing at the Owner's Facility. This Agreement is for payment of the additional wastewater capacity replacement fee only and does not include any additional required fees from the City, or the monthly user charges based on usage.
- 1.2 Non-Payment: In the event that the monthly charge for the wastewater capacity replacement fee is not paid, the City reserves the right to terminate City services to the Owner's Facility until such time as the full amount due and owing is received. An additional reconnection fee may be implemented in the event such services are necessary.

- 1.3 Reevaluation: Owner acknowledges and agrees that the wastewater capacity replacement fees are required for the improvements at Owner's Facility and an adjustment of such fees may be requested by the Owner or at the City's initiation after one (1) year of additional monitoring after the date of this Agreement. Reimbursement may be granted, at the discretion of the City, if the Facility's usage is below the current 40,000 gallon limits. Additional wastewater capacity replacement fees may be assessed if the Facility's usage is above the 40,000 gallon limits and shall be paid to the City by the Owner within thirty (30) days of receipt of the new assessment, unless a request is made by the Owner and granted by the City, to allow the payment of the additional capacity replacement fee in installments through amendments to this Agreement.

ARTICLE II. MISCELLANEOUS

- 2.1. 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.
- 2.2 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.
- 2.3 Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7. 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.

OWNER:



3/19/24

DATE: _____

Luke Stavros, Group President
Ground Force Worldwide

CITY:

DATE: _____

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk Date

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 4/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bill Melvin, City Engineer
SUBJECT: Fair Estates 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 Fair Estates 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 20-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

ATTACHMENTS:

1. CIA (FOR SIGNATURE)

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 **Fair Estates**, 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

Ryne Stoker
VS Development, LLC
8720 Kulka Rd
Las Vegas, NV 89161
(702) 210-2168

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

STATE OF IDAHO)
)
) :SS
County of Kootenai)

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

STATE OF IDAHO)
) ss
County of Kootenai)

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Fair Estates

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

ATTACHMENT "A"



STRATTON LAND SERVICES, INC.

8068 W. MAIN ST. UNIT 1

RATHDRUM, ID 83858

rob@strattonls.com

PHONE: (208) 687-2854

(888) 687-2854

www.strattonls.com

SURVEYING & ENGINEERING

16 June 2022

Project 18002 Fair:

Description for a boundary line adjustment:

New Parcel 3A:

That portion of tract 80 of the plat of Greenacres Irrigation District Plat #4 as recorded with Kootenai County in book 'B' of plats at page 55 described in a deed recorded with Kootenai County under inst #1690650, located in the northeast quarter of section 28, township 51 north, range 5 west of the Boise Meridian, Kootenai County, Idaho;

Except the south 133 feet of the west 190.65 feet therefrom;

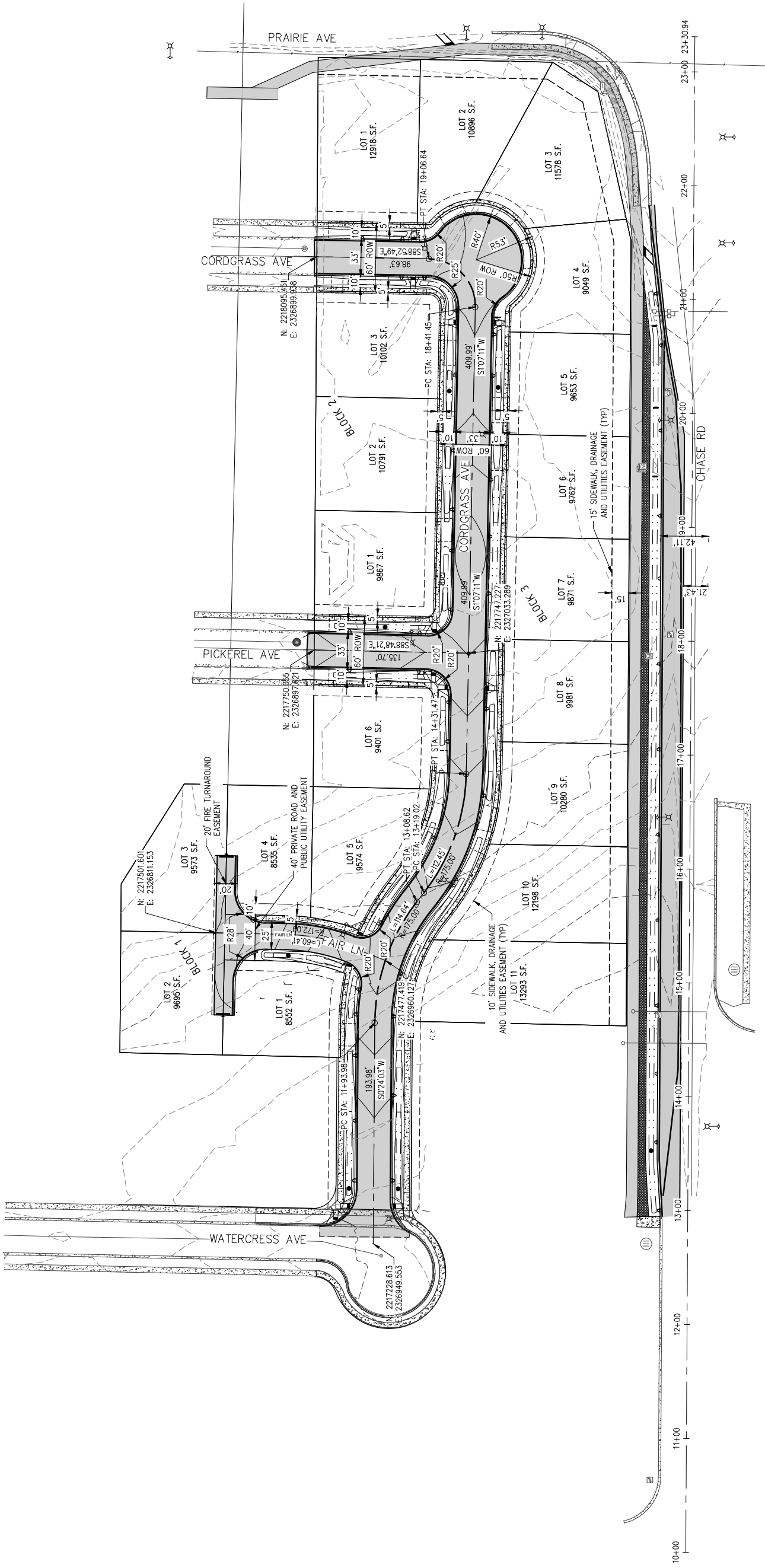
And except the south 166.00 feet of said portion of tract 80 described under inst #1690650, except the west 256.65 feet therefrom;

And except that portion conveyed in a deed recorded with Kootenai County under inst #2879847000;

And together with the east half of tract 65 of said plat, except that portion conveyed in Kootenai County Court case # CV-2016-6463 and recorded with Kootenai County under inst #2590546000 and that portion conveyed in a deed recorded with Kootenai County under inst #2879847000.

And together with and subject to easements, rights-of-way, covenants, reservations and restrictions of record or in view.







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



Olson Engineering
P.O. Box 185
Post Falls, ID 83877
208-655-4152
eo@oeivil.com

FAIR ESTATES

3875 N CHASE RD
POST FALLS, ID

City of Post Falls Approval		City Engineer		Date	
Approved By:					
sht:		REVISION			

C-4

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

VS Development, LLC

FOR

Fair Estates

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Fair Estates

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: **\$ 812,913.01**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 192,240.00**
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: **\$ 1,030,953.01**
6. Warranty amount: **\$ 51,547.65**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Fair Estates

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Construction Cost Estimate

Fair Estates Subdivision



Date: 3/25/2024

Item	Description	Quantity	Unit	Unit Price	Total Price
<u>Clearing & Grubbing</u>					
1	Mobilization	1	LS	\$ 13,000.00	\$ 13,000.00
2	Strip Topsoil & Replace on Lots	10300	CY	\$ 8.00	\$ 82,400.00
3	Strip Topsoil & Haul Off	4241	CY	\$ 19.00	\$ 80,579.00
4	Silt Fence	1115	LF	\$ 5.00	\$ 5,575.00
5	AC Sawcut	966	LF	\$ 5.00	\$ 4,830.00
6	Traffic Control	1	LS	\$ 2,750.00	\$ 2,750.00
<u>Excavation & Grading</u>					
1	Onsite Structural Grading	7120	CY	\$ 5.00	\$ 35,600.00
2	Road Subgrade Prep	5983	SY	\$ 1.80	\$ 10,769.40
3	Inlet Protection	7	EA	\$ 100.00	\$ 700.00
<u>Sewer</u>					
1	8" PVC Sanitary Sewer	1165	LF	\$ 44.00	\$ 51,260.00
2	48" Manholes	7	EA	\$ 3,700.00	\$ 25,900.00
3	Sewer Services	20	EA	\$ 1,525.00	\$ 30,500.00
4	Sewer Tie In	2	EA	\$ 2,500.00	\$ 5,000.00
<u>Stormwater</u>					
1	Drainage Curb Cut	49	EA	\$ 225.00	\$ 11,025.00
2	Rough Grade Swales	30775	SF	\$ 0.25	\$ 7,693.75
3	Drywell Type A (Single)	7	EA	\$ 3,200.00	\$ 22,400.00
<u>Water</u>					
1	8" PVC Water Main	1260	LF	\$ 54.00	\$ 68,040.00
2	8" Fittings	6	EA	\$ 1,005.00	\$ 6,030.00
3	8" Gate Valve w/ Valve Box	7	EA	\$ 2,460.00	\$ 17,220.00
4	Sampling Port	2	EA	\$ 1,500.00	\$ 3,000.00
5	Tie into existing water main	1	LS	\$ 1,700.00	\$ 1,700.00
6	1" Water Services	20	EA	\$ 3,675.00	\$ 73,500.00
7	2" Irrigation Service	1	EA	\$ 6,000.00	\$ 6,000.00
8	Fire Hydrant Assemblies	2	EA	\$ 8,375.00	\$ 16,750.00
<u>Streets, Curbs, & Gutter</u>					
1	Asphalt Roadway 2" AC Over 4" Base	4414	SY	\$ 19.88	\$ 87,750.32
2	Rolled Curb and Gutter	2585	LF	\$ 20.40	\$ 52,734.00
3	Standard Curb and Gutter	1028	LF	\$ 23.90	\$ 24,569.20
4	Asphalt Roadway 4" AC Over 6" Base(Chase Widening)	1569	SY	\$ 37.95	\$ 59,543.55
5	House Driveway Approach	20	EA	\$ 1,800.00	\$ 36,000.00
<u>Sidewalks</u>					
1	4" Concrete Sidewalk Over 2" Base	12865	SF	\$ 5.95	\$ 76,546.75
2	Pedestrian Ramp	13	EA	\$ 1,685.00	\$ 21,905.00

Item	Description	Quantity	Unit	Unit Price	Total Price
	<u>Dry Utilities</u>				
1	Dry Utilities Trenching (Ex, Bed, and Backfill Only)	1620	LF	\$ 7.00	\$ 11,340.00
	<u>Pathways & Trails</u>				
1	Asphalt Paths 10' Wide (2" AC Over 4" Base)	1454	SY	\$ 24.26	\$ 35,274.04
2	Asphalt Path Subgrade Prep	1454	SY	\$ 2.00	\$ 2,908.00
	<u>Signage, Striping, Mailboxes, street lighting</u>				
1	Street Signs	4	EA	\$ 915.00	\$ 3,660.00
2	Concrete Mailbox Pad	2	EA	\$ 850.00	\$ 1,700.00
3	Street light	9	EA	\$ 1,000.00	\$ 9,000.00
5	Street Trees	43	EA	\$ 600.00	\$ 25,800.00

Total of Bid Schedule

\$ 1,030,953.01

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

VS Development, LLC

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

Fair Estates

CONSTRUCTION DRAWINGS

Plans Titled: **Fair Estates Subdivision Improvement Plans**

Dated: **3/26/24**

By: **Steven Soltys, P.E.**

Sheets 1 through **23**

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

VS Development, LLC

FOR

Fair Estates

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

Fair Estates

<u>Week</u>	<u>Activity</u>
4/1	Mobilize
4/8	Sewer Main
4/15	Sewer Main/Services
4/22	Water Main
4/29	Water Main/Services
5/6	Testing
5/13	Dry Utility Crossings
5/20	Subgrade
5/27	Subgrade
6/3	Curb Prep
6/10	Curb Pour
6/17	Sidewalk Prep
6/24	Sidewalk Pour
7/1	AC Prep
7/8	Pave Project
7/15-7/22	Utility Main Line
7/29	Signage and Clean up

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

VS Development, LLC

FOR

Fair Estates

ENGINEERING SERVICES FEE SUMMARY

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

20 Lots X \$350.00 = \$ **7,000.00**

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: **Avista Utilities**

Street light type: **Cobra 100 Watt Equivalent**

8 lights X 12 months X \$ 13.18 per month = \$ 1,265.28

Street light type: _____

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

TOTAL = \$ 1,265.28

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

VS Development, LLC

FOR

Fair Estates

 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 \$7,843.00 = \$_____

_____ (# of Commercial service units) x \$7,843.00 = \$_____

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

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$7,843.00
-----------------------------------	------------

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

VS Development, LLC

FOR

Fair Estates

 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"	= \$3,397.00 Residential	=	\$ _____
_____ x	1"	= \$5,662.00 Commercial	=	\$ _____
_____ x	1-1/2"	= \$11,323.00	=	\$ _____
_____ x	2"	= \$18,116.00	=	\$ _____

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

Fair Estates

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Steven Soltys, P.E.

ENGINEERING FIRM: Olson Engineering

ADDRESS: 1649 N. Nicholson Center St, #102

CITY: Post Falls STATE: ID ZIP: 83854

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

Fair Estates

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

Fair Estates

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)
) :SS
County of 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
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 4/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Warren Wilson, Deputy City Administrator

SUBJECT: Resolution Adopting Private Road Acceptance and Memorials on Public Property Policies

ITEM AND RECOMMENDED ACTION:

Staff recommends that the City Council adopt the attached resolution. Approval of the resolution will formally adopt the Acceptance of Private Streets and Memorials on Public Property policies.

DISCUSSION:

This resolution will formally adopt two new city policies, which were earlier reviewed by the City Council. The first policy creates a process for the city to consider requests to assume ownership and maintenance of private streets within the city. The policy requires that the applicant provide the city with information about the design, construction, and current condition of the street. The City Council would then hold a public hearing on the request and determine if the street meets city standards and if the street is in acceptable condition.

The second policy adopts standards for temporary private memorials on public property. The policy allows temporary memorials to be placed on public property for up to 60 days after a fatal incident with restrictions that are outlined in the policy. Some of the restrictions include prohibiting memorials in street medians, on sidewalks, or on the paved surface of a street. There are additional restrictions on attaching the memorial to trees, and signs and limitations on the use of glass or potential fire hazards in the memorial. At the end of 60 days, city staff may remove and dispose of any remaining items left at the memorial.

Adoption of the resolution will formally adopt both policies.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The City Council reviewed both policies at their March 19, 2024, meeting.

APPROVED OR DIRECTION GIVEN:

The City Council requested that the private memorial policy be amended to allow memorials to remain in place for 60, rather than 30, days. The policy was amended as directed.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Adopting the resolution does not create a direct fiscal impact on the city. The policy on acceptance of private streets creates a new public hearing that will have notification costs and increased staff time processing any request. The policy calls for the creation of a fee to offset the public hearing costs.

Idaho Code 63-1311a requires the city to hold a public hearing before adopting any new fees, or when increasing fees by more than 5%. As such, staff typically proposes fee updates as a batch to reduce costs. This new fee will be added to the next public hearing to update the City's fees. Additionally, there will be increased street maintenance costs should the City Council elect to accept a private street.

The policy on private memorials will not likely create any significant direct or indirect costs to the city or increase staff time beyond publishing the policy on our website. The policy does not create any new processes or programs. It only provides guidance on how to address private memorials as they arise.

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2024.03.20 Final Private Road and Memorial Policy Adoption Resolution
2. 2023.12.14 Acceptance of Private Roads Policy
3. 2023.12.13 Roadside Memorial Policy

RESOLUTION NO. 24-[Category]

Policy Adoption Resolution

WHEREAS, the City of Post Falls adopts policies to provide guidelines to ensure effective and efficient city operations; and

WHEREAS, from time to time, city staff review and update policies to ensure that the policies remain effective and

WHEREAS, city staff are proposing the adoption of the following new or amended policies; and

WHEREAS, the City Council finds it to be in the best interest of the city to adopt such policies.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Post Falls that:

Section 1. Policy Adoption.

That the following policies attached hereto as exhibits are adopted:

<u>Description</u>	<u>Exhibit Number</u>
1. Acceptance of Private Roads	1
2. Roadside and Public Property Memorials	2

Section 2. Repeal of Conflicting Policies.

Policies that conflict with the policies adopted by this Resolution are hereby repealed.

Section 3. Effective Date. This Resolution, passed by a majority of the Post Falls City Council, shall be in full force and effect from and after its passage and approval according to law.

PASSED by the City Council on the ____ day of April, 2024.

CITY OF POST FALLS

Ronald Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

Upon a motion made by a council member, seconded by a council member, the following vote was recorded:

AYES:

NAYES:

ABSENT:

EXHIBIT 1



**City of Post Falls
Acceptance of Private Roads
Policy**

Version 2024.0

Approved by Post Falls City Council

Date: _____

1) PURPOSE

From time to time, the city is asked to accept a private street for public ownership and maintenance. Such streets have often not been adequately maintained and may not meet current City standards. This policy establishes a process for the review and evaluation of requests to dedicate a private street to the city to ensure that, if accepted, such streets provide a public benefit, can be adequately maintained by city staff, and are in good condition.

2) DEFINITIONS

For the purposes of this policy, the following terms have the following meanings:

“Street” includes each element that makes up a complete street including, stormwater management facilities, streetlighting, curbs, sidewalks, pavement, street signs, and painting.

“Community Development Director” means the person appointed by the city to serve as the Community Development Director or their designee.

“Public Works Director” means the person appointed by the city to serve as the Public Works Director or their designee.

