



**CITY COUNCIL
MEETING AGENDA**

**May 7, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. Water Reclamation Facility Master Plan

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**

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes - April 11, 2024 City Council Workshop
- b. Minutes – April 16, 2024 City Council Meeting

- c. Payables April 9, 2024 - April 29, 2024
- d. Lumen Phone & Internet Contract
- e. Updated Appendix X to the Haycrop Commercial Park (aka Jacklin Ranch) Construction Improvement Agreement
- f. Intergovernmental Fee Waiver Agreement with Kootenai County Fire and Rescue
- g. Purchase of John Deere Wide Area Mower for the Parks Division
- h. Foxtail 10th Addition Subdivision Construction Improvement Agreement
- i. Jacklin Ranch (aka Haycrop Commercial Park) Subdivision Plat Application
- j. Legion Park Annexation Reasoned Decision (ANNX-23-7)
- k. Arche Annexation Reasoned Decision (ANNX-23-4)

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. Our Next Venture Zone Change File No. ZC-23-4

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. Public Works Operation Center Planning Services

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. Community Garden Parking Lot Construction Agreements
- b. Purchase of Pump for the 3rd. Avenue Lift Station
- c. Solids Hopper Building Modification - Bid Review

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. Spokane Street Project
- b. Community Parade Support Request - Nonprofit Application
- c. Exit Interview Procedures

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. **ACTION ITEM** 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

- a. Authorizing Staff to Mediate Claim and or Settle as Discussed in Executive Session -
ACTION ITEM

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.

CITY OF POST FALLS
AGENDA REPORT
WORKSHOP – 5:00 pm Basement Conference Room
MEETING DATE: 5/7/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Water Reclamation Facility Master Plan

ITEM AND RECOMMENDED ACTION:

DISCUSSION:

- a. Introductions
- b. Scope and History of the Master Plan Development
- c. Key Points from Chapters 1-6
- d. Chapter 7 Capital Improvement Plan and Funding
- e. Remaining Decision Points
- f. Path to Plan Adoption
- g. Open Discussion

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

ATTACHMENTS:

None



**CITY COUNCIL
WORKSHOP MINUTES**

**April 11, 2024
5:00 PM**

**Location: City Hall Basement Conference Room, 408 N. Spokane Street, Post Falls, ID
83854**

CALL TO ORDER BY MAYOR JACOBSON

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund, Kenny Shove
Mayor Jacobson, Westlund, Malloy, Steigleder, Walker, Ziegler - Present
Shove - Excused

WORKSHOP – 5:00 pm Basement Conference Room

- a. Comprehensive Plan Update Preparation: Housing Needs Assessment and Fiscal Impact Analysis Workshop

Workshop was presented by Jon Manley, Planning Manager and Bob Seale, Community Development Director.

- b. 5:00-5:10 Introduction

The scope of work for updating the 2020 Comprehensive Plan and Zoning Code includes, but is not limited to, the following tasks:

1. An active public participation program engaging the community through a series of public workshops and surveys to compliment the Comprehensive Plan update recess.
2. Verify the applicability of the current Goals and Policies and update according to be consistent with the Public Process and the voice of the community.
3. Validate the applicability of the existing identifies Focus Areas.
4. Remove the identifies "Transitional" Land Use Designation and replace it with guiding policies within Focus Areas.
5. Blend the Future Land Use Map into the established Focus Areas with identified and applicable Goals and Policies within the Comprehensive Plan update.
6. Work with a City of Post Falls selected consultant which will complete a fiscal impact analysis to incorporate developed information and fiscal policies into the update of the Economic Development chapter of the Comprehensive Plan.
7. Work with a City of Post Falls selected consultant which will complete a housing needs assessment to incorporate developed information and housing policies into the update of the Housing chapter of the Comprehensive Plan.
8. Technical support for the City's public involvement process outlining method(s) to encourage active public participation.
9. Verify the established Nodes and Corridors in current plan.

10. Complete an assessment of the existing built environment.
11. Complete GIS Maps as needed.

c. 5:10-5:25 Housing Needs Presentation

The Comprehensive Plan per Idaho Code 67-6508 "Shall consider previous and existing conditions, trends, compatibility of land uses, desirable goals and objectives, or desirable future situations for each planning component". To include an analysis of housing conditions and needs, including the provision for low-cost conventional housing, and to address the needs of the community.