3) APPLICATION AND STAFF EVALUATION

- a. **Application:** A party requesting to dedicate a private street to the city must submit an application specifying the street to be dedicated, the public benefit from accepting the street, and the reasons why the city should accept the street into the public system. The application must include all available stamped final design plans, as-built plans, inspection reports from the time of construction, and all available maintenance records. An application fee is required to offset hearing costs and staff evaluation of the street, including ownership, site history, and current conditions. The fee will be established by resolution of the City Council.
- b. **Review and Inspection:** After submission of a complete application, the Community Development Director, in consultation with the Public Works Director, will have the street inspected to verify the information contained in the application and to examine the condition of the street to determine whether the street meets the city’s current standards. Where there is insufficient information about the current condition of any street element, the Community Development Director may require that the applicant provide supplemental engineering reports and test results, at the applicant’s sole cost, to demonstrate the current condition of any such street element. Once the Community Development Director determines that the application, and any supplemental test results, accurately reflect the current condition of the street, the Community Development Director will submit a report evaluating the request to the City Clerk along with the

application materials and supplemental test results. The City Clerk will place the request on the next available City Council agenda for evaluation.

4) CITY COUNCIL REVIEW

- a. **Public Hearing:** The City Clerk will schedule a public hearing before the City Council to consider the request. Notice of the public hearing will be posted on the street as well as on the city's website. Additionally, a public hearing notice including the date, time, and location, of the hearing will be mailed to all property owners with frontage on the street, as depicted on the City's GIS system, at least 2 weeks before the hearing. At the public hearing, the City Council will accept testimony concerning the condition of the street, whether the street meets city standards, and whether it is in the city's interest to accept the street for public maintenance.
- b. **Conduct of the Hearing:** The hearing will be conducted using the city's adopted public hearing resolution for legislative decisions.
- c. **Decision of the Council:** Based on the application, staff evaluation, and the evidence received at the public hearing, the City Council will determine whether the city should accept the private street for public maintenance based on the criteria listed in this section. The applicant must show that the evaluation criteria have been met:
 - i. Does the street meet the city's current design standards?
 - ii. Does the street meet the city's current construction standards?
 - iii. If the street does not meet a current standard(s), can the street be reasonably maintained by city staff using existing equipment and processes, and is there sufficient cause for the city to grant an exception to the current standard?
 - iv. Is the physical condition of the street in a condition that the city can reasonably expect the street will not need significant maintenance work in the next ten (10) years.
 - v. Can the applicant provide clean title to the street, free of all conflicting easements and encumbrances, along with all necessary easements to allow public maintenance?
 - vi. Is it in the public interest to accept the street?

The City Council may: (i) accept the street, (ii) accept the street with conditions if remedial work is required to bring the street to an acceptable standard, or (iii) deny the request for acceptance of the street.

5) REMEDIAL WORK AND ACCEPTANCE

a. Remedial Work Prior to Acceptance: If the City Council has conditionally approved acceptance of the street and remedial work is required prior to acceptance, and the applicant desires to proceed with the process, the applicant is required to have construction plans prepared by a professional engineer licensed in the State of Idaho and to provide those plans to the city for review and acceptance. Before commencing construction, the applicant must enter into a Private Street Improvement and Acceptance Agreement with the city that addresses construction standards, inspection, construction security, and warranties, and other information related to the construction of the necessary street improvements. The applicant's contractor is required to obtain all necessary permits and schedule inspections with the city. The applicant must complete all required remedial work to city standards before final acceptance of the street.

b. Acceptance: After the City Council approves the request to accept the street into the public system and the applicant completes all necessary remediation work, the applicant must dedicate the right-of-way and easements for the street to the city, free of any conflicting liens, encumbrances, or easements. The applicant must provide a legal description for the street right-of-way and any necessary easements prepared by a professional land surveyor licensed in the State of Idaho, along with a title report. The applicant is responsible to remove all encumbrances not acceptable to the city prior to recordation of the deed. The official date of final acceptance of the street by the city for public maintenance is the date the deed is recorded by the city.

c. Expiration: If the City Council has approved acceptance of the street, that approval will expire one (1) year after the date of the decision unless another date is included as a condition of the City Council's approval. All required deeds must be recorded, and all required remedial work, if any, must be completed by that date. The applicant may request, prior to the expiration date, that the Community Development Director approve an extension of up to one (1) year. The Community Development Director may approve the extension if they determine that the city will not be negatively affected by granting the extension after considering whether there has been changes in city street standards, changes in the condition of the street or street elements, or other changes related to the decision to accept the street.

EXHIBIT 2



City of Post Falls Roadside and Public Property Memorial Policy

Version 2024.0

Approved by Post Falls City Council

Date: _____

1) PURPOSE AND SCOPE

Loss of life from a traffic crash or other fatal incidents can have a traumatic impact on the family and friends of the victim. The City of Post Falls understands the pain that these events cause and that some people grieve by placing memorials on public property near the site of a fatal incident. Informal Memorials frequently include flowers, balloons, candles, stuffed animals, signs, ghost bikes, etc.

The City of Post Falls also recognizes that the placement of Informal Memorials can pose potential safety hazards by:

- Obstructing a driver's view
- Distracting a driver's attention
- Endangering the safety of individuals who are erecting or visiting the memorial.
- Presenting obstacles to maintenance crews and adjacent property owners.

In addition, if left unattended, these memorials can become unsafe and unkempt. Sometimes, people will continue to gather at these memorials and leave behind litter and debris which can be dangerous to the public or the adjacent property owner who may be responsible for maintaining the area. Objects attached to trees may also damage and possibly kill the tree.

The purpose of this policy is to establish guidelines for establishing and removing Informal Memorials on streets, rights of ways, trails, easements, or other public property owned or maintained by the City of Post Falls.

This policy does not apply to state highways within the city limits of Post Falls or rights of ways maintained by the Post Falls Highway District. Roadside memorials on state highways are regulated by [I.C. 49-1316](#) and [IDAPA 39.03.60](#), which prohibits memorials within the limits of incorporated cities. *See*, IDAPA 39.03.60.215. Further, this policy does not apply to any personal property found on public property that does not meet the definition of an Informal Memorial.

2) DEFINITIONS

For the purposes of this policy, the following terms have the following meanings:

“Deceased Person” means any human being fatally injured in a traffic accident or other incident on public property.

“Ghost Bike” means a bicycle, predominantly colored or painted white, installed on public property governed by this policy intended as a memorial to a Deceased Person who was fatally injured in a traffic accident while riding a bicycle. A sign memorializing the Deceased cyclist and/or urging awareness of cyclists on public streets may be affixed to a Ghost Bike.

“Informal Memorial” means any decoration or group of decorations including, but not limited to, flowers, balloons, crosses, wreaths, Ghost Bikes, or signs placed or erected on public property governed by this policy by a person other than a City employee intended to commemorate a Deceased person.

3) INFORMAL MEMORIALS

- a. Placement of Informal Memorials:** Informal Memorials may be placed on city property for up to sixty (60) days after a fatal accident or incident to commemorate a Deceased Person, subject to the following conditions:
- i. The Informal Memorial, excluding Ghost Bikes, may not exceed three feet (3') in height or more than nine square feet in surface area. The memorial area may not encroach on any private property;
 - ii. The Informal Memorial cannot cause unsafe conditions for passing motorists, pedestrians, or bicyclists or the people placing materials at or visiting the memorials;
 - iii. Memorials may not be placed in street medians and may not be placed within the paved area of the streets, trails, or on sidewalks;
 - iv. Memorials may not be affixed to the site or to signs, trees, fences, or traffic control devices.
 - v. Memorials may not contain any glass and may not include anything capable of starting a fire, such as candles;
 - vi. The Informal Memorial must be placed as near as possible to the accident or incident site. The City reserves the right to relocate the Informal Memorial to another location if the memorial location conflicts with City needs.

3) PERMANENT MEMORIALS AND OTHER FORMS OF MEMORIALS

The City of Post Falls strongly encourages persons wishing to establish a permanent memorial to pursue a memorial bench, tree, or paver under programs available through the City's Parks and Recreation Department. Other types of permanent or temporary memorials, not meeting the definition of an Informal Memorial, are not allowed on city property.

4) **REMOVAL OF MEMORIALS**

a. Removal of Memorials. The removal of memorials is subject to the following conditions:

- i. All Informal Memorials must be removed no later than sixty (60) days after the date of the incident being commemorated by the memorial. Anyone wishing to retain or preserve any part of the Informal Memorial must remove it prior to that date. City staff will remove and dispose of all portions of the memorial remaining after that date.
- ii. Any memorial not meeting the requirements of this policy, or that, in the sole judgment of the City, creates a threat to public safety, will be removed and disposed of immediately without notice. The City will also remove and dispose of any memorial that impairs any necessary maintenance, construction, or repair project.

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 4/2/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Spokane Street Reconstruction - Recommendation of Award

ITEM AND RECOMMENDED ACTION:

City Council approves the recommendation of award for the Spokane Street Reconstruction project to Interstate Concrete and Asphalt and authorizes the Mayor to sign the Notice of Award.

DISCUSSION:

The City opened bids for the Spokane Street Reconstruction project on March 14, 2024. The city received four bids. The low bid of \$869,050 was submitted by Interstate Concrete and Asphalt. The Engineer's estimate for construction is \$1.13 million. Following review, Welch Comer and City Staff recommends the construction contract be awarded to Interstate Concrete and Asphalt as the lowest, responsive bid.

The Spokane Street project will reconstruct the asphalt pavement from the I-90 Eastbound ramps to the Spokane River bridge. Project work includes surface crossing improvements to the BNSF rail crossing and general utility work along the Spokane Street corridor.

Funding for the reconstruction of Spokane Street will come from the \$1.17 million Strategic Initiatives Grant Award, a program administered by the Idaho Transportation Department (ITD). Project costs not included in the Grant Award will be funded through the City's General Government Capital Account. A start-date for construction will be determined following an executed Agreement with the contractor. Project construction is expected to be complete by the end of 2024.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February 6, 2024 – Strategic Initiatives Grant Award
July 18, 2023 – Staff Report with project update
March 7, 2023 – BNSF Surface Crossing Installation Agreement
March 7, 2023 – Construction Phase Services Amendment
February 1, 2022 – Engineering Services Contract

APPROVED OR DIRECTION GIVEN:

Council approved the items noted above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

City Council approval authorizes the Mayor to sign the Recommendation of Award to Interstate Concrete and Asphalt in the amount of \$869,050. In the event additional work or contract changes are required, the Public Works Director or his designee will authorize changes up to a 10% contingency in the amount of \$86,905. Council approval is for the requested amount of

\$955,955.00. Change orders of greater than \$50,000 will be brought to Council for approval. In cases of emergency, the Public Works Director may authorize change orders of greater than \$50,000, within the approved contingency, and will provide a report as to the nature of the emergency at the next scheduled City Council meeting.

BUDGET CODE:

001-431.1811.95040

ATTACHMENTS:

1. Welch Comer Recomm-Award Package
2. 2024.03.29 Memo Bid Review Spokane Street Reconstruction
3. Notice of Award

March 15, 2024

Andrew Arbin
City of Post Falls
408 N Spokane Street
Post Falls, ID 83854

Re: Spokane Street Rehabilitation

Dear Andrew:

Enclosed please find the bid summary, bid tabulation and review checklist for the bids which were received at the City Hall Basement Conference Room for the Spokane Street Rehabilitation Project. We have reviewed the bid packages received and they all seem to be responsive.

Welch Comer & Associates recommends awarding Base Bid, in the amount of \$869,050.00, to the low bidder, Interstate Concrete. Should the Council concur with our recommendation, please sign, but do not date, the attached Notice of Award, and return to our office for immediate processing.

Should you have any questions, please contact our office.

Sincerely,
Welch Comer Engineers



Jack Griffing, EIT.
Design Engineer

JRG/MRG/bma

Enclosures

**CITY OF POST FALLS
SPOKANE STREET REHABILITATION
BID SUMMARY***
Bid Opening March 14, 2024, 2:00 pm

CONTRACTOR	BASE BID
Interstate Concrete	\$ 869,050.00
North Fork Enterprises	\$ 943,636.75
LaRiviere	\$ 1,070,933.55
Big Sky Inc	\$ 1,140,916.50

* PLEASE NOTE THAT THIS IS FOR INFORMATION USE ONLY. THE OWNER RESERVES THE RIGHT TO REJECT
* ANY AND ALL BIDS PURSUANT TO SECTION 00 2113 - INSTRUCTIONS TO BIDDERS OF THE CONTRACT DOCUMENTS.

**CITY OF POST FALLS
SPOKANE STREET REHABILITATION
BID TABULATION
Bid Opening: Thursday, March 14, 2024 at 2:00 pm**

Pay Item	Description	Pay Unit	Estimated Quantity	Engineer's Estimate		Interstate Concrete		North Fork Enterprises		LaRiviere		Big Sky Inc	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
2010.4.1.A.1	Mobilization	LS	1	\$ 95,500.00	\$ 95,500.00	\$ 64,636.25	\$ 64,636.25	\$ 90,000.00	\$ 90,000.00	\$ 79,252.00	\$ 79,252.00	\$ 122,843.00	\$ 122,843.00
201.4.1.D.1	Removal of Existing Asphalt	SF	116605	\$ 1.00	\$ 116,605.00	\$ 0.45	\$ 52,472.25	\$ 0.25	\$ 29,151.25	\$ 0.55	\$ 64,132.75	\$ 0.50	\$ 58,302.50
201.4.1.D.3	Removal of Existing Sidewalk	SF	1250	\$ 8.00	\$ 10,000.00	\$ 3.00	\$ 3,750.00	\$ 1.10	\$ 1,375.00	\$ 2.50	\$ 3,125.00	\$ 2.00	\$ 2,500.00
201.4.1.E.1	Removal of Existing Curb	LF	541	\$ 12.50	\$ 6,762.50	\$ 9.30	\$ 5,031.30	\$ 1.90	\$ 1,027.90	\$ 12.00	\$ 6,492.00	\$ 14.00	\$ 7,574.00
201.4.1.F.1	Removal of Existing Catch Basin	EA	14	\$ 1,250.00	\$ 17,500.00	\$ 895.00	\$ 12,530.00	\$ 750.00	\$ 10,500.00	\$ 700.00	\$ 9,800.00	\$ 545.00	\$ 7,630.00
201.4.1.G.1	Dig Outs	SF	8368	\$ 8.00	\$ 66,944.00	\$ 1.20	\$ 10,041.60	\$ 2.45	\$ 20,501.60	\$ 0.85	\$ 7,112.80	\$ 1.00	\$ 8,368.00
202.4.9.A.1	Geotechnical & Materials Testing	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 16,270.00	\$ 16,270.00	\$ 35,000.00	\$ 35,000.00	\$ 20,079.00	\$ 20,079.00	\$ 21,255.00	\$ 21,255.00
301.4.1.D.1	Utility Trench Excavation	LF	880	\$ 20.00	\$ 17,600.00	\$ 6.30	\$ 5,544.00	\$ 12.00	\$ 10,560.00	\$ 29.00	\$ 25,520.00	\$ 8.00	\$ 7,040.00
301.4.1.D.1	Utility Trench Excavation, under Railroad	LF	249	\$ 35.00	\$ 8,715.00	\$ 68.00	\$ 16,932.00	\$ 224.00	\$ 55,776.00	\$ 22.00	\$ 5,478.00	\$ 17.00	\$ 4,233.00
301.4.2.A.1	Construction Surveying	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 17,850.00	\$ 17,850.00	\$ 21,000.00	\$ 21,000.00	\$ 29,748.00	\$ 29,748.00	\$ 24,665.00	\$ 24,665.00
401.1.2.A.1	Waterline Extension	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 26,620.00	\$ 26,620.00	\$ 30,703.00	\$ 30,703.00	\$ 22,282.00	\$ 22,282.00	\$ 22,108.00	\$ 22,108.00
403.4.1.A.1	Hydrant	EA	3	\$ 10,000.00	\$ 30,000.00	\$ 14,180.00	\$ 42,540.00	\$ 9,300.00	\$ 27,900.00	\$ 8,802.00	\$ 26,406.00	\$ 9,558.00	\$ 28,674.00
502.4.2.A.1	Replace Manhole Cone, Frame, and Cover	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 4,150.00	\$ 8,300.00	\$ 1,500.00	\$ 3,000.00	\$ 9,286.00	\$ 18,572.00	\$ 4,584.00	\$ 9,168.00
602.4.1.F.1	Catch Basin - Vaned Grate, Hooded	EA	8	\$ 2,500.00	\$ 20,000.00	\$ 3,390.00	\$ 27,120.00	\$ 1,650.00	\$ 13,200.00	\$ 4,140.00	\$ 33,120.00	\$ 3,326.00	\$ 26,608.00
602.4.1.F.1	Catch Basin - Vaned Grate, No Hood	EA	6	\$ 2,500.00	\$ 15,000.00	\$ 3,050.00	\$ 18,300.00	\$ 1,388.00	\$ 8,328.00	\$ 3,963.00	\$ 23,778.00	\$ 3,359.00	\$ 20,154.00
706.4.1.A.5	Standard 6" Vertical Curb and Gutter	LF	541	\$ 65.00	\$ 35,165.00	\$ 48.00	\$ 25,968.00	\$ 49.00	\$ 26,509.00	\$ 56.00	\$ 30,296.00	\$ 67.00	\$ 36,247.00
706.4.1.E.1	Concrete Sidewalks, 4" Thick	SF	550	\$ 20.00	\$ 11,000.00	\$ 13.00	\$ 7,150.00	\$ 12.70	\$ 6,985.00	\$ 15.00	\$ 8,250.00	\$ 15.00	\$ 8,250.00
706.4.1.F.1	Concrete Driveway, 5.5" Thick	SF	124	\$ 25.00	\$ 3,100.00	\$ 16.40	\$ 2,033.60	\$ 28.50	\$ 3,534.00	\$ 14.00	\$ 1,736.00	\$ 173.00	\$ 21,452.00
706.4.1.H.1	Ped Ramps w/Detectable Warning Surface	SF	575	\$ 25.00	\$ 14,375.00	\$ 23.00	\$ 13,225.00	\$ 30.80	\$ 17,710.00	\$ 24.00	\$ 13,800.00	\$ 60.00	\$ 34,500.00
802.4.1.B.1	Crushed Aggregate for Base Type 3/4" Minus	TON	462	\$ 50.00	\$ 23,100.00	\$ 13.50	\$ 6,237.00	\$ 42.00	\$ 19,404.00	\$ 47.00	\$ 21,714.00	\$ 47.00	\$ 21,714.00
810.4.1.A.1	Superpave HMA, Class SP-3, 1/2" Aggregate	TON	3163	\$ 140.00	\$ 442,820.00	\$ 93.00	\$ 294,159.00	\$ 103.00	\$ 325,789.00	\$ 122.00	\$ 385,886.00	\$ 128.00	\$ 404,864.00
1001.4.1.A.1	Sediment Control incl. SWPPP Management	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 10,360.00	\$ 10,360.00	\$ 4,563.00	\$ 4,563.00	\$ 12,792.00	\$ 12,792.00	\$ 9,913.00	\$ 9,913.00
1102.4.1.E.1a	Conduit, 2"	LF	3310	\$ 10.00	\$ 33,100.00	\$ 9.50	\$ 31,445.00	\$ 10.00	\$ 33,100.00	\$ 8.00	\$ 26,480.00	\$ 12.00	\$ 39,720.00
1102.4.1.F.3	Junction Box, ITD Type PGB	EA	1	\$ 750.00	\$ 750.00	\$ 895.00	\$ 895.00	\$ 1,000.00	\$ 1,000.00	\$ 1,217.00	\$ 1,217.00	\$ 1,133.00	\$ 1,133.00
1102.4.1.F.5	Junction Box, ITD Type PGC	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,420.00	\$ 2,840.00	\$ 1,500.00	\$ 3,000.00	\$ 1,399.00	\$ 2,798.00	\$ 1,800.00	\$ 3,600.00
1102.4.1.F.7	Junction Box, ITD Type PGD	EA	2	\$ 1,250.00	\$ 2,500.00	\$ 2,100.00	\$ 4,200.00	\$ 2,200.00	\$ 4,400.00	\$ 1,765.00	\$ 3,530.00	\$ 2,666.00	\$ 5,332.00
1102.4.1.H.1	12" HDPE for Dry Utility Casing	LF	205	\$ 40.00	\$ 8,200.00	\$ 130.00	\$ 26,650.00	\$ 130.00	\$ 26,650.00	\$ 152.00	\$ 31,160.00	\$ 167.00	\$ 34,235.00
1103.4.1.A.1	Construction Traffic Control	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 35,310.00	\$ 35,310.00	\$ 25,000.00	\$ 25,000.00	\$ 33,642.00	\$ 33,642.00	\$ 44,797.00	\$ 44,797.00
1104.4.1.A.1	Permanent Striping - Paint	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,770.00	\$ 9,770.00	\$ 10,000.00	\$ 10,000.00	\$ 11,317.00	\$ 11,317.00	\$ 12,399.00	\$ 12,399.00
1104.4.2.A.1	Permanent Striping - MMA Crosswalks	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 44,160.00	\$ 44,160.00	\$ 44,000.00	\$ 44,000.00	\$ 51,170.00	\$ 51,170.00	\$ 56,063.00	\$ 56,063.00
1105.4.1.A.1	Permanent Signing	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,820.00	\$ 2,820.00	\$ 3,400.00	\$ 3,400.00	\$ 3,267.00	\$ 3,267.00	\$ 3,580.00	\$ 3,580.00
2030.4.1.A.1	Manhole, Adjust to Grade	EA	9	\$ 750.00	\$ 6,750.00	\$ 640.00	\$ 5,760.00	\$ 1,000.00	\$ 9,000.00	\$ 1,834.00	\$ 16,506.00	\$ 846.00	\$ 7,614.00
2030.4.1.E.1	Remove and Replace Valve Box Riser	EA	22	\$ 500.00	\$ 11,000.00	\$ 565.00	\$ 12,430.00	\$ 450.00	\$ 9,900.00	\$ 1,245.00	\$ 27,390.00	\$ 713.00	\$ 15,686.00
2030.4.1.D.1	Miscellaneous Utility, Adjust to Grade	EA	5	\$ 500.00	\$ 2,500.00	\$ 400.00	\$ 2,000.00	\$ 850.00	\$ 4,250.00	\$ 1,765.00	\$ 8,825.00	\$ 807.00	\$ 4,035.00
SP5.4.1.A.1	Remove and Replace Guardrail	LF	20	\$ 250.00	\$ 5,000.00	\$ 185.00	\$ 3,700.00	\$ 371.00	\$ 7,420.00	\$ 213.00	\$ 4,260.00	\$ 233.00	\$ 4,660.00
TOTAL CONSTRUCTION COST				\$ 1,126,486.50		\$ 869,050.00		\$ 943,636.75		\$ 1,070,933.55		\$ 1,140,916.50	
						Math Error		Math Error					

BID REVIEW CHECKLIST PRIOR TO RECOMMENDATION

OWNER: City of Post Falls
PROJECT: Spokane Street Rehabilitation
Open Date: March 14, 2024 at 2:00 pm

Bid Review Performed By: Beatrice Alonzo

CONTRACTOR		Interstate Concrete	North Fork Enterprises	LaRiviere	Big Sky Inc
BID AMOUNT (Basis of Bid Award)		\$ 869,050.00	\$ 943,636.75	\$ 1,070,933.55	\$ 1,140,916.50
PUBLIC WORKS LICENSE NO.		PWC-C-12090-U-1-2-3	52054	PWC-C-17425	002207-U
License Limit (See List)		Unlimited	\$5,000,000	Unlimited	Unlimited
License Confirmed with the License Board at www.dbs.idaho.gov		YES	YES	YES	YES
BID PACKAGE					
Are all forms filled out completely and correctly?					
ALL ADDENDA ACKNOWLEDGED?		YES	YES	YES	YES
BID PROPOSAL FORM		YES	YES	YES	YES
BID SCHEDULE		YES	YES	YES	YES
FORM OF BID SECURITY		BOND	BOND	BOND	BOND
Surety Company Confirmed at www.fms.treas.gov/c570/index.html ?		YES	YES	YES	YES
LIST OF SUBCONTRACTORS		YES	YES	YES	YES
PLUMBING		N/A	N/A	N/A	N/A
PUBLIC WORKS LICENSE NO.		N/A	N/A	N/A	N/A
HVAC/BOILER		N/A	N/A	N/A	N/A
PUBLIC WORKS LICENSE NO.		N/A	N/A	N/A	N/A
ELECTRICAL		THORCO INC	THORCO INC	FUSE ELECTRIC	THORCO INC
PUBLIC WORKS LICENSE NO.		PWC-C-10130-U-1-4	PWC-C-10130-U-1-4	27171	PWC-C-10130-U-1-4
License Confirmed with the License Board at www.dbs.idaho.gov		YES	YES	YES	YES
NON-COLLUSION AFFIDAVIT		YES	YES	YES	YES
AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES		YES	YES	YES	YES
List other requirements:					
ANTI-DISCRIMINATION AFFIDAVIT		YES	YES	YES	YES



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

Memorandum of Legal Counsel

To: City Council
From: Field K. Herrington, City Attorney
Date: March 29, 2024
Re: March 14, 2024, Bid Opening – Spokane Street Reconstruction

My review and analysis are based purely on the legal aspects of the bid as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2805, and the required information contained in the notice inviting bids. On or about March 15, 2024, I received copies of four (4) bids that were received and opened by the City Clerk, Shannon Howard at or about 2:00 p.m. on March 14, 2024.

The bids consisted of bids from Big Sky ID, Corp. (\$1,140,916.50), LaRiviere, Inc. (\$1,070,935.55) Interstate Concrete & Asphalt (\$868,777.00) and North Fork Enterprises, LLC (\$943,637.50). A mathematical check of the bid received from Interstate Concrete & Asphalt identified an error in its tabulation based on discrepancies in the multiplication of units, resulting in a corrected bid amount of \$869,050.00.

I have reviewed the submittal from the apparent low bidder, Interstate Concrete & Asphalt, ("Interstate"). Based upon the bid total sheet, Interstate appears to be the lowest responsive bidder even after the corrected mathematical adjustment. I did a cursory review of the other bids as well, but they have not been thoroughly reviewed and no analysis is presented here. However, if a need for such review is required, I will be glad to accommodate.

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

1. I have reviewed the Bid Total Sheet and bid submittals from the City Clerk. It appears that the submittal by Interstate was timely.
2. The submittal was provided on the required form and with the required attachments:
 - a. Completed proposal;
 - b. 5% Bid Bond;
 - c. Bidder information;
 - d. List of required subcontractors with the requisite license information;
 - e. Executed Non-Collusion Affidavit;
 - f. The attestations and documents were executed by the construction manager of the corporation.

- g. Executed Anti-Discrimination Affidavit; and
 - h. Evidence of authority to sign, as shown by the executed signing authority resolution.
3. I researched the Public Works License of Interstate to confirm the validity of the license, the level of the license, and the approved types of work. Interstate is a licensed Public Works Contractor with an "Class Unlimited" license No. PWC-C-12090-U-1-12-3. Pursuant to Idaho Code § 54-1904 a Class "Unlimited" license is issued for any contractor whose qualifications, ability, and responsibility to execute contracts for public works involving an estimated cost of up to and including more than five million dollars (+\$5,000,000). The holder of a Class "Unlimited" license shall be entitled to engage in the public works contracting business in the state as provided in said license. I have attached the copy of the license information for your records.

Based upon my review Interstate is compliant with Idaho Law, the City of Post Falls Procurement standards, and is the lowest responsive bidder at \$869,050.00, which is \$74,587.50 lower than the next responsive bidder, North Fork Enterprises, LLC.

I did not review the details of the plans or specifications and did not see any proposed alternates or modifications. I will defer to you on the technical aspects of the bid, as I lack the requisite knowledge and skills to comment on the technical aspects.

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

Very Truly Yours,



Field K. Herrington
City Attorney

Enclosures

<u>Company</u> <u>Name</u>	<u>License</u> <u>Number</u>	<u>Work</u> <u>Category</u>	<u>License</u> <u>Type</u>	<u>License</u> <u>Class</u>	<u>Status</u>	<u>Applicant</u> <u>Name</u>	<u>Owner</u> <u>Name</u>	<u>Company</u> <u>Address</u>	<u>Company</u> <u>City</u>	<u>Company</u> <u>State</u>	<u>Company</u> <u>Zip Code</u>	<u>Phone</u>	<u>Expiration</u> <u>Date</u>	<u>Parent</u> <u>License</u> <u>Number</u>
Interstate Concrete & Asphalt Co.	PWC-C- 12090	00001, 00002, 00003	1, 2, 3	UNLIMITED	ACTIVE	Interstate Concrete & Asphalt Co.		PO BOX 3366	SPOKANE	WA	99220	(509) 534- 6221	7/31/2024	

NOTICE OF AWARD

DATED:

TO: Interstate Concrete and Asphalt
ADDRESS: 8849 W. Wyoming Ave
Rathrdum, ID 83858

CONTRACT FOR: **City of Post Falls Spokane Street Rehabilitation Project**

You are notified that your Bid, dated **March 14, 2024**, is the lowest responsive bid for the above Contract and have been awarded a contract for:

Base Bid: Spokane Street Rehabilitation Project

The Contract Price of your contract is: Eight Hundred Sixty-Nine Thousand , Fifty Dollars and Zero Cents (\$869,050.00).

You must comply with the following conditions precedent within **ten (10)** days of the date of this Notice of Award, that is by _____

You must deliver to the OWNER one (1) fully executed counterpart of the Agreement including all the Contract Documents. This includes the set of Drawings. Contract Documents must bear your signature on the cover page.

1. You must deliver with the executed Agreement the Contract Security (Bonds), Certificate of Insurance and Public Works Contract Report along with this Notice of Award as Accepted, as specified in the Instructions to Bidders, General Conditions and Supplementary Conditions.
2. Please note that your Certificate of Insurance must list those additional insureds as identified in the Supplementary General Conditions.
3. The contract date referenced on the Performance and Payment Bond face **and** the bond date on the bond face **must** match the contract date on the first page of the Standard Form of Agreement. Failure to comply with dates may result in the rejection of bonds and further expense to the Contractor for re-issuance of the bonds with corrected dates.
4. Please complete the Public Works Contract Report within the required thirty (30) days and forward to the Engineer. The Engineer will forward to the Idaho State Tax Commission.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions. OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached. Within ten days after the "Notice of Award", OWNER will return to you one fully signed photographic copy of the Agreement with the Contract Documents attached.

Delivery fully executed counterparts of the agreement/contract, including required bonds.

Deliver any COIs.

Date contractor should expect Notice to Proceed with date for construction commencement.

Failure to comply within time-frame entitles owner to consider bid abandoned, annul the Notice of Award and declare Bid Security forfeited.

ACCEPTANCE OF AWARD

CITY OF POST FALLS

(OWNER)

BY: _____

(AUTHORIZED SIGNATURE)

(TITLE)

(CONTRACTOR)

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 4/2/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Spokane Street Reconstruction - Engineering Services Contract Amendment

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the Amendment with Welch Comer Engineers for a contract adjustment to the Construction Management Services for the Spokane Street Reconstruction project.

DISCUSSION:

City Council approved the Engineering and Design Agreement in 2022 and an amendment to the Agreement in 2023 that included Construction Management Services. This Amendment (No. 4) addresses modifications to the design and construction phases of the project.

Design modifications are needed for the alignment of dry utilities under the rail crossing on Spokane Street. This modification will provide a benefit to the project by streamlining the utility installation and will minimize the impact and replacement of adjacent pedestrian facilities. To account for the various design modifications, the contract construction days were increased from 43 to 57 calendar days. This increase reflects the construction sequencing of the BNSF surface crossing improvements and the phasing of pavement reconstruction in the North and Southbound lanes. Information received from prospective bidders during the bidding phase helped to inform a review of the calendar days.

This Amendment results in a contract increase of \$21,250. The revised contract total represents about 20% of the construction contract, which is considered within the normal range when evaluating engineering and design costs, relative to project construction costs. Project funding for the reconstruction of Spokane Street will come from the \$1.17 million Strategic Initiatives Grant Award, a program administered by the Idaho Transportation Department (ITD). Project costs not included in the Grant Award will be funded through the City's General Government Capital Account for the Spokane Street Reconstruction project.

Project completion is anticipated by the end of the 2024 construction and paving season.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February 6, 2024 – Strategic Initiatives Grant Award
July 18, 2023 – Staff Report with project update
March 7, 2023 – BNSF Surface Crossing Installation Agreement
March 7, 2023 – Construction Phase Services Amendment
February 1, 2022 – Engineering Services Contract

APPROVED OR DIRECTION GIVEN:

Items were reviewed and approved as applicable.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Council approval is requested in the total amount of \$21,250. Funding for this work will come from the project line item for the Spokane Street Reconstruction project, with eligible expenses reimbursed through the city's Strategic Initiatives Grant Award.

BUDGET CODE:

001-431.1811.95040

ATTACHMENTS:

1. Additional Services Agreement No. 4

Authorization for Additional Services Amendment 4

The Effective Date of this Authorization is: April 2, 2024

Background Data

Effective Date of Owner-Engineer Agreement: February 1, 2022

Owner: City of Post Falls, Idaho

Engineer: Welch Comer & Associates, Inc.

Project: Spokane Street Rehabilitation

Description of Additional Services:

The purpose of this Amendment is twofold: 1) to supplement the bid phase services scope for additional services regarding the BNSF Pipeline/Wireline Crossing permit revisions & reapplication, and 2) to adjust construction phase services in conjunction with the increased construction timeline provided to the Contractor in Addendum 1.

BNSF Pipeline/Wireline Crossing permit revisions include revisions to the permit document, coordination with BNSF and their review consultant Jones Lang LaSalle, and revisions to the railroad crossing display plan sheet. Specific items for revision include carrier pipe material and crossing location. It is assumed the Owner will pay the BNSF permit reapplication fee.

Construction time was increased from 43 calendar days to 57 calendar days during bidding in Addendum 1. The Construction Phase Services extension included herein covers additional RPR, administration, and project management time anticipated during the additional two weeks of construction.

Description of Modification of Payment to Engineer:

Owner shall pay Engineer for services described on an Hourly (Not to Exceed) basis as follows:

BNSF Pipeline/Wireline Crossing Reapplication	\$ 1,250
<u>Construction Phase Services Extension</u>	<u>\$ 20,000</u>
Total	\$21,250

The Hourly portion of the compensation amount billed monthly for Engineer's Services in an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any. Engineer's Standard Hourly Rates are included as Appendix 1.

Engineer may alter the distribution of compensation between individual phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

Agreement Summary:

Original Agreement amount:

Design Phase (Lump Sum)	\$	26,500.00
Railroad Coordination (Hourly)	\$	22,400.00
Amendment 1 (Lump Sum)	\$	4,000.00
Amendment 2 (Hourly)	\$	96,000.00
Amendment 3 (Lump Sum) amount:	\$	4,000.00
Amendment 4 (Hourly) amount:	\$	21,250.00

Adjusted Agreement amount: \$ 174,150.00

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Authorization. All provisions of the Agreement not modified by this or previous Amendments remain in effect. Welch Comer & Associates, Inc is authorized to perform the work described in this Amendment.

OWNER: City of Post Falls

ENGINEER: Welch Comer & Associates, Inc.

By: _____

By: Necia _____

Print name: Ronald G. Jacobson

Print name: Necia Maiani, P.E.

Title: Mayor

Title: Vice President

Date Signed: _____

Date Signed: 3/22/24

PM Approval: _____

Standard Hourly Rates Schedule

Standard Hourly Rates:

Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. The Standard Hourly Rates Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C.

The Standard Hourly Rates apply only as specified in Article C2.

Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Special Services	\$275.00/hour
Special Services – Accounting	\$175.00/hour
Expert Witness	300.00/hour
Public Involvement Specialist	125.00/hour
Principal Engineer III	295.00/hour
Principal Engineer II	285.00/hour
Principal Engineer I	280.00/hour
Sr. Project Manager	220.00/hour
Project Manager	200.00/hour
Engineer VII	260.00/hour
Engineer VI	195.00/hour
Engineer V	185.00/hour
Engineer IV	175.00/hour
Engineer III	155.00/hour
Engineer II	145.00/hour
Engineer I	135.00/hour
Engineering Assistant	80.00/hour
Sr. Engineer Tech III	140.00/hour
Sr. Engineer Tech II	135.00/hour
Sr. Engineer Tech I	120.00/hour
Engineering Technician	110.00/hour
Environmental Scientist	125.00/hour
Survey Manager	240.00/hour
Professional Land Surveyor II	190.00/hour
Professional Land Surveyor I	185.00/hour
Crew Chief II	130.00/hour
Crew Chief I	125.00/hour
Crew Member	110.00/hour
Survey Technician II	125.00/hour
Survey Technician I	120.00/hour
GIS Manager	155.00/hour
GIS Technician II	120.00/hour
GIS Technician I	105.00/hour
Engineering Designer I	145.00/hour
Cad Technician IV	135.00/hour
Cad Technician III	115.00/hour
Cad Technician II	110.00/hour
Cad Technician I	105.00/hour
Sr. Project Administrator	120.00/hour
Project Administrator	100.00/hour
Sr. Administrative Assistant	80.00/hour
Administrative Assistant	70.00/hour
No Charge Services	0.00/hour

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 4/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Seale, Community Development Director

SUBJECT: Contract for Impact Fee Update Phase I

ITEM AND RECOMMENDED ACTION:

With approval of the Contract for Impact Fee Update Phase I, City Council authorizes the Mayor to sign the contract with Welch Comer & Associates to begin Phase I of the Impact Fee update process.

DISCUSSION:

When the Council adopted the current impact fees in early 2023, they requested that staff begin the process of moving forward with a new impact fee study to consider different methodologies, review levels of service and develop options for potential sub-areas.

On August 2, 2022 staff approached council with a two step process to address the existing Impact Fees. At that time, the Council directed staff to begin the urgent first step of updating impact fees due to rise in land costs, new facility studies and an increase in costs of construction. The study was completed and came back to council for review and adoption on February 21, 2023. At that time a recommended fee increase was approved with modifications made to the recommended Parks and Multi-modal impact fees at 75% of the recommend increase.

At the February 21, 2023 meeting, it was also recommended that staff would begin the second step, which was to begin the RFQ process to engage a consultant to do a more in-depth review and study of the impact fees. The recommendation to review methodologies and subareas (districts) were the primary focal points.

Staff began internal discussions and put a RFQ out for distribution and sought consultants. The RFQ was posted in the paper, on multiple websites and circulated among potential consultants. Welch, Comer & Associates, with support from FCS Group and Iteris, were selected to perform the update to the Impact Fee Study.

The Impact Fee Phase I study is expected to take approximately 8 months to complete. Phase II will involve methodology selection and calculating and setting the fee schedule according to the outcomes from Phase I. Phase II details will not be discussed until a later date.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

Feb. 21, 2023 council directed staff to do an RFQ and contract a consultant to do an in-depth study of methodologies and options for subareas (districting).

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Phase I: \$115,890 from existing Impact Fee balances

Phase II: anticipated costs of approx. \$35,000-\$50,000.

BUDGET CODE:

035-421.0000.80300 Public Safety Impact Fee Study

037.431.0000.80300 Streets Impact Fee Study

038-443.0000.80300 Parks Impact Fee Study

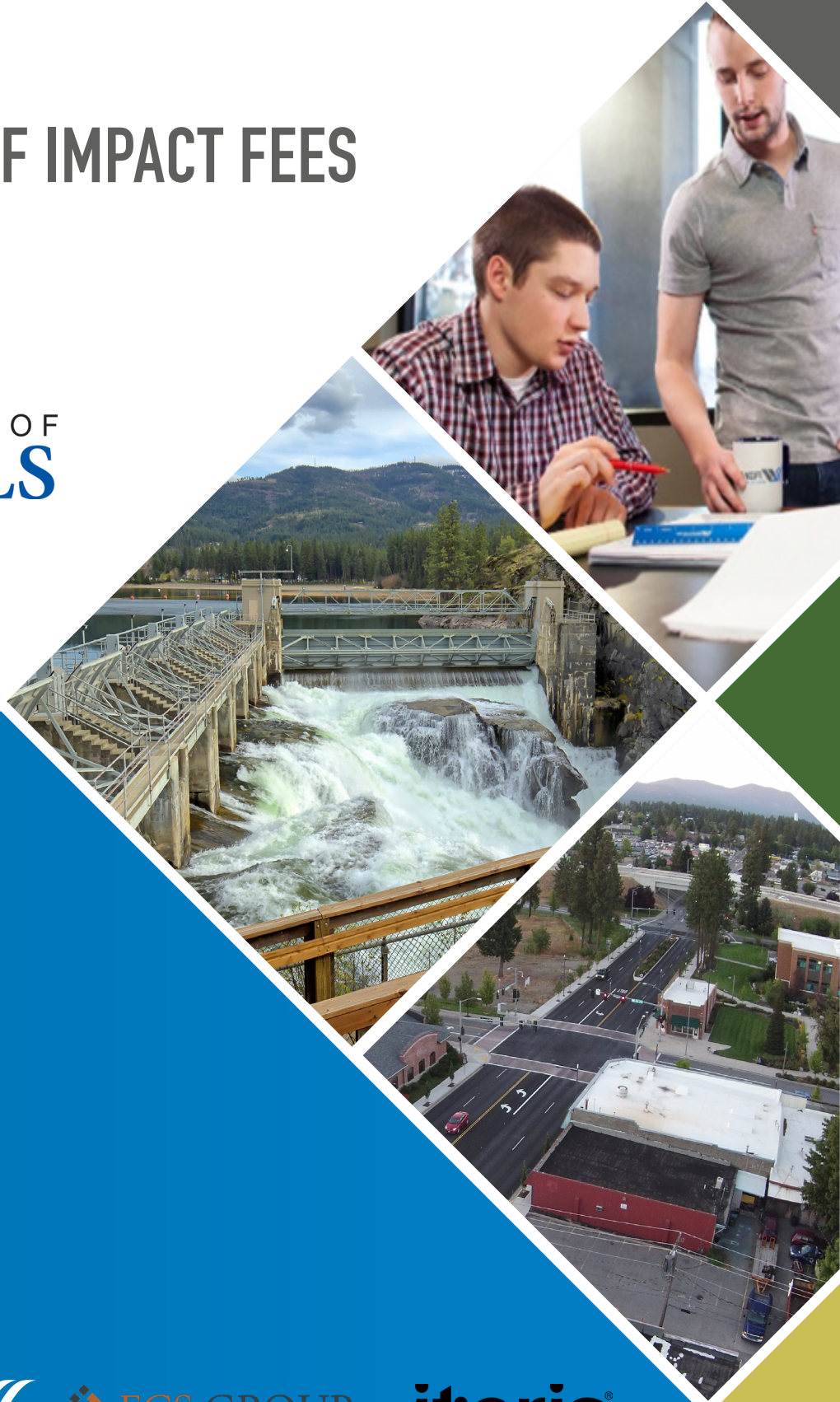
ATTACHMENTS:

1. RFQ response Welch Comer
2. Contract 20240131 Impact Fee Update Agreement

Proposal for

DEVELOPMENT OF IMPACT FEES

City of Post Falls



Submitted by



September 26, 2023

Mr. Bob Seale, Community Development Director
City of Post Falls
408 N. Spokane Street
Post Falls, ID 83854

RE: Proposal for Post Falls Development Impact Fee Study

Dear Bob and the Selection Team Members:

We acknowledge the City's renewed focus on the Development Impact Fee study, aimed at exploring fee alternatives and enhancing the methodology. Our team, with a proven track record in Post Falls through numerous successful projects, is well-equipped to assist in this endeavor. Our proposed team is comprised of local project management and CIP cost estimate verification from Welch Comer, impact fee specialists from FCS, and traffic modelers intimately familiar with the KMPO regional demand traffic model and currently developing the Post Falls sub-area model from Iteris. To ensure the success of your impact fee study, we believe it's imperative to incorporate the following into your study:

- **Alternatives**—Rather than adopting a "one-size-fits-all" approach, our team will present various alternatives for each fee type. We will guide you through evaluating the benefits and challenges associated with each option. This flexibility will enable you to tailor your fee structure to align with the specific needs of the study's application.
- **Experts**—Whether your goal is to explore impact fees for water and water reclamation or different fees for various sub-areas within the City, our team is well-prepared. FCS has a rich history of assisting other Idaho communities in navigating similar challenges. Iteris will utilize vehicular trip data from the KMPO model to support the consideration of different subareas. With our team's collective expertise, you'll make informed decisions that pave the way for Post Falls' best possible future.
- **Collaborators**—Our approach is characterized by collaboration, iteration, and defensibility. We aim to develop a fee structure that aligns with your objectives while remaining user-friendly for City staff to implement.

Our proposal will provide a comprehensive demonstration of how our team is uniquely qualified and structured to meet the City's needs. This same team is currently serving the City of Coeur d'Alene on their impact fee study update and has collaborated on the City of Hayden Impact Fee Study in the past. Our blend of local knowledge, experience with diverse fee alternatives, and comprehension of fee implementation and study application positions us as the ideal choice to guide the City through this update.

We look forward to the opportunity to discuss this further and provide detailed insights into our proposed approach.

Sincerely,



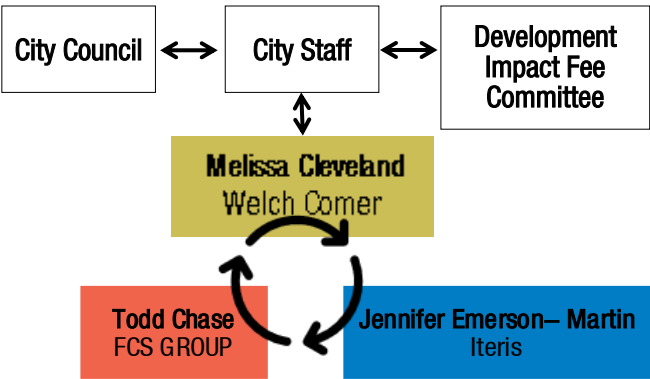
Melissa Cleveland, PE
Senior Project Manager

1 EXPERIENCE & QUALIFICATIONS

Our development impact fee study team consists of Welch Comer, FCS GROUP, and Iteris, esteemed firms with a longstanding reputation. We've brought together this team to ensure you receive the expertise of trusted local professionals and specialized external experts.

This exact team is wrapping up Coeur d’Alene’s impact and annexation fee soon.

Please find the specific roles of each firm outlined in the table below along with our organizational chart to the right.



ORGANIZATIONAL CHART

Welch Comer	FCS Group	Iteris
- Overall project management - Update/develop CIP costs - Support facilitation of Impact Fee Committee meetings & Workshops with Council - Quality control of study report	- Develop protocol for fee development and updates - Provide alternatives and recommendation for fee structure - Develop fee study final report	- Review KMPO model and ensure any anomalies are included in the currently under-development PF sub-area model - Summarize growth projections of land uses - Summarize trips City-wide and in various districts

WHO IS WELCH COMER?

Welch Comer has successfully served the Inland Northwest for more than 40 years. Our office in downtown Coeur d’Alene and new office in Spokane offers you 30 professionals with the expertise you need for the Impact Fee Study. Our service area is relatively small which allows us to be dedicated and responsive to our clients. For a short video of Who Welch Comer is, see the following link: <https://www.youtube.com/watch?v=13Y9vT5Fi3M>.

100% Employee Owned: Through our Employee Stock Ownership Plan (ESOP), all Welch Comer employees are directly impacted by how we perform and serve our clients, ultimately resulting in a benefit to you.

Commitment to Community: When selecting Welch Comer, you get exceedingly capable and experienced engineers who recognize the importance of getting to know each client and their community. The result is top level of service, tailored to meet the specific needs of each client, accompanied by a high level of technical expertise and efficiency. Our firm has succeeded by focusing on serving the public’s interest and solving community problems.

Recent Experience: Welch Comer is currently managing the City of Coeur d’Alene Impact Fee Study and the same staff also managed (though while with the City of Hayden) the City of Hayden Impact Fee Study.

SERVICE AREA

LEGAL STRUCTURE

S-Corporation
licensed in Idaho
& Washington

Business Entity Certificate of Authorization: C-273

43 YEARS IN BUSINESS

NUMBER OF EMPLOYEES

OFFICE LOCATIONS

Coeur d’Alene
330 E. Lakeside Ave
Suite 101
Coeur d’Alene, ID

Spokane Valley
5620 E. Desmet Ave
Spokane Valley, WA

WHO IS FCS GROUP?

FCS GROUP, established in 1988, is one of the most respected providers of financial, economic, and utility management services in the public sector. Their staff of 35 serves clients throughout the western US. FCS has performed over 3,000 infrastructure finance and rate development projects for local communities including performing long-term capital management strategies, preparing full cost-of-service rates, and developing legally defensible impact fees.

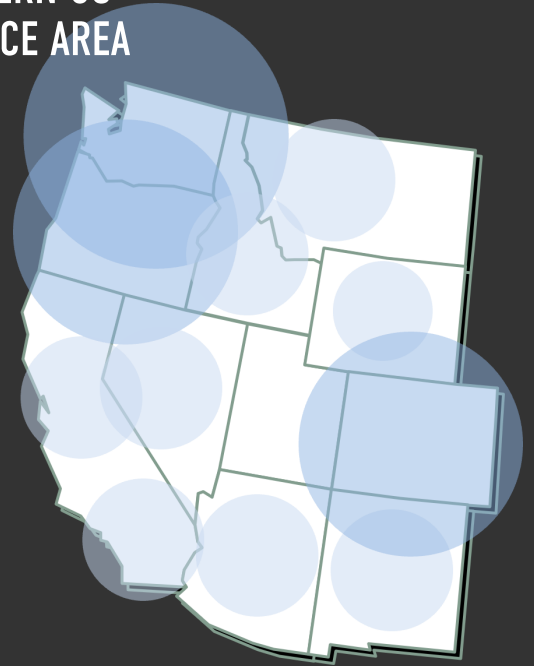
FCS has performed work throughout Idaho including:

- Coeur d'Alene Impact Fee (current project with expected completion of November 2023)
- Post Falls water & water reclamation capitalization fee
- Coeur d'Alene water capitalization fee
- Hayden transportation and parks development impact fees and sewer capitalization fees
- Nampa water/sewer hookup fees and impact fees
- Lewiston water/sewer equity buy-in fees & impact fees
- Post Falls water/sewer capacity fee development

FCS has offices throughout the western US, including in Spokane. The staff proposed for the CDA Impact Fee Study and Annexation Fee update work out of both Lake Oswego, OR and Spokane offices.

FCS Group recently presented the topic Discovering the Power of Your Rate Study, at the 2023 Association of Idaho Cities conference.

WESTERN US SERVICE AREA



35

YEARS IN BUSINESS

WHO IS ITERIS?

Over the past 36 years, Iteris has developed into a nationwide firm with 440+ staff who are experts in the fields of transportation planning and traffic engineering. The local support office in Spokane will serve this project. Iteris' relevant experience includes impact fee studies based on varying methodologies (trip-based, nexus, VMT-based, multi-district, and others).

Examples of recent impact fee studies completed include:

- Coeur d'Alene, ID Development Impact Fee Study (on -going)
- Hayden, ID Development Impact Fee Update
- City of Chino Hills Impact Fee Study
- City of Pasadena Impact Fee Study

Additionally, Iteris is currently developing the Post Falls sub-area travel demand model (subset of KMPO model) as a part of the City's Transportation Plan.

Iteris' recent experience and local knowledge are both key components in completing the modeling required to update the City of Post Falls Impact Fee, particularly if you want to explore splitting into various districts. When using the KMPO model, it's important to use someone who has gained KMPO's trust and Iteris has done that.

NATIONWIDE SERVICE AREA

Spokane Office



36

YEARS IN BUSINESS

Our team boasts an extensive track record of successfully conducting impact fee studies for municipalities across the western United States. In addition to FCS GROUP's impressive portfolio of impact, annexation, and other fee/rate studies, the team is currently engaged in the City of Coeur d'Alene Impact and Annexation Fee Study. Below, you will find a table showcasing a selection of FCS GROUP's extensive experience. Locally, FCS GROUP has also completed water and wastewater rate studies for Post Falls, a water rate study for Coeur d'Alene, and a wastewater rate and capitalization fee study for Hayden.

FCS GROUP'S RECENT IMPACT FEE EXPERIENCE

Municipality	Police	Parks	Streets & Multimodal	Water	Water Reclamation (Sewer)
Coeur d'Alene, ID*	X	X	X		
Hayden, ID		X	X		
Nampa, ID				X	X
Airway Heights, WA	X				
Whitefish, MT	X	X	X		
Kennewick, WA	X				
Walla Walla, WA			X		
Issaquah, WA	X	X	X		
Vancouver, WA	X		X		
Olympia, WA		X			
Ontario, OR			X		
Gresham, OR		X	X		
Corvallis, OR			X		

*in process

COEUR D'ALENE IMPACT & ANNEXATION FEE STUDY

DEC. 2022 – EXPECTED COMPLETION DEC. 2023

Welch Comer, FCS GROUP, and Iteris, featuring the same dedicated team as the Post Falls project, are nearing completion of the Coeur d'Alene Impact and Annexation Fee Study. Welch Comer is managing the project, conducted needs assessments for police and fire services, and developed Capital Improvement Plans for various sectors. FCS GROUP has advised on methodology, draft fee calculations, and legal compliance for Idaho impact fees. Iteris contributed by extracting vehicular trip data from the KMPO regional demand model and providing input on the transportation CIP.

The collaborative effort of this team has entailed close collaboration with Coeur d'Alene's staff, aiming to address existing challenges associated with fee application. The primary objective has been to simplify fee processes and ensure equity. One such challenge was the existing need to calculate trips for each non-residential land use, a practice that introduced complexity and potential scrutiny, making it arduous for developers to estimate their fees accurately. Additionally, the team has worked alongside the City to consider the elimination of existing transportation fee subareas, as some of these districts have collected only nominal fees that pose challenges in their effective utilization. Coeur d'Alene has also expressed the desire to vary residential fees based on building size, thereby accommodating smaller homes and accessory dwelling units (ADUs) with proportionally reduced fees.