Potential goals for the housing needs assessment:

- data informed housing needs.
- improved understanding of development patterns.
- better understanding of Post Falls neighborhoods.
- potentially attain housing decision tools.
- information to incorporate into a comprehensive plan update.
- obstacles in attaining diversified housing.
- the role ADU's in meeting housing needs.

Completing this study as part of the comprehensive plan update should lead to policies that are directly steered towards the needs of Post Falls.

d. 5:25-5:45 Housing Needs Discussion

Is this an item that the City Council would like to embark on and include in the comprehensive plan update?

Consenses of City Council is to include it.

e. 5:45-5:55 Break

f. 5:55-6:00 Fiscal Impact Analysis Introduction

How do patterns of growth affect our wallets.

g. 6:00-7:20 Watch Presentation

Council watched a webinar from Urban3 on how Fiscal Impact Analysis studies can be used.

h. 7:20-8:00 Fiscal Impact Analysis Discussion

City Council unanimously agreed they wanted a fiscal impact analysis included.

ADJOURNMENT

7:26 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to

**City of Post Falls
City Council Minutes**

April 11, 2024

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Mayor Ronald G. Jacobson

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

Mission
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**CITY COUNCIL
MEETING MINUTES**

**April 16, 2024
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. Panhandle Affordable Housing Alliance and Hayden Homes

ROLL CALL

Present: Mayor Jacobson, Steigleder, Malloy, Ziegler, Westlund, Shove

Excused: Walker

Deborah Flagan of Hayden Homes and Maggie Lyons of PAHA presented on the status of affordable housing in the Post Falls area. They reviewed the gap between affordability in the City of Post Falls and market prices homes in the area. The affordability gap is approximately \$120,000. They discussed how cities can support reducing the cost of building affordable housing in several ways. Deed restrictions were also presented as a possibility to ensure homes will be resold in the affordable range. Hayden Homes and PAHA are partnering on a 28 home development south of Prairie on Greensferry for their deed restricted home project called Miracle on Britain.

Workshop Ended at 5:50pm

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

Present: Steigleder, Malloy, Ziegler, Westlund, Shove

Excused: Walker

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

The City will celebrate Arbor Day on April 20th at Tullamore Park at 9am. The first 100 attendees who visit the educational stations will receive a free tree. The Community Recycle Day and Residential Clean Up will take place on Saturday, April 27th. Visit the City's website for more details on these events.

- a. Proclamation - Arbor Day 2024

- b. Proclamation - Fair Housing Month
- c. Proclamation - World Wish Month

AMENDMENTS TO THE AGENDA

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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 – April 2, 2024, City Council Meeting
- b. Payables March 26, 2024 - April 8, 2024
- c. February Cash and Investments
- d. Acceptance of Property - Rights-of-Way and Easement - 4th & Idaho Roundabout
- e. Acceptance of Property - Rights-of-Way and Easement - Zorros Road, Harvest Avenue and Fennecus Road
- f. Acceptance of Property - Rights-of-Way and Easement - Prairie/Zorros Roundabout
- g. Pinion Park Roadway Frontage Improvements Construction Improvement Agreement
- h. Woodbridge Park Concrete Contract with Five Star Concrete

Motion by Malloy to accept the Consent Calendar as presented.

Second by Ziegler.

Ayes: Steigleder, Malloy, Ziegler, Westlund, Shove

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. Idaho Community Development Block Grant Application for Warren Field Park Road Frontage Improvements, Fair Housing Resolution, and Citizen Participation Plan