Similarities to Post Falls:

- ☒ Understand options with how the fees are broken down
- ☒ Explore the possibility of sub-areas with different fees and compare to City-wide fees
- ☒ Scaling residential fees by home size
- ☒ Want to verify methodology
- ☒ Fee tailored to PF, not cookie-cutter
- ☒ Workshops with Development Impact Fee Committee and Council

Reference

Sean Holm, Senior Planner, City of Coeur d'Alene, sholm@cdaid.org, (208)676-7401

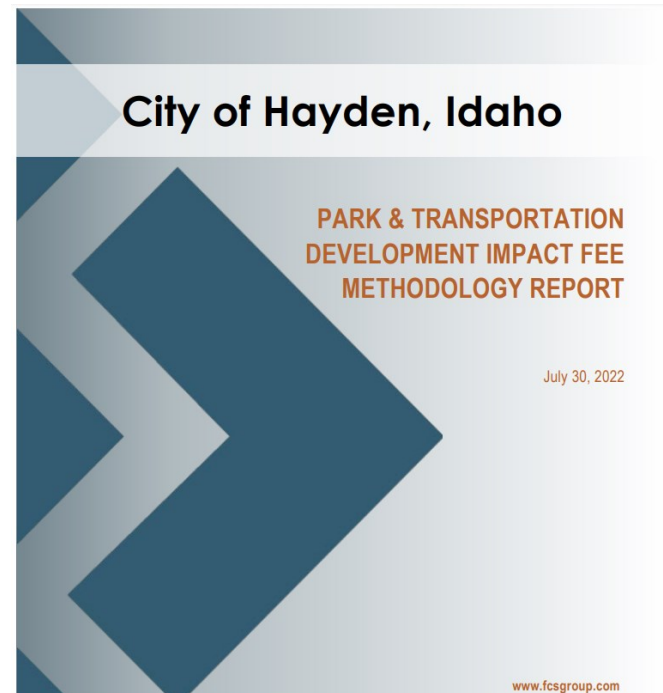
HAYDEN CIRCULATION AND PARKS IMPACT FEE STUDY

MAY 2021—JULY 2022

Melissa Cleveland (management as a City employee at the time), Todd Chase (study development and report, FCS), and Jennifer Emerson-Martin (traffic modeling, Iteris) worked together to complete the recent update of parks and transportation impact fees for the City of Hayden. This team is knowledgeable and comfortable working together. The project included coordination with multiple city departments, facilitation of Impact Fee Advisory Committee meetings, and close coordination with Ali and Glenn at KMPO. Work was completed on time and within budget.

Similarities to Post Falls:

- ☑ Compared subareas and one unified citywide fee (similar analysis PF is considering)
- ☑ Contemplated methods for varying the fee in the most equitable way possible, with fees scaled by home size and type.
- ☑ Dozens of non-residential land use categories were considered weighing fairness with simplicity.
- ☑ Updated CIPs to current costs.
- ☑ Provided clarity on applying credits.



Reference

Donna Phillips, Community Development Director, City of Hayden, dphillips@cityofhaydenid.us, (208)209-2020

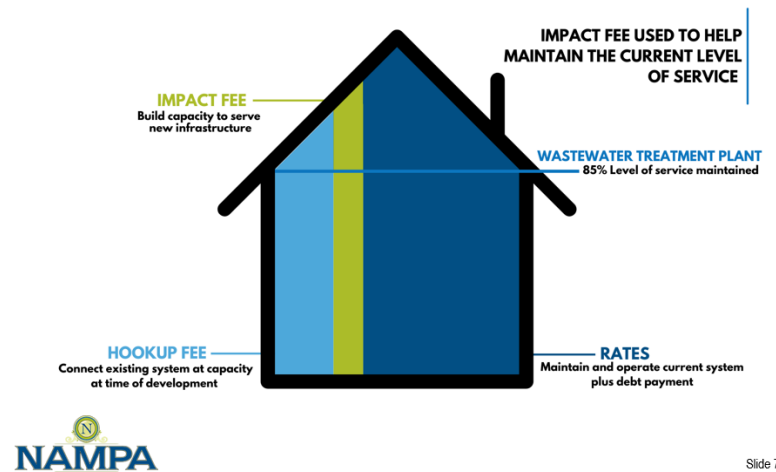
NAMPA WATER/SEWER IMPACT FEES, UTILITY RATES, AND CONNECTIONS CHARGES

Nampa is the largest city in Canyon County and is one Idaho area experiencing rapid growth. Since 2010, FCS (Todd Chase) has assisted the City with infrastructure cost recovery strategies and recently completed a comprehensive cost-of-service wastewater rate update and completed a water/sewer impact fee study last year.

Similarities to Post Falls

- ☑ Development of a CIP with phasing, funding assumptions, capacity analysis, and capital cost estimates.
- ☑ Policy papers regarding: rate funding for capital, rate structure alternatives, and capacity optimization fees.
- ☑ Analysis of annexation areas and related economic/fiscal impacts of various wastewater development incentives.
- ☑ Comparison of Nampa's impact fees relative to other Idaho jurisdictions.

Introduction



Slide 7

Reference

Jacob Allen, MBA, Business Manager, City of Nampa, allenj@cityofnampa.us, (208)468-5467

POST FALLS WATER AND WATER REUSE CAPITALIZATION FEE & FINANCIAL PLANNING

2012—2022

FCS GROUP has provided expert guidance on five projects for the City of Post Falls inclusive of a water and water reclamation capacity fee study, sewer financial plan, sewer rate modeling, and an indirect cost allocation plan. Though not an impact fee study, understanding how impact fees and rate/cap fees interact will be important as the City explores water and water reclamation impact fees. Consistency in FCS staff involvement to help to avoid any missteps.

Reference

Craig Borrenpohl, Utilities Manager, City of Post Falls, cborrenpohl@postfallsidaho.org, (208)777-9857

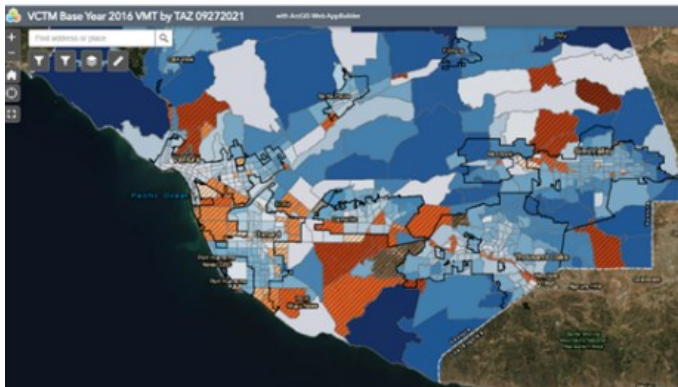
Key Points

- ☑ Completed 2012 and 2022 studies to develop a 20-year financial plan with annual rate strategy. Resulting rate strategy in support of ongoing operations and maintenance expenses, existing debt, depreciation funding and an estimated \$417 million of anticipated projects identified in the collection system and water reclamation facility plans.
- ☑ Developed a capital funding plan to optimize alternative funding sources related to reserve funds, capitalization fees, low interest loans and revenue bonds.
- ☑ Wrote issue paper for council comparing impact fees and capitalization fees.
- ☑ Provided on-call model training in support of staff updating the multi-year financial plan.
- ☑ Updated the water and water reclamation capacity fees (2016) to comply with the methodology identified in the Idaho Supreme Court decision (NIBCA v. City of Hayden).
- ☑ Subsequently developed a user guide to update capacity fees.

VENTURA COUNCIL OF GOVERNMENTS (VCTC) VEHICLE MILES TRAVELED ADAPTIVE MANAGEMENT PROGRAM FOR CEQA STREAMLINING – VENTURA COUNTY, CA

2021—ONGOING

Iteris is assisting the Ventura Council of Governments (VCOG) and the Ventura County Transportation Commission (VCTC) with the development of a regional adaptive management program for transportation to streamline the CEQA process for housing development. The Program is currently under development and is involving lead agency, development, and consultant representatives as part of the stakeholder process to develop a functional program of multiple strategies to avoid, minimize and mitigate potential transportation system impacts.



Key Points:

- ☑ Streamline the CEQA process by avoiding impacts
- ☑ Avoid the preparation of environmental impact reports
- ☑ Provide a wider range of VMT reduction strategies and mitigation options which are potentially more effective than what is available to an individual applicant or lead agency either as project elements or mitigations
- ☑ Provide consistent methodology and standards for VMT reduction analysis and monitoring
- ☑ Provide credible substantial evidence for CEQA transportation analysis through
- ☑ Technical analysis of VMT reduction strategies effectiveness
- ☑ Analysis of low VMT areas where development is likely to be less than significant
- ☑ Provide a mitigation bank of projects providing an in-lieu fee (\$ per daily vehicle mile traveled reduced) fair share payment mechanism for projects that cannot otherwise mitigate potential significant transportation impacts and avoid a statement of overriding considerations

Reference:

Amanda Fagan, Planning and Policy Director, afagan@govventura.org, (805)642-1591.



Melissa Cleveland PE

PROJECT MANAGER

Melissa Cleveland will serve as your project manager for the impact fee study update. With 17 years as a civil engineer and an additional 3 years as the Community Development Director for the City of Hayden, Melissa brings a unique perspective to manage this project for Post Falls. She is currently leading the team for the Coeur d'Alene Impact and Annexation Fee update, set to complete in 2023.

Firm

Welch Comer

Education

University of Idaho

Master of Science in Civil Engineering

Bachelor of Science in Civil Engineering

Licensure

ID PE 13040

WA PE 48991

Years of Experience: 20

Office: Coeur d'Alene

Availability for This Project: 30%

Recent Relevant Projects

- Coeur d'Alene Impact and Annexation Fee Study
- Hayden Impact Fee Study (as the City PM, not a consultant)

References

- **Sean Holm**, Senior Planner, City of Coeur d'Alene, sholm@cdaid.org, (208)676-7401
- **Donna Phillips**, Community Development Director, City of Hayden, dphillips@cityofhaydenid.us, (208)209-2020.
- **Ali Marineau**, Transportation Planner, KMPO, amarienau@kmpo.net, (208) 930-4164

Talents: Melissa's talents lie in her ability to seamlessly coordinate various aspects of a project and steer the team towards a successful outcome. During her tenure with Hayden, she skillfully guided multiple consultants, including Iteris, through the Imagine Hayden initiative. This comprehensive project simultaneously updated the City's Comprehensive Plan, Transportation Plan, Sewer Collection System Plan, and Parks Plan. Following Imagine Hayden, Melissa continued to guide the City through the majority of the Development Impact Fee Study update with both FCS GROUP and Iteris. Her experience working "on your side of the table" will greatly facilitate your project.

Resource for the City: Melissa's experience working for a local municipality has provided her with valuable insights into how fee studies are utilized by staff. Some important lessons she learned during her tenure in Hayden include:

- **Clarity:** The fee structure should be clearly defined, specifying what is included to facilitate easy credit calculations. Ambiguities can lead to legal complications.
- **Simplicity:** The fee should be straightforward and easy for permit technicians to apply at the time of building permits, balancing fairness and simplicity.
- **Ease of Updates:** Establishing a clear method for annual fee updates helps the city keep pace with construction costs, making it defensible to the development community.
- **Understandability:** The fee calculation should be transparent and easily explained, allowing the City Council to make informed decisions about fee adjustments. If the Council chooses to implement a fee lower than the maximum defensible fee provided in the report, they should fully understand the implications of that decision.

Melissa's key roles will include:

- ☑ Overseeing the entire project and overall quality control of final documents
- ☑ Collaborating with various City Departments to assess their current Capital Improvement Plans (CIPs), project estimates, and supplements as needed. Updating and developing cost estimates as necessary.
- ☑ Collaborating with City Staff, Iteris, and JUB who is currently working on the City's transportation plan to supplement the CIPs. Exploring the potential inclusion of pedestrian and bicycle CIP components in the fee structure and discussing pros and cons with FCS GROUP.
- ☑ Collaborating with FCS and Iteris to evaluate the advantages and disadvantages of having different fee structures for different subareas of the City.
- ☑ Assisting staff in facilitating committee meetings and in preparing updates to Council.
- ☑ Assisting in developing methods for updating the fees annually.

**Firm**

FCS GROUP

Education

University of Florida

Bachelor of Science in Economics

John Hopkins University

Coursework MAS Finance

Years of Experience: 38**Office:** Lake Oswego, OR**Availability for This Project:** 20%**Recent Relevant Projects**

- Coeur d'Alene Impact and Annexation Fee Study
- Hayden Impact Fee Study
- Nampa Water and Sewer Impact Fee Study
- Lewiston Master Plan Economic Benefit

References

- **Sean Holm**, Senior Planner, City of Coeur d'Alene, sholm@cdaid.org, (208)676-7401
- **Donna Phillips**, Community Development Director, City of Hayden, dphilips@cityofhaydenid.us, (208)209-2020.
- **Jessica Attakson**, Project Manager, City of Redmond, jatlakson@redmond.gov, (425) 556-2874

Todd Chase**PRINCIPAL AND ECONOMIST**

Todd Chase is an FCS GROUP principal and economist with 38 years of experience in management consulting, financial analysis and economic analysis for public-and private-sector clients. He has managed over 150 impact studies, annexation studies, funding strategies, and capital facility plans, with emphasis on growth management and sustainable “green” infrastructure. One of his specialties is providing detailed economic and fiscal impact assessments of the costs and strategies for implementing public and private improvements. Todd has successfully managed dozens of large-scale land use/transportation plans with capital facility and funding elements; and he has assisted dozens of cities, counties, and states in adopting new transportation financing mechanisms to implement strategic projects. His work includes analysis of user fees, toll roads, fuel taxes, utility fees, tax rates, bonding capacity, impact fees, local improvement districts, benefit recovery districts, and grant accounting. He also has experience assisting cities and counties with the formation and update of urban renewal districts, special benefit districts and public/private funding strategies. Recently, Mr. Chase has assisted several Northwest ports in the development of strategic and economic plans. A recognized leader in Oregon on economic development policy issues, Mr. Chase has been appointed to the Oregon’s Department of Land Conservation and Development’s Economic Development Planning.

Talents: One of his specialties is providing detailed economic and fiscal impact assessments of the costs and strategies for implementing public and private improvements.

Resource for the City: Todd served as the managing principal for the 2021 City of Hayden transportation, trails, and parks impact fee update. From this project he gained an understanding of the level of detail and input the impact fee committee and KMPO wanted on the trips and calculations. This understanding will reduce the number of iterations necessary to produce detailed analysis in easy to understand formats. Melissa was impressed with Todd’s knowledge while working with him in Hayden and decided to collaborate with his team for the Coeur d’Alene Impact and Annexation Fee Study also.

Todd’s key roles will include:

- ☒ Legal requirements technical memo
- ☒ Develop methodology/policy alternatives
- ☒ Prepare fee calculations
- ☒ Help facilitate workshops with development impact fee committee and Council
- ☒ Prepare report



Firm
FCS GROUP

Education
Oregon State University
Bachelor of Science in Business
Administration and Finance

Years of Experience: 30

Office: Spokane, WA

Availability for This Project: 20%

Recent Relevant Projects

- Post Falls Water and Water Reclamation Capacity Fee Study, Sewer Financial Plan, and Sewer Rate Modeling
- Coeur d'Alene Water System Plan Financial Plan and Rate Forecast and Water Rate and Capitalization Fee Study
- Hayden Sewer Operations and Maintenance Rate Study, Sewer Capitalization Fee Update, Fiscal Impact Analysis, and Sewer Capacity Fee Development.

References

- **Kyle Marine**, Assistant Water Superintendent, City of Coeur d'Alene, kmarine@cdaid.org, (208)449-4021
- **Sarah Lynds**, Finance Director, City of Sandpoint, slynds@sandpointidaho.gov, (208)263-3557
- **Jason Faulkner**, Finance Director, Post Falls, jfaulkner@postfallsidaho.org, (208) 457-3310
- **Tyler Palmer**, Deputy City Supervisor/ Public Works & Services, tpalmer@ci.moscow.id.us, (208)883-7096

Angie Sanchez Vironche

VICE PRESIDENT AND ECONOMIST

Angie Sanchez Vironche is an FCS GROUP principal and shareholder with 30 years of experience providing financial and rate development services in a variety of capacities for water, wastewater, stormwater, solid waste and electric utilities. Her project work includes policy development, multi-year financial plans and rate strategies, cost-of-service equity studies, rate design restructuring and modernization, capital funding prioritization, renewal and replacement funding evaluations, cost benefit analyses, reserve analysis, and community education and involvement.

Resource for the City: In addition to her project management and technical proficiency, Angie routinely collaborates with bond advisors, attorneys, and engineering partners. She also frequently presents results to diverse audiences such as citizen rate advisory groups and boards, commissions and councils to engage and educate participants in the benefits, costs, and decision-making process to achieve consensus and move towards objective fulfillment. A few years back, Angie provided City of Hayden assistance while they navigated litigation regarding their sewer cap fees (which were not developed by FCS.)

Talents: Angie has been actively involved in the rate setting industry through various Board and Committee roles throughout her career including: Northwest Public Power Association Board of Trustees (2013-2019) and, NWPPA Education and Workforce Development Committee (current); lead Rate-Setting presenter for the Washington State Department of Commerce Infrastructure Academies and one-day Rate Setting Workshops; recognized technical rate and financial expert within the Washington Public Utility District Association offering technical and policy presentations, Environmental Protection Agency (EPA) Environmental Finance Advisory Board advising on issues related to fiscal sustainability, conservation, affordability and other issues brought forth to the Board from across the United States, covering all utilities; American Water Works Association National Rates and Charges Subcommittee and is a contributing author of the AWWA M1 manual on Principles of Water Rates, Fees and Charges.

Angie's key roles will include:

- ☑ Assist in the water and water reclamation impact fee calculations
- ☑ Not many Idaho communities choose both impact fees and rate/cap fees. Angie will help the team and City staff understand how implementing water/water reclamation impact fee may impact the rate and cap fee studies.



Jennifer Emerson-Martin PE

Senior Project Manager

Jennifer serves as a Senior Manager for Iteris' Mobility Consulting Solutions and has been with the firm since 2014. Her experience is focused on transportation forecasting and modeling, transportation planning, traffic engineering and analysis, and traffic operations and management plans. Jennifer has credibility with KMPO. They trust her work.

Talents: Jennifer is fluent with a variety of travel demand modeling software, traffic engineering software, and traffic analysis methods. She has national experience applying, modifying, and developing travel demand models for both large- and small-scale projects, and has experience in evaluating outputs for environmental analysis, air quality and noise impact analyses, traffic impact fee studies, and traffic impact analyses. Jennifer is highly skilled in travel model performance measure output, as well as developing model analysis tools for project efficiency.

Resource for the City: Jennifer worked on the travel modeling component of the development impact fee study for both the City of Coeur d'Alene and Hayden so she understands KMPOs model inputs and outputs. She also developed Hayden's sub-area model and worked hand-in-hand with Ali at KMPO while doing so. Iteris is currently building the subregional model for the City of Post Falls, and the use of that updated model will be key to ensuring accurate trip forecasts for this project, something only Iteris has the ability to do at this time.

Jennifer and the Iteris team have worked on many impact fee studies for various communities nationwide.

Jennifer's key roles will include:

- ☒ Inform subarea district nexus
- ☒ Modeling summary memo
- ☒ Provide input on transportation impact fee CIP

Firm

Iteris

Education

Oregon State University
Bachelor of Science in Business
Administration and Finance

Years of Experience: 30

Office: Spokane, WA

Availability for This Project: 20%

Recent Relevant Projects

- Coeur d'Alene Impact and Annexation Fee Study
- Hayden Impact Fee Study
- City of Camarillo Valley Traffic Impact Fee Update
- City of Simi Valley Traffic Impact Fee Update
- Ventura Council of Governments VMT Adaptive Mitigation Program
- City of Chino Hills Impact Fee Study
- City of Pasadena Impact Fee Study
- Irvine Business Complex Nexus Fee Study

References

- **Jason Lien** (project manager for Division Connects Study), Principal Planner, Spokane Regional Transportation Council (SRTC), jlien@srtc.org, (509)343-6370
- **Alan Soderling**, Public Works Director, City of Hayden, asoderling@cityofhaydenid.us, (208)209-2020.
- **Ali Marineau**, Transportation Planner, KMPO, amarienau@kmpo.net, (208)930-4164

KEY ASSUMPTIONS & POLICY OBJECTIVES

Data Needs Request: Welch Comer will coordinate with FCS GROUP and Iteris and communicate data needs with City staff. This request may include:

- Prior methodology, related implementation ordinances, current fee schedule, and fund balances.
- Facility plans (KMPO and City transportation, parks, police, water, water reclamation, etc.)
- Comprehensive Land Use Plan and supporting documents used to forecast growth.
- Five-year history of impact fee revenue collections for residential and non-residential land uses.
- List of recently completed capital facilities with sources of funding identified.
- Potential annexation areas with existing and future land use capacity assumptions.
- KMPO regional travel demand model.

Kick-off and Review Meeting: The project team will meet with City staff and subcontractors to discuss:

- Key assumptions
- Desired outcomes/existing impact fee issues
- Impact fee methodology alternatives

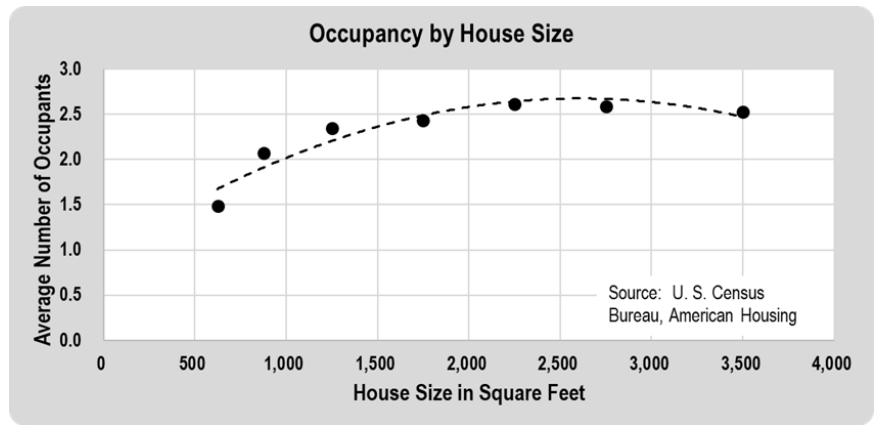
In this meeting, we will discuss what works and what doesn't with the current fees and brainstorm methods to make the processes cleaner. We will also discuss the implications and benefits of various alternatives such as establishing various fee zones, scaling by residential home size, categories of commercial/industrial uses, charging non-residential park fees, etc.

Meetings will be conducted as a combination of in-person and virtual for efficiency and to control cost.



IDAHO LAW AND METHODOLOGY ALTERNATIVES

Legal Requirements Technical Memorandum: FCS GROUP will prepare a Technical Memorandum which provides an overview of the legal requirements per Idaho development impact fee act, title 67, chapter 82, Idaho Code.



Alternatives to ensure equity and ease of implementation will be explored.

This review will include a summary of the current Development Impact Fee methods and related assumptions used for its cost basis, growth basis, credit policies, exemptions, and other features.

Policy Alternatives: FCS GROUP will outline alternatives to consider, which will include an analysis of one unified citywide fee vs. current system of subdistricts; basing the fee on person trips for pedestrian/bicycle impact fees; and the specific type of land use classifications on which the fee is charged. The ability to scale fees according to home size may also be a way to help lower fees for small "cottage" homes (see graphic above). Specific alternatives and the benefits and consequences of each will be discussed and documented.

Methodology Alternatives Meeting: The project team will conduct a hybrid in-person/virtual meeting with City staff to discuss methodology alternatives.

TRAFFIC MODELING

Review KMPO Travel Demand Model and Updated Post Falls Subarea Model: Iteris will complete a review of the overall networks and land uses and growth in trips throughout the Post Falls zones to identify anomalies in growth patterns. Iteris is currently developing the Post Falls subarea model and is in communication with KMPO to make sure the model is being developed adequately to support this project.

Summarize growth: Summarize projections (dwelling units and jobs) throughout the City, as needed.

Future growth: Separate future trips into home-based and non-home-based. Assist Welch Comer and FCS GROUP in quantifying the differences between subareas and city-wide for review by staff and the Impact Fee Committee.

Vehicle miles traveled growth: This data helps the team quantify changes in future travel patterns and distances of trips throughout the City.

4 PROJECT UNDERSTANDING (CONTINUED)

LEVEL OF SERVICE & CAPITAL IMPROVEMENT PLANS

Welch Comer will review existing CIPs, planning documents, and needs with each department (Engineering, Parks, Police, and Utilities) and gain an understanding of existing facility conditions. The team will prepare an existing LOS report, which will include:

- Existing level-of-service standards.
- V/C ratios for key intersections (provided by Iteris) and recommendations on additions to CIP, if any.
- Forecast of future additional needs for service over a defined time frame (to maintain current LOS).
- Determine if one or more than one service area is needed to correlate impact fees with benefits.
- Establish time frames in which to calculate a proportionate share of costs.
- Update cost estimates based on local bid prices and inflation to the anticipated construction year.
- Establish or confirm the methods used to exclude operations and maintenance costs and correction of existing deficiencies from the impact fee.
- Establish the amount of the impact fee that will be imposed for each unit of increased service demand.
- Ensure that local administrative procedures are in place that schedule construction of capital improvements, allocate costs to growth, and cover at least 5 years with planned updates every 5 years.

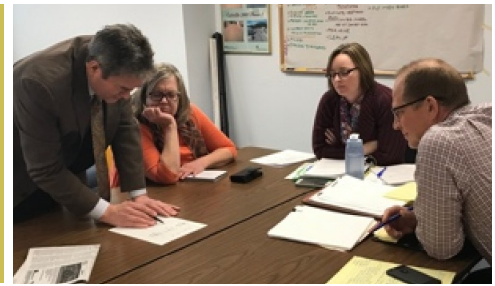
IMPACT FEE ALTERNATIVES ANALYSIS

Alternative Approaches Technical Memorandum: Based on the feedback received from previous meetings, FCS GROUP will provide a Technical Memorandum that summarizes and evaluates alternative approaches to the City's impact fee methodology; and identify a recommended methodology for each public facility type. Key issues may include:

- Impact fee cost basis assumptions
- Selection of eligible projects
- Units of growth, and
- Definition of geographic boundaries.

Project Review Workshops: The team will facilitate Impact Fee Committee meetings and work sessions with Council to refine the service area reports and impact fee alternatives, which will include recommendations to address existing issues identified.

Welch Comer will work closely with staff from each department to understand facility needs.



Peer Cities Review: FCS GROUP will provide a survey of the impact fees currently being charged by other cities in Idaho and eastern Washington and how those compare with average home sales prices as a means to ascertain relative housing development costs in Coeur d'Alene.

SUMMARY REPORT

Service Area Report and Presentation: FCS GROUP will revise the draft impact fee findings and include a summary that clearly communicates the existing and proposed fee amounts for each of the service areas, dwelling type (by category or size), and non-residential category type. The final report will include:

- Impact fee calculation and cost basis with capital project lists.
- Growth calculation summary.
- Clear procedures for determining fee credits, exemptions, and indexing.
- Fee comparisons among "peer cities".
- Clear procedures for handling annual fee updates and/or cost escalation factors between full updates

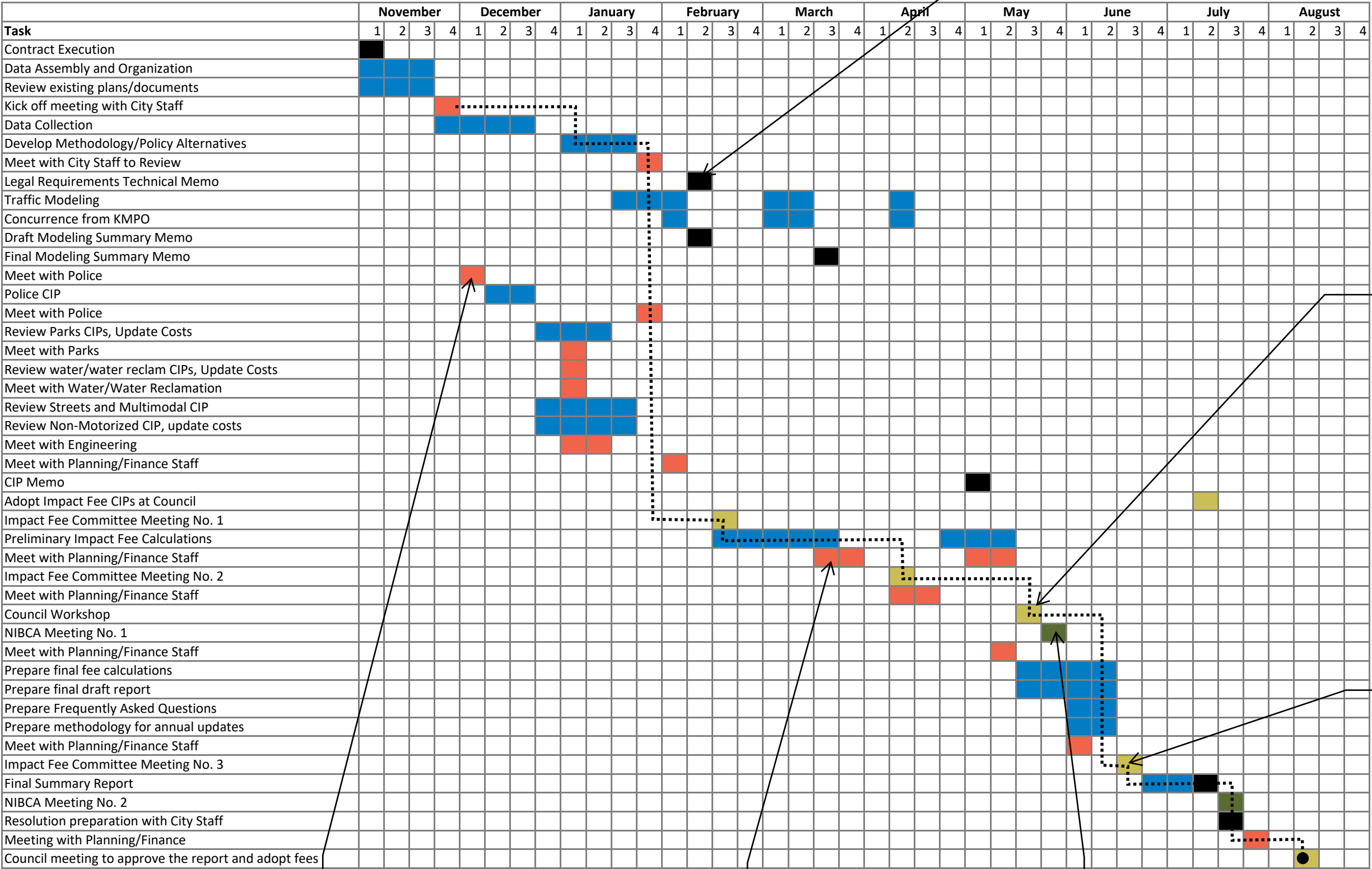
CONCLUSION

Our team brings a distinctive blend of expertise honed through extensive involvement in recent impact fee studies. Including:

- ☑ Our Project Manager has hands-on experience with impact fee studies from a municipal perspective and navigated credit and extraordinary impact analyses.
- ☑ Iteris' team has gained KMPO's trust in the development of subregional models, which is why they are developing the Post Falls model now.
- ☑ Experience with police, roadway, non-motorized, and parks impact fees in several Idaho communities, as well as, extensive water and sewer rate/cap fee studies.

The team members assigned to your project have worked together on similar projects, ensuring a smooth process. The final product will be one you can use with confidence and update as needed.

Post Falls Impact Fee Study Update
DRAFT SCHEDULE



Tying in legal is an important step. Their concurrence on methodology, implementation, and update procedures, is important.

We tightened up the schedule to hold the Council workshop before summer when vacations are prevalent. We want full participation from the Council, if possible.

For CDA, we combined the last DIFC meeting with the Council workshop, which allowed good feedback and collaboration. We can consider this for Post Falls, too.

Meeting with each department is important to develop the impact fee CIP. We want the various departments buying off the CIPs so they are fully a part of the process.

Regular check-ins with planning and finance staff can assure staff understands and can promote the methodology and alternatives.

We'll want to tie in the development community through updates to NIBCA or other forums. If they understand the methodology, they can become an advocate.

CITY OF POST FALLS:

City of Post Falls Idaho
408 N. Spokane Street
Post Falls, ID 83854

City Contract Administrator: Robert Seale, Community Development Director. Phone: (208) 457-3372. Email: Rseale@postfalls.gov

City Project Manager: Robert Seale, Community Development Director. Phone: (208) 457-3372. Email: Rseale@postfalls.gov

CONSULTANT:

Welch Comer & Associates, Inc.
330 E. Lakeside Ave, Ste 101, Coeur d'Alene, ID 83814
Firm Project Manager: Melissa Cleveland, PE, Sr. Project Manager, Phone: (208) 664-9382
Email: mcleveland@welchcomer.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 Welch Comer & Associates, Inc. having offices for the transaction of business at 330 E. Lakeside Ave, Ste 101, Coeur d'Alene, ID 83814 hereinafter referred to as the "**Consultant**" jointly, hereinafter referred to along with the City as the "Parties."

WITNESSETH:

WHEREAS, the city wishes to update the impact fee study for transportation, parks, and police by revisiting the methodology, growth assumptions, land use categories and methods for charging fee, and escalation.

WHEREAS, the Consultant has been selected by the City to prepare such.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the Parties mutually agree as follows:

ARTICLE 1. SUBJECT AND PURPOSE

- 1.1. **PURPOSE:** The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth, which are generally described within **Exhibit "A"**, 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 "A"**, 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 "C"**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed \$115,890 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. In the event the term of the Agreement extends beyond 12 months, the parties agree to attempt to negotiate an equitable adjustment to the Consultant's compensation.

3.2. REIMBURSABLE EXPENSES: Reimbursable expenses must have the prior written approval of the City. The amounts payable to Consultant for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external expenses allocable to the Project, including Consultant's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.15.

3.3. EXCLUSIONS FROM COMPENSATION: Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of agreement duties. The parties understand and agree that, except as otherwise provided in this Article, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement, including but not limited to, fees, licenses, and permits have already been included in computation of the Consultant's fee and may not be charged to the City.

3.4. TIME OF PAYMENT: Payments will be made in monthly installments based on an invoice of services rendered and costs incurred during the previous month. Each invoice will contain the project/contract number and be sequentially numbered beginning with "Invoice 1". The invoice will be addressed to the Project Manager at the address listed above. The invoice will be paid within 30 days of receipt by the City contingent upon review and authorization by the City's Contract Administrator and Project Manager. Each monthly invoice must reflect the total work performed and approved to date. Past due amounts may bear a finance charge as stipulated by law not to exceed 1% of the past due amount per month.

3.5. METHOD OF PAYMENT: The City, in its sole discretion, may elect to make payment by warrant (check) 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.

4.6. FAILURE TO COMPLY: Failure of the Consultant to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement and could be cause for immediate termination of the Agreement at the City's sole discretion. Alternatively, the City may procure and maintain, at the Consultant's sole expense, insurance up to the amount of the required coverage(s). The City may offset the cost of such insurance against any payment due to the Consultant due for work performed under this Agreement.

ARTICLE 5. CONTRACT TERMINATION

5.1. TERMINATION BY CONSULTANT: This Agreement may be terminated by the Consultant upon thirty (30) days' prior written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of this Agreement through no fault of the Consultant.

5.2. TERMINATION BY CITY: This Agreement may be terminated by the City with or without cause immediately upon written notice to the Consultant. In the event of termination of a Contract through no fault of the Consultant, the City agrees to pay the Consultant for services rendered to the City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon an itemized breakdown and documentation by the Consultant that services have been performed to the date of termination and acceptance of said documentation by the City. In the event of termination for cause, the Consultant, must reimburse the City for all reasonable costs associated with the replacement of the Consultant with a different entity to complete the work that is the subject of this Agreement.