Public Hearing opened at 6:07pm

Staff Report

Robert Seale, Community Development Director Presenting: The grant application is a joint effort between Community Development, Parks, and Administration. The City is requesting approval of our application for the Idaho Community Development Block Grant for Warren Field Park Road Frontage Improvements, the Citizen Participation Plan, and the Fair Housing Resolution. Warren Field Park is a centrally located park in the downtown area that is used for sports. The deficiencies include no ADA ramps, no formal parking stalls, no ADA parking stalls, no swale drainage, and no sidewalks. Right now, parking on the site is haphazard at best. Improvements to the park are included in the City Center parking plan. Improvements would be to 2nd Avenue and North Idaho Street. The grant funds and city funding will not allow us to do the 1st Avenue improvements at this time. The total grant request is \$325,000 with \$80,000 from the City from our Fees In Lieu of Parking fund and some in-kind contributions by city staff. Project costs were reviewed in more detail. If approved and if the grant application is successful, we would begin design in June of this year. Construction would begin in May 2025, with completion of the project at the end of 2025. The beneficiaries of this project include the surrounding low-and-moderate income neighborhood. The park is visited by 10,000 people per year which would benefit from the improvements. The project benefits are the ADA improvements and it aids access to park facilities and activities. Without the CDBG funding, this project is less likely to be completed.

Questions on the application?

Ziegler: If one of the objectives of doing the improvements is ADA accesibility, the existing play structure is far from the proposed improvements, how do we reconcile that?

Seale: There is an existing internal pathway from that northern side that does lead down from the 2nd Avenue parking side. There is more use of the 2nd Avenue side.

Ziegler: Its more heavily used as in traffic or people are parked on it?

Seale: People park on it. The Citizen Participation Plan outlines how many public hearings are required and the parameters of those. This is the first public hearing. There was a notification of the hearing in the Coeur d'Alene press. The second public hearing will be a status update. It also requires that staff are familiar with the complaint procedures. There were some previous Council questions about the Fair Housing Resolution. Familial status is basically protecting families and people with children as defined in the Fair Housing Act. The Fair Housing Assessment is a questionnaire that would have been filled out by city staff. The last one was completed in 2017. We just completed a new assessment, filled out by our Fair Housing Officer Jon Manley. The sample language for the resolution is required verbatim for the grant application. Questions?

Testimony

In Favor - None
Neutral - None
In Opposition - None

Hearing closed at 6:18pm

Jacobson: Just to give everyone some background on Warren Field Park. The City got a pretty good deal on that park. 35 years ago, Earl Warren lived just north of the park. Bob Templin worked out a deal with Earl for that property to be donated to the city. My wife and I were one of the many neighbors that went and picked rocks out of the field, to make it a usable field. It was just an overgrown field at the time, it became a ball field. I met someone there six years ago for something and was amazed at the number of kids who were playing on that field. The parking is always an issue there. I would love to see it brought up to city standards.

Ziegler: Applying for a grant keeps it affordable to us, its a gem of a park right now down there. It makes sense to me.

Fair Housing Resolution:

LET IT BE KNOWN TO ALL PERSONS OF the City of Post Falls that discrimination on the basis of race, color, religion, sex, national origin, handicap, or familial status in the sale, rental, advertising, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law) and the Fair Housing Amendments Act of 1988.

It is the policy of the City of Post Falls to encourage equal opportunity in housing for all persons regardless of race, color, religion, sex, national origin, handicap, or familial status. Therefore, the City does hereby pass the following Resolution.

BE IT RESOLVED that within available resources the City will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, handicap, or familial status to seek equity under federal and state laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City shall publicize this Resolution and through this publicity shall encourage owners of real estate, real estate brokers and sellers, rental owners, rental property manager, lenders, developers, builders, home buyers, and renters to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID FAIR HOUSING PROGRAM will at a minimum include: 1) publicizing this resolution; 2) posting applicable fair housing information in prominent public areas; 3) providing fair housing information to the public; 4) preparing a fair housing assessment; and 5) declaring April as Fair Housing Month.

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.

Motion by Malloy to Approve the Idaho Community Development Block Grant Application for Warren Field Park Road Frontage Improvements, Fair Housing Resolution, and Citizen Participation Plan.

Second by Ziegler.