5.3. CLOSE-OUT OF WORK: Immediately after sending a Termination Notice to the City or receiving a Termination Notice from the City, and except as otherwise directed by the City the Consultant must:

- (1) Stop work on the date and to the extent specified; and
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and
- (3) Transfer all work in process, completed work, and other material related to the terminated work to the City; and
- (4) Continue and complete all parts of the work that have not been terminated.

ARTICLE 6. INDEMNIFICATION

6.1. CONSULTANT TO INDEMNIFY CITY: The Consultant agrees to indemnify, defend (at the city's sole option), and hold the City harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties to the extent arising from, resulting from, a negligent act, error or omission of the Consultant performed under this Agreement by the Consultant, its agents or employees to the fullest extent permitted by law. The Consultant's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the

City, its agents or employees. The Consultant's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the City, its agents or employees, and (b) Consultant, its agents or employees shall apply only to the extent of negligence of the Consultant or its agents or employees. Consultant's duty to defend (at the city's sole option), indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses. Consultant's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of Consultant's actual, proportional indemnity obligation as determined by a court of law.

6.2. PROFESSIONAL LIABILITY: The Consultant's professional liability to the City (including Consultant's officers, directors, employees and agents) is limited to the amount 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 and defend (at the City's sole option), the City at the Consultant's expense from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City, or to portions of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

7.5. FINDINGS CONFIDENTIAL: Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

7.6. MAINTENANCE OF RECORDS: The Contractor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Contractor shall make available to the City, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

7.7. APPROVAL OF DOCUMENTS: The City's approval of documents resulting from the services

provided by the Consultant does not relieve the Consultant from its responsibility to comply with the standard of care for performance of its services set forth in this Agreement.

7.8. ARTICLE APPLICABLE TO SUBCONTRACTORS: The CONSULTANT shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

ARTICLE 8. GENERAL CONDITIONS

8.1. PAYMENT OF TAXES: This Contract is for the employment of the Consultant as an independent contractor. The Consultant acknowledges that they are an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement including but not necessarily limited to income and social security taxes.

8.2. ENFORCEMENT COSTS: If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

8.3. COMPLIANCE WITH LAWS: The Parties hereto specifically agree to observe federal, state and local laws, ordinances and regulations to the extent that they may have any bearing on either providing any money under the terms of this Agreement or the services actually provided under the terms of this Agreement.

8.4. MODIFICATION: No modification or amendment to this Agreement will be valid until the same is reduced to writing, in the form of a change order, and executed with the same formalities as this present Agreement.

8.5. VENUE STIPULATION: This Agreement has and shall be construed as having been made and delivered in the State of Idaho, and the laws of the State of Idaho shall be applicable to the construction and enforcement of this Agreement or any provision hereto. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho and may not thereafter be removed to any other State or Federal Court. Each party shall be responsible for its own fees and costs.

8.6. WAIVER: No officer, employee, agent or otherwise of the City, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Consultant of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City to hereafter enforce each and every such

provision.

8.7. HEADINGS: The Article and Section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the Articles/Sections to which they appertain.

8.8. OTHER EMPLOYMENT: This Agreement is not an exclusive services Agreement. The Consultant may take on other professional assignments while completing work under this Agreement.

8.9. RECOVERY OF FUNDS: Whenever, under the Agreement, any sum of money shall be recoverable from or payable by the Consultant to the City, the same amount may be deducted from any sum due to the Consultant under the Contract or under any other contract between the Consultant and the City including reasonable attorney fees and or any other collection costs. The rights of City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Consultant.

8.10. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

8.11. NOTIFICATION: All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by United States Mail to their respective addresses set forth above. All notices or other communications given hereunder and sent or delivered to the Party at the address set forth for such shall be deemed received: (1) when certified mail is deposited in the United States mail, postage prepaid; or (2) on the third day following the day on which the same have been mailed by first class delivery, postage prepaid; or (3) on the day such notices or other communications are received when sent by personal delivery, prepaid.

8.12. INTEREST OF MEMBERS OF CITY AND OTHERS: No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested or has any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

8.13. INTEREST OF CONSULTANT: The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

8.14. PERMITS: The Consultant shall acquire and maintain in good standing all permits, licenses and other documents necessary to its performance under this Agreement.

8.15. INTEGRATION: This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

8.16 NONDISCRIMINATION: The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require. The Consultant further agrees to comply with all the Nondiscrimination Requirements contained in **Exhibit “B”**, which by this reference is incorporated herein.

8.17. ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO: The clauses contained in this Section are required by the State of Idaho. The inclusion of these clauses in this Agreement by the City does not indicate the City’s support or opposition to these clauses nor acknowledgement by the City that these clauses are relevant to the subject matter of this Agreement. Rather, these clauses are included solely to comply with Idaho state law.

(1) **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and Consultant employs ten (10) or more persons, then Consultant certifies that it is not currently engaged in, and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the “Anti-Boycott Against Israel Act” (Idaho Code 67-2346).

(2) **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the “No Public Funds for Abortions Act” (Idaho Code Title 18, Chapter 87).

(3) **Government of China:** Consultant certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the government of China as those terms are defined in Idaho Code Title 67, Chapter 23.

ARTICLE 9. CONTRACT DOCUMENTS

9.1. CONTRACT DOCUMENTS: The Contract Documents consist of this Agreement and the other documents listed below and all modifications and change orders issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control and the order of

precedence will be in the order listed. An enumeration of the contract documents is set forth below:

1. This Agreement; and
2. Exhibit "A" Scope of Work; and
3. Exhibit "B" Nondiscrimination Requirements
4. Exhibit "C" Payment

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:

Robert Seale, Community Development Director

BY: _____

Shannon Howard
City Clerk

Date: February ____, 2024

CONSULTANT



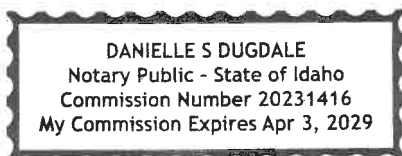
Matt Gillis, P.E., Vice President
Welch Comer & Associates, Inc.

Date: February 1, 2024

State of Idaho)
 : ss
County of Kootenai)

On this 1st day of February 2024 before me, a notary for the State of Idaho, personally appeared Matt Gillis, P.E. who, being by me first duly sworn, declared that they are a Vice President of Welch Comer & Associates, 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




Notary Public for the State of Idaho
Residing at: Kootenai County
My Commission Expires: 4/3/2029

Exhibit A

City of Post Falls

Impact Fee Update Phase 1

Scope of Work

1. Project Description

- A. OWNER: City of Post Falls
- B. ENGINEER: Welch Comer & Associates, Inc.
- C. PROJECT: Impact Fee Update
- D. DESCRIPTION: Owner wishes to update their development impact fee study. Phase 1 will include clarifying methodology options and administrative procedures through a series of topical issue papers. Phase 2, to be followed by additional services, will include selection of a locally preferred methodology and updated fee calculations and preparation of a current methodology report and adoption assistance.

2. Study Services

A. Growth Issue paper:

- 1) This issue paper will document current and forecast future baseline growth assumptions (the denominator in the fee calculations) and clarify how it applies to each fee type.
- 2) Population assumptions will be generated from the most recent KMPO growth estimates and forecasts; with comparisons made to the City's latest Comprehensive Plan. The consultant team will work with planning staff to determine consistent 10-year growth estimates (population, dwelling units, vehicle trip growth, person trip growth, overnight visitors, and non-residential square footage) to use in the impact fee study. Consideration shall be given to current and future growth allocations to subareas within the City.
- 3) Travel Demand Modeling (Hourly)
 - a) Document the existing and future land use throughout the City of Post Falls zones to identify growth assumptions related to each fee type. Verify large known employers and spot check known existing large developments and future large projects.
 - b) Land uses for review will generally consist of households, population, and employment, as available in the current models.
 - c) Summarize population and household assumptions for existing and future years and compare against the City's latest Comprehensive Plan.
 - d) Document the existing and future vehicle trips throughout the City of Post Falls zones. Trips will be summarized by time of day, mode of trip, and purpose of trip.
 - e) Based on planning staff and project team review of population and household assumptions, revise model inputs as necessary and document the final population and household assumptions for use in the Impact Fee Update.

- 4) Assume two (2) fully virtual meetings with City staff only.
- 5) A technical memorandum (Issue Paper #1) will be provided summarizing growth assumptions that can be used in the final methodology report. The issue paper contents shall include the following:
 - a) Purpose of the Issue Paper
 - b) Overview of Relevant Idaho State Legal Requirements
 - c) Background and Current Practice by the City of Post Falls
 - d) Methodology Options Under Consideration
 - e) Preliminary Analysis and Recommendations

B. Parks Issue Paper:

- 1) Work with parks staff to define the current and future/planned level of service for parks and trails and compare to level of service criteria noted in the parks master plan.
- 2) Provide pros and cons of developing the parks impact fee as a level of service-based fee, versus a fee based on the capital improvement plan.
- 3) Provide pros and cons of and describe methodology for charging non-residential parks fees, which is normally based on the non-resident using the parks system.
- 4) Consider sub-areas for the parks fee (provide input on regional versus neighborhood parks) and how the fee could vary between districts should the City wish to consider it.
- 5) Provide input on impact fee eligible expenses and when credits are issued and how such credits are to be measured for parks projects (regional and neighborhood parks, land dedication, etc).
- 6) One (1) in-person (Welch Comer will attend in person and FCS will attend virtually) and two (2) fully virtual meetings with staff are proposed. Meetings are anticipated to take less than one hour each.
- 7) One (1) in-person (Welch Comer will attend in-person) update to the Parks and Recreation Commission.
- 8) A technical memorandum (Issue Paper #2) will be prepared summarizing parks impact fee options and alternative approaches. The issue paper contents shall include the following:
 - a) Purpose of the Issue Paper
 - b) Overview of Relevant Idaho State Legal Requirements
 - c) Background and Current Practice by the City of Post Falls
 - d) Methodology Options Under Consideration
 - e) Preliminary Analysis and Recommendations

C. Transportation Issue Paper:

- 1) Work with the City staff, KMPO staff, and current City transportation regional demand model to summarize the existing LOS of major roadways and intersections within the roadway network.

- 2) Work with staff to determine the total number and/or linear feet of City-owned non-motorized facilities (not related to roadways) to determine an existing LOS metric.
- 3) Consider sub-areas for the transportation fee (provide input on roadways that serve regional versus local traffic) and how the fee could vary between sub-areas should the City wish to consider it.
- 4) Provide input on the non-motorized transportation fee and if it should be CIP-based or LOS based. Provide guidance on combining the non-motorized and motorized fees.
- 5) Travel Demand Modeling (Hourly)
 - a) Provide a set of summarized land use and growth projections for up to six (6) sub-areas within the City. These areas will be provided to Iteris by the City and Welch Comer and will be used to determine how the fee could vary between sub-areas should the City choose that methodology.
 - b) Calculate trips per land use impact fee category based on both the ITE Trip Generation Manual and the City of Post Falls and KMPO travel demand models for review.
 - c) Summarize city-wide (or quadrant) vehicle traveled statistics (miles, hours, delay) to help with understanding the change in future travel patterns and distances of trips (or changes in trip making patterns) throughout the City.
 - d) Summarize city-wide (or quadrant) trips by trip purpose, with trips are separated into home-based and non-home-based trips, and other trip purposes as desired by the City to support the update of impact fees.
- 6) Provide trip generation assumptions by land use/development category based on both ITE Trip Generation Manual and KMPO Model Assumptions for City staff review.
- 7) Provide input on impact fee eligible expenses and when credits are issued and calculated for transportation projects (roadways, intersections, and non-motorized facilities).
- 8) One (1) in-person (Welch Comer and Iteris will attend in person and FCS will attend virtually) and two (2) fully virtual meetings with staff are proposed.
- 9) A technical memorandum (Issue Paper #3) will be provided summarizing transportation recommendations and preliminary methodology to be used in fee calculations and final report update. The issue paper contents shall include the following:
 - a) Purpose of the Issue Paper
 - b) Overview of Relevant Idaho State Legal Requirements
 - c) Background and Current Practice by the City of Post Falls
 - d) Methodology Options Under Consideration
 - e) Preliminary Analysis and Recommendations

D. Police Issue Paper:

- 1) City staff has determined the existing total square footage of police station, police substation, evidence storage facilities, sworn personnel and planned/future LOS standards for Police functions.
- 2) By reviewing the capital facilities plan, the consultant team shall coordinate with City staff and confirm with Police staff key assumptions regarding the needs and costs to accommodate 10 years of growth.
- 3) One (1) in-person (Welch Comer will attend in person and FCS will attend virtually) and one (1) fully virtual meeting with staff are proposed.
- 4) A technical memorandum (Issue Paper #4) summarizing police assumptions and methodology will be prepared to be used in the fee calculations and the study. The issue paper contents shall include the following:
 - a) Purpose of the Issue Paper
 - b) Overview of Relevant Idaho State Legal Requirements
 - c) Background and Current Practice by the City of Post Falls
 - d) Methodology Options Under Consideration
 - e) Preliminary Analysis and Recommendations

E. Scaling Residential Fees Issue Paper:

- 1) Work with City staff to obtain local building permit history data that depicts floor area in square feet of recently constructed housing units in the City. Provide guidance on scaling of residential fees by home size to determine if that is something the City would like to consider. In this instance, a smaller size home, such as a cottage home or accessory dwelling unit would be charged a lower impact fee than a standard size or very large “estate” home.
- 2) One (1) fully virtual meeting with staff is proposed.
- 3) A technical memorandum (Issue Paper #5) summarizing methodology to scale residential fees will be prepared to be used in the fee calculations and report. The issue paper contents shall include the following:
 - a) Purpose of the Issue Paper
 - b) Overview of Relevant Idaho State Legal Requirements
 - c) Background and Current Practice by the City of Post Falls
 - d) Methodology Options Under Consideration
 - e) Preliminary Analysis and Recommendations

F. Development Land Use Categories Issue Paper:

- 1) Work with staff to determine if adjustments need to be made to the current land use categories to either expand or consolidate the categories or charge fees based on different metric (square foot, dwelling unit, number of rooms, etc). The consultant team will provide a summary comparison of selected Idaho “peer cities” of impact fee charges by land use type for discussion purposes.
- 2) One (1) fully virtual meeting with staff is proposed.

- 3) A brief technical memorandum (Issue Paper #6) summarizing the Land Use Category Recommendations will be prepared. The issue paper contents shall include the following:

- a) Purpose of the Issue Paper
- b) Overview of Relevant Idaho State Legal Requirements
- c) Background and Current Practice by the City of Post Falls
- d) Methodology Options Under Consideration
- e) Preliminary Analysis and Recommendations

G. Annual Fee Escalation Issue Paper:

- 1) Provide recommendations for escalating the cost basis used for calculating the fees as part of the impact fee update, or instead an annual fee index to be used each year in between full study updates using ENR indices and/or other methodologies.
- 2) One (1) fully virtual meeting with staff is proposed.
- 3) A brief technical memorandum (Issue Paper #7) summarizing escalation recommendations will be prepared. The issue paper contents shall include the following:
 - a) Purpose of the Issue Paper
 - b) Overview of Relevant Idaho State Legal Requirements
 - c) Background and Current Practice by the City of Post Falls
 - d) Methodology Options Under Consideration
 - e) Preliminary Analysis and Recommendations

H. Planning and Zoning Commission (Development Impact Fee Committee) Workshops (Hourly)

- 1) Updated growth information will be provided at a Planning and Zoning meeting by City Staff. Welch Comer will assist in the preparation of the content but will not attend the meeting. No workshop with the Development Impact Fee Committee is necessary for the growth issue paper.
- 2) Development Impact Fee Committee Workshop 1 will be related to Parks and Police and is expected to take two (2) hours. Welch Comer will attend in-person and FCS will attend virtually.
- 3) Development Impact Fee Committee Workshop 2 will be related to Parks and Transportation and is expected to take two (2) hours. Welch Comer and Iteris will attend in-person and FCS will attend virtually.
- 4) Development Impact Fee Committee Workshop 3 will be related to Scaling Residential Fees, Land Use Categories, and Escalation workshops and is expected to take two (2) hours. Welch Comer will attend in person and FCS will attend virtually.

I. Council Updates (Hourly)

- 1) City Council Update 1 – This update to Council will focus on growth assumptions and the initial update on Parks. Welch Comer will provide content for the presentation, and it is expected that City Staff and Welch Comer will

collaborate on the presentation and Welch Comer will attend. FCS and Iteris will not attend the meeting.

- 2) City Council Update 2 – This update to Council will be related to Parks, Transportation, and Police. Welch Comer will provide content for the presentation and collaborate with City Staff. Welch Comer and Iteris staff will attend the meeting. FCS will not attend.
- 3) City Council Update 3 – This update for the Council will be related to Scaling Residential Fees, Land Use Categories, and Escalation. Welch Comer will provide content for the presentation and collaborate with City Staff. Welch Comer will attend the meeting, FCS and Iteris will not attend.

J. Assumptions:

- 1) Police staff either have a 10-year CIP or can develop a CIP to use in the LOS calculations.
- 2) We understand the Transportation CIP is not available because the transportation plan update is currently underway. Specifics with CIPs, growth share of specific projects, and fee calculations will follow in Phase 2.
- 3) The parks fee is currently LOS rather than CIP based. However, if the consensus is that a CIP-based fee is desired, then the Parks staff can develop the CIP based on the latest Master Plan. If the consultant team needs to assist in the development of the CIP, that can be completed as Phase 2 services.
- 4) City to provide existing data regarding measures of level of service, including inventory of parks facilities (developed and undeveloped land area, trails (LF), playgrounds, courts, etc.; police facilities; bike/ped facilities (LF) on local streets; current development (SF of floor area by development type) if available. City also to provide five (5) years of permitting records depicting building permits issued for new construction (floor area) of single-family dwellings.
- 5) City to provide at least three (3) years of budget history that depicts the cost of local capital facility improvements for transportation, parks and police improvements and related sources of funding for those facilities (such as general funds, impact fees, grants, etc.).

K. Schedule:

- 1) The following schedule is proposed for Phase 1 of the Impact Fee Study Update with workshops with the Development Impact Fee Committee in April, June, and August and Council updates in May, July, and September. Phase 1 is anticipated to be complete by the end of September.