Ayes: Malloy, Ziegler, Shove, Steigleder, Westlund

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Water Reclamation Facility Tertiary Treatment Project – Amendment to the Professional Services Agreement with J-U-B Engineers

Andrew Arbini, Public Works Projects Division Manager Presenting: My presentation this evening is two contract amendments related to the Tertiary Treatment Improvements project. Four years ago we bid the Tertiary Treatment project. The project has been impacted by multiple events. Most of these impacts have been presented to Council with recommendations from staff on how to move forward as a result of the delays. On April 2nd, Council approved a contract change order with Sletten to extend the project. The DEQ deadline was March, 29, 2024. We will have a future additional discussion about the denial of another extension by DEQ of that deadline. Tonight's request is for construction management services, amendment 9, provides the necessary level of services through closeout of the project. Staff is retaining the existing \$85,000 in contingency funds. The second amendment request tonight is with PAC, who are providing wage compliance services as a result of prevailing wage requirements for this project. The amendment is \$8,600 with a contingency retained there as well. We are not anticipating significant impacts to other projects due to these amendment costs. There's about a 12% increase in total project costs over the past four years. The next steps are continuing to work toward project completion and the IDEQ schedule discussion.

Jacobson: if we get the first two operational by mid-may, what is the actual-expected completion date at this point?

Arbini: Substantial completion is June 21st, final completion July 21st

Jacobson: So we should see the end of this project by end of summer.

Steigleder: What was the original contingency percentage? Don't we usually do 10%, is that correct? Have we used all of our contingency yet?

Arbini: Correct. So total project costs, all of the various contract represent 12%. I did not include JUB, All West, and PAC contingencies in this chart as this was a carry over from last council meeting.

Motion by Malloy to Approve the Water Reclamation Facility Tertiary Treatment Project – Amendment to the Professional Services Agreement with J-U-B Engineers.

Second Westlund.

Ayes: Malloy, Ziegler, Shove, Steigleder, Westlund

Motion Carried

- b. Water Reclamation Facility Tertiary Treatment Project – Contract Amendment with Panhandle Area Council

Motion by Malloy to Approve the Water Reclamation Facility Tertiary Treatment Project – Contract Amendment with Panhandle Area Council.

Second by Westlund.

Ayes: Malloy, Ziegler, Shove, Steigleder, Westlund

Motion Carried

4. NEW BUSINESS

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ACTION ITEMS:

None

5. CITIZEN ISSUES

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None

6. ADMINISTRATIVE / STAFF REPORTS

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- a. 2024 Legislative Session Review

Warren Wilson, Deputy City Administrator Presenting: I want to begin with a brief summary of what staff does during a legislative session. This session just wrapped up. We meet as staff in the fall and talk about what we anticipate moving forward, and we talk about things we think might be coming. Typically, one or two of us go to Boise to meet with AIC, so we have as much advance information as possible. In January, we start monitoring bills. Typically, it starts slowly with one or two per week that are relevant to the city. By mid-February, there are dozens of bills each week that are relevant to the city that we are asking if it is something we are going to take into account. The last two sessions we have used a lobbyist in Boise to help us, as we are not close to Boise and can't readily get to the hearings and they give us information about what's happening in the session. In early January this year, we went to Boise to meet with the leadership and many of the legislators to work on the penalties and interest issue. That's typically what we do. We monitor bills and see what we are going to do. If there's something we are going to weigh in on, we try to put together a draft letter and run that by the Mayor before sending it to the relevant legislators. If it's allowed, we sign up to testify remotely. I'm going to quickly look at

some of these bills. House Bill 466 changes license requirements that may affect the city. It may nominally increase our costs on projects. House Bill 508 adds Emergency Communications Officer supervisors to the rule of 80 for retirement. House Bill 538 allows employees to sue if a city disciplines an employee for refusing to call a customer by preferred title/pronoun or preferred name. House Bill 545 is more of an issue for the Boise area, but the language they used is strange, and it is difficult to see how it will be applied. It will prohibit cities from forcing property owners to participate in federal housing assistance programs. House Bill 571 will have an impact on our public works construction. It increases public works contractors license exemption from \$50K to \$100K. House Bill 572 prohibits cities from adopting a guaranteed income program. House Bill 588 changes response time to public records requests based on where you live. House Bill 590 provides residents within an established mobile home park more time to respond if the owner of the park is planning to sell. Now owners have to provide notice 15 days before a purchase agreement. House Bill 620 prohibits cities from regulating knives outside of police facilities. House Bill 638 changes ITD/LHTAC management of funds and the threshold for match on funds. Senate Bill 1260 is related to uncontested council seats. Senate Bill 1291 prohibits cities from doing business with certain types of organizations that are boycotting specific issues. Senate Bill 1293 deals with city initiated annexation without unanimous consent. The bill now has a threshold of up to 60% of owners within the annexation area representing 50% of the land mass. That's probably a threshold we wouldn't be able to get to. The practical change is in the definition of a residential enclave. It reduces size of residential enclaves from 100 to 30. Senate Bill 1403 changes significantly the Areas of City Impact. The bill states ACI can only be areas likely to be annexed within five years. You can't have overlapping ACIs, which we currently have with Hayden and Rathdrum. The bill also removes the requirement for negotiating ACIs between cities with the County as a moderator.