[illegible]

Exhibit B 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 C City of Post Falls Impact Fee Update Payment

A. Lump Sum and Hourly Tasks

Payment for consulting services for the project shall be on the lump sum and hourly basis as listed below:

	Lump Sum	Hourly
Project Management	\$3,520	
Growth Issue Paper	\$12,340	\$14,610
Parks Issue Paper	\$13,530	
Transportation Issue Paper	\$14,930	\$18,400
Police Issue Paper	\$6,610	
Scaling Residential Fees Issue Paper	\$7,080	
Land Use Categories Issue Paper	\$3,960	
Escalation Issue Paper	\$3,740	
Workshops and Meetings		\$17,170
Total Lump Sum and Hourly	\$65,710	\$50,180

Lump Sum Tasks: The Lump Sum includes appropriate amounts to account for labor, overhead, profit, and Reimbursable Expenses. Subconsultants are INCLUDED in the above.

The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

Hourly Tasks: An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.

Reimbursable Expenses: The amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external

expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.15.

Engineer's Standard Hourly Rates are attached as Appendix 1.

Engineer's Reimbursable Rate Schedule is attached as Appendix 2.

Engineer may alter the distribution of compensation between individual phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

B. Monthly Progress Payments

Partial payments shall be made upon request of the ENGINEER to cover the percentage of work completed and are not to be more frequent than monthly.

C. Final Payment

Final payment of any balance due the ENGINEER of the gross amount earned will be made promptly upon its verification by the OWNER after the completion of the work under this AGREEMENT contingent upon receipt of all bidding and construction documents, plans, maps, notes, reports, and other related documents which are required to be furnished under the AGREEMENT.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. The Standard Hourly Rates Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C.

The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Special Services	\$275.00/hour
Special Services – Accounting	\$175.00/hour
Expert Witness	300.00/hour
Public Involvement Specialist	125.00/hour
Principal Engineer III	295.00/hour
Principal Engineer II	285.00/hour
Principal Engineer I	280.00/hour
Sr. Project Manager	220.00/hour
Project Manager	200.00/hour
Engineer VII	260.00/hour
Engineer VI	195.00/hour
Engineer V	185.00/hour
Engineer IV	175.00/hour
Engineer III	155.00/hour
Engineer II	145.00/hour
Engineer I	135.00/hour
Engineering Assistant	80.00/hour
Sr. Engineer Tech III	140.00/hour
Sr. Engineer Tech II	135.00/hour
Sr. Engineer Tech I	120.00/hour
Engineering Technician	110.00/hour
Environmental Scientist	125.00/hour
Survey Manager	240.00/hour
Professional Land Surveyor II	190.00/hour
Professional Land Surveyor I	185.00/hour
Crew Chief II	130.00/hour
Crew Chief I	125.00/hour
Crew Member	110.00/hour
Survey Technician II	125.00/hour
Survey Technician I	120.00/hour
GIS Manager	155.00/hour
GIS Technician II	120.00/hour
GIS Technician I	105.00/hour
Engineering Designer I	145.00/hour
Cad Technician IV	135.00/hour
Cad Technician III	115.00/hour
Cad Technician II	110.00/hour
Cad Technician I	105.00/hour
Sr. Project Administrator	120.00/hour
Project Administrator	100.00/hour
Sr. Administrative Assistant	80.00/hour
Administrative Assistant	70.00/hour
No Charge Services	0.00/hour

Reimbursable Expenses Schedule

Reimbursable Expenses will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Letter/Legal Size Copies/Impressions (B/W)	\$0.10/page
Double Sided Letter & Legal Size Copies/Impressions (B/W)	\$0.13/page
Double Sided Letter & Legal Size Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (B/W)	\$0.20/page
Double Sided Ledger Size Copies/Impressions (B/W)	\$0.25/page
Double Sided Ledger Size Copies/Impressions (Color)	\$1.03/page
Cardstock Copies/Impressions (B/W)	\$0.31/page
Letter/Legal Cardstock Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (Color)	\$1.98/page
Color Transparency	\$2.49/page
Plot on Paper B&W (18" x 24")	\$0.90/sheet
Plot on Paper Color (18" x 24")	\$4.50/sheet
Plot on Paper B&W (18" x 27 ")	\$0.90/sheet
Plot on Paper Color (18" x 27 ")	\$4.50/sheet
Plot on Photo Paper/Mylar (18" x 27")	\$8.25/sheet
Plot on Paper B&W (22" x 34")	\$1.80/sheet
Plot on Paper Color (22" x 34")	\$9.00/sheet
Plot on Paper B&W (22" x 36")	\$1.80/sheet
Plot on Paper Color (22" x 36")	\$9.00/sheet
Plot on Paper B&W (24" x 36")	\$1.80/sheet
Plot on Paper Color (24" x 36")	\$9.00/sheet
Plot on Paper B&W (30" x 42")	\$2.70/sheet
Plot on Paper Color (30" x 42")	\$13.50/Sheet
Plot on Paper B&W (34" x 44")	\$3.30/sheet
Plot on Paper Color (34" x 44")	\$16.50/sheet
Plot on Paper B&W (36" x 48")	\$3.60/sheet
Plot on Paper Color (36" x 48")	\$18.00/sheet
Plot on Paper B&W (36" x 120")	\$9.00/sheet
Plot on Paper Color (36" x 120")	\$45.00/sheet
Mileage (auto)	\$0.655/Mile
Ortho Rectified Aerial Image	\$1,000/each
GPS Per Hour Billing	\$30.00/hour
GPS Per Hour Billing – Base and Rover	\$60.00/hour
Robotics Hourly Billing- 2 Man	\$35.00/hour
Robotics Hourly Billing – 1 Man	\$60.00/hour
Digital Level	\$15.00/hour
Water Pressure Recorder	\$35.00/day
Meals and Lodging	Per Diem Rate
Pix4D Survey Software	\$200.00/each
Virtual Surveyor Software	\$20.00/hour

**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 4/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ross Junkin, Maintenance Manager
SUBJECT: 2023-24 Snow Operations Report

ITEM AND RECOMMENDED ACTION:
N/A

DISCUSSION:
N/A

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

ATTACHMENTS:
None

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS
MEETING DATE: 4/2/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Beacham, Public Works Director

SUBJECT: Water Reclamation Facility Tertiary Treatment Project - Change Order #68 with Sletten Construction

ITEM AND RECOMMENDED ACTION:

Staff requests city council approval of change order #68 to the contract with Sletten Construction to construct tertiary treatment facilities at the Water Reclamation Facility (wastewater treatment plant). Council approval will authorize the mayor to sign the change order, which amends the contract with Sletten.

DISCUSSION:

Introduction: Sletten Construction is nearing completion of the tertiary treatment upgrade to the Water Reclamation Facility. This will complete a decade-long project to meet limits established by the Environmental Protection Agency (EPA) and the Idaho Department of Environmental Quality (IDEQ) on the amount of phosphorous that the facility releases into the Spokane River. The first phase of upgrades to meet these limits were installed from 2014-2016; those upgrades were followed by a year-long pilot study and then the design of the current construction project. Bids were obtained and opened for the construction project in May of 2020. At that time, it was necessary to proceed with the project, despite the uncertainties and expected cost increases created by the COVID-19 pandemic, to meet EPA and IDEQ's compliance schedule.

Change Order Summary: The project schedule was extended in November (Change Order 66) to provide Sletten with compensation for the majority of the delays and cost increases related to COVID-19 pandemic and supply chain issues resulting from the Ukraine war. Since that time, additional issues have further delayed project completion resulting in cost increases beyond those contemplated in the original contract or in the prior change order. Some of these changes are outside Sletten's control.

One of the outstanding delays that was not completely addressed is the storage of the membrane equipment and filtration modules until the contractor was able to install them on site. This equipment must be stored in a secure and temperature controlled setting. Change order #68 splits the cost of that storage at \$132,600.62 and \$80,000 between the city and Sletten, respectively. An inflation related price increase for the membrane filtration equipment, which is required by the contract, is also included, with a value of \$42,811.68.

Sletten has prepared a schedule update, based on the most recent information available, that projects project Final Completion in July and has requested a 115-day schedule extension to match that projection. Sletten has agreed to decrease the project cost by \$50,000 if this deadline is not met.

Rationale: Overall, this adjustment provides a fair schedule adjustment to Sletten and compensates the membrane equipment supplier for extended storage costs unforeseen at the time the contract was signed. This adjustment also resolves a number of overlapping delay causes, providing simplicity and decreased oversight and administration costs from our consulting engineer, who is providing construction monitoring services.

Recommendation: Staff recommend approving change order #68. The negotiated schedule extension provides new deadlines, provides clarity to avoid future disputes, and provides relief for delay related costs to the membrane supplier.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This project has been in progress since 2018. Below are the most recent items:
Change Order with Sletten for Escalation and Schedule Extension – 11/15/2023
Amendment to Allwest Contract for Schedule Extension – 6/6/2023
Change Order with Sletten for Membrane Filtration Equipment Costs – 4/2/2023
Amendment to J-U-B Contract for Schedule Extension – 12/6/2022
Amendment to PAC Contract for Schedule Extension – 12/6/2022
Amendment to Allwest Contract for Schedule Extension – 9/6/2022
Change Order with Sletten for FRP Tank Costs – 8/9/2022
Change Order with Sletten to Add Backup Generators – 4/5/2022

APPROVED OR DIRECTION GIVEN:

Council approved each of the prior items.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The increased costs for the project will be funded from the Water Reclamation Facility Capital Fund and are within the prior approved contingency for the overall project budget. Due to growth related revenue exceeding projections, and to delays in other projects under the current financial plan, neither rate increases nor substantial delays in other projects are anticipated to result from this change.

BUDGET CODE:

651-463.3213.90015

ATTACHMENTS:

1. CO-068 - SCC Signed

Change Order

No. 068

Date of Issuance: 3/25/2024

Effective Date: 3/6/2024

Project: WRF Tertiary Treatment Improvements	Owner: City of Post Falls	Owner's Contract No.:
Contract: WRF Tertiary Treatment Improvements		Date of Contract: August 13, 2020
Contractor: Sletten Construction Companies		Engineer's Project No.: 20-18-024

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Please reference the following attachments:

- Attachment 1 – Schedule Adjustment and Storage Costs Narrative

This Change Order is executed per General Conditions section 12.01.B.3.

Attachments (list documents supporting change):

- Attachment 1 – Schedule Adjustment and Storage Costs Narrative
- Exhibit A – Sletten February 20, 2024 Schedule Adjustment Request letter.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$36,645,000.00

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 001 to No. 067:

\$3,510,547.99

Contract Price prior to this Change Order:

\$40,155,547.99

[Increase] ~~[Decrease]~~ of this Change Order:

\$175,600.62

Contract Price incorporating this Change Order:

\$40,331,148.61

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 750_____

Ready for final payment (days or date): 780_____

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 001 to No. 067:

Substantial completion (days): 511_____

Ready for final payment (days): 511_____

Contract Times prior to this Change Order:

Substantial completion (days ~~or date~~): 1261_____

Ready for final payment (days ~~or date~~): 1291_____

[Increase] ~~[Decrease]~~ of this Change Order:

Substantial completion (days ~~or date~~): 115_____

Ready for final payment (days ~~or date~~): 115_____

Contract Times with all approved Change Orders:

Substantial completion (days ~~or date~~): 1,376_____

Ready for final payment (days ~~or date~~): 1,406_____

PREPARED BY:

ACCEPTED:

ACCEPTED:


By: _____

Engineer (Authorized Signature)

By: _____

Owner (Authorized Signature)


By: _____

Contractor (Authorized Signature)

Name: R. Michael Conn

Print Name

Date: 3/25/2024

Name: _____

Print Name

Date: _____

Name: Kyle Blunn for Paul Robinson

Print Name

Date: 3/26/2024

Approved by Funding Agency (if applicable):

Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Attachment 1

In November 2023, the project dates were extended to accommodate delays due to multiple factors, including the COVID-19 Pandemic and Ukraine War related supply chain issues. Since that extension, other issues have delayed the completion of the project. On February 20, 2024, the Contractor requested a 115-day schedule extension in a letter summarizing multiple factors. One factor included in the letter is a number of change documents currently being negotiated. One factor associated with schedule-related delays is the cost of storing the MFES Equipment until the jobsite is ready to receive or accept it.

This schedule extension has been negotiated by both parties (i.e., the City of Post Falls and Sletten Construction Companies) to provide a **complete and final resolution** of all schedule-related claims existing or arising before the effective date of this Change Order, known or knowable to either party. The parties agree that no additional requests for extensions or delay-related compensation will be requested or approved for those items. The parties also agree that, beyond those claims specifically exempted from this Change Order as described below, there are no additional claims for schedule extensions or compensation resulting from schedule issues and that there is no other understanding between the parties, verbal or otherwise, that exempts any such claims. The parties further agree that the only schedule claims that are not barred by this agreement are those that arise after the effective date of this Change Order and that are submitted and reviewed in the manner required by the Contract Documents between the parties. This adjustment also allocates the cost share for all delay-related costs, current and owing, for the MFES Supplier.

- The effective date of this Change Order is March 6, 2024.
- The contract dates for Milestone 1 (previously defined in CO-066), Substantial Completion, and Final Completion will be extended by 115 days.
 - The parties agree that the contract price will be adjusted down by \$50,000 in the event Final Completion is not met. All other contractual provisions, conditions, and remedies remain in effect.
 - This extension is the **complete and final** adjustment for all delays known or knowable at the effective date of this Change Order, including, but not limited to, all matters listed in Contractor's February 20, 2024 schedule adjustment request (Exhibit A, attached). The parties agree that no additional schedule adjustments or requests for compensation related to these schedule issues will be requested or approved.
 - This extension settles any and all time impacts related to all outstanding elements of Work (including but not limited to Change Orders, Field Orders, Change Proposal Requests, and Responses to Requests For Information) documented prior to the effective date of this Change Order, with the exception of the following items:
 - None.
 - The Contractor, by executing this Change Order, waives all future time extension claims that are not filed in the manner required by the Contract Documents between the parties.
- City agrees to compensate Contractor for \$175,600.62 to settle **all** claims as of the effective date of the change order from the Contractor's MFES Supplier including, but not limited to, storage of MFES equipment, storage of membrane modules, and the contractual CPI adjustment.
 - Payment represents 100% of the \$42,811.68 CPI adjustment and \$132,788.94 of storage costs.

- Contractor is responsible for all remaining and future storage costs and CPI payments that may arise.
- Contractor will provide Owner with proof of payment to the MFES Supplier within 14 days of Change Order execution.
- Payment to Contractor will be made in a lump sum on the progress payment following Change Order execution.



Kyle Blunn
Project Manager
1000 25th Street North
Great Falls, MT 59403
Office: (406) 761-7920
Fax: (406) 761-0923

EXHIBIT A

February 20, 2024

Via Email

Michael Conn
J-U-B Engineers, Inc.
7825 Meadowlark Way
Coeur d'Alene, ID 83815

**RE: Post Falls WRF Tertiary Treatment Improvements (the "Project")
Project Completion**

Michael:

The purpose of this letter is to advise you that Sletten Construction is unable to complete its scope of work within the contract duration agreed to and outlined in CO-66. Specifically, Sletten had to reschedule the startups for the sole-sourced, pre-procured equipment in the UV, from January 15th to February 19th, and TC equipment, from February 19th to March 18th. MF systems were also delayed due to lack of power. Avista completed the power installation on February 5th, following the testing of the breaker and ATS that had been added to the MCC-MF as part of the Change Order #36 to add the gensets. To remain in accord with Change Order Sixty-Six, Sletten was to have started up all systems except for the Membrane by December 29, 2023. All parties involved were aware that this was not going to occur as December drew to a close and there was still no power to any equipment.

Since the November 15th date that Change Order Sixty-Six was agreed to by all parties, the Engineer has issued four (4) CPRs, the last two – CPR-071 for additional components to the control systems dated January 8th, and CPR-072 for changes to control piping (tubing) to Wigen MF Control Panels dated February 6th, both remain incomplete awaiting pricing and scope estimations. These directly affect scheduling any startup to the membrane system until parts are acquired. The market is still impacted by changes to manufacturing that the COVID crisis instigated.

RFIs #223 through #229 were submitted and answered during the period since Change Order Sixty-Six was signed. These RFIs involved HVAC systems that are required to properly install and run test electrical and control panels, UV conduit routing, Wigen piping, and controls questions. CO#66 includes language regarding previous change orders:

"Requests for Information (RFIs) ...except RFIs 159, 194, 201, and 202. The need for any schedule adjustment related to these RFIs has not yet been determined."

Respectfully, some work following these RFIs may remain incomplete as of this date (e.g., RFI 194 MF Wetwell Conduit).

In working with the City of Post Falls & J-U-B Engineers it was determined to be a requirement that the generators be tested and commissioned prior to being able to fully treat wastewater in this part of the plant. The delays in the commissioning of these systems (UV, TC and MF) until the generators and appurtenances were delivered, installed, tested, and commissioned have only just been realized. See above for the direct delay to availability of power.

Going forward, Sletten requests J-U-B Engineers and the City of Post Falls extend the Project duration to bring the contract schedule into alignment with the current CPM schedule. Work related to milestone one will be operational in early May. Work related to substantial completion as defined by change order sixty-six will be in operation in June, with final completion of work happening in July. Given the factors listed a schedule extension of approximately 115 days is warranted. Sletten Construction requests J-U-B Engineers and the City of Post Falls take these issues into consideration and extend the Project schedule to meet the current CPM schedule.

This date could move forward if Wigen is compensated for CPI increase #2, as requested and for storage of the Membrane System equipment, which was produced to meet the fall schedule that was once anticipated.

Sletten will continue to look for ways to bring the schedule to completion sooner. Reducing the 45-day period for Membrane Programming might be an avenue to bring the project to completion as expeditiously as possible with much of this programming already in progress. Another option is to have commissioning activities run concurrent with startup.

The UV System is beginning startup this month. The TC Plate Settlers begin next month, and subsequently the Membrane Filtration System.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

SLETTEN CONSTRUCTION COMPANY



KYLE BLUNN
Project Manager

February 20, 2024
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CC: Paul Robinson
Andrew Arbini
Jaxon Fleshman