b. City of Post Falls - Traffic Signal Operations

Robert Palus, Assistant City Engineer Presenting: Back at your first meeting in March there was a public comment with concerns about how traffic signals operate in the region, specifically on HWY 95. They were promoting that the local jurisdictions should take over the programming and control of the traffic signals from the Idaho Transportation Department (ITD). Tonight I am going over what the city has for a traffic signal system and how we program and operate our systems and coordinate with ITD. We have a little over 500 lane miles of road. We have 12 roundabouts, and we own over 20 traffic signals. ITD has 19 traffic signals in the City of Post Falls, most along the I90 corridor and along HWY 41. There are three sections where it makes sense to coordinate signals between the two entities. 75% of ITD's signals are on coordinated systems, 25% of ours are coordinated with ITD. We predominately use video detection on our signals for timing. The other option is radar, but it is more expensive and not as reliable. We have the software to time signals ourselves, but it takes quite a bit of staff time to do so. Questions?

Westlund: Where we have traffic signals that are ITD and some that are ours. Are they already coordinated with each other?

Palus: That is correct. We maintain a good working relationship with the traffic coordination team at ITD. If there is a complex timing problem, we do often contract with a local consultant to do that advanced work.

7. MAYOR AND COUNCIL COMMENTS

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Steigleder: I have an item I would like to put to Council and the Mayor. Are we interested in asking staff to make exit interviews as a standard for city staff when employees leave our employment? So that we continue to be a good employer and so we can understand why they are leaving.

Westlund: Makes sense to me. The more information we have the better decisions we can make with hiring.

Malloy: So it's not standard practice to do exit interviews?

Shelly Enderud, City Administrator: Its not standard practice.

Malloy: What would be any cons to doing so?

Enderud: The only con some of the time would be the employee themselves refusing to do them. They used to do them when I first started here. I'm not sure why we stopped doing them. We can go back to HR and talk about it. I'm not sure if that's an item you want brought back to Council?

Jacobson: If Council agrees, can we ask staff to talk to HR and bring that back.

Ziegler: I think that probably is best practice, but it should not be a requirement. A lot of it should be at the discretion of how the employee is leaving. Because there are some people that just need to go, it could be more of an issue than we want to delve into. As best practice, it's good but not as a requirement.

Jacobson: Certain situations, if we get our insurance carrier ICRMP involved, and there's an investigation, you are looking at making sure we work with ICRMP to do things properly. So if someone is terminated, would we do an exit interview at that point?

Enderud: Likely if we were terminating we wouldn't do an exit interview, and we wouldn't do seasonal either.

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

RETURN TO REGULAR SESSION

ADJOURNMENT

Adjourned at 7:09pm

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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

(<https://www.youtube.com/c/CityofPostFallsIdaho>).

Mayor Ronald G. Jacobson

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

Mission
Building Community.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/7/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Nancy Wolf, CSR/AP
SUBJECT: Payables April 9, 2024 - April 29, 2024

ITEM AND RECOMMENDED ACTION:

DISCUSSION:

Accounts Payable Check Run 05/08/24/Hand Checks

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

Various

ATTACHMENTS:

1. Hand Checks 05.08.24
2. Check Run 05.01.24

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUI

4/12/2024	\$95.16	96196 AT&T Long Distance	Pay Before Due Date
4/12/2024	\$104,567.42	96197 AVISTA Utilities	Pay Before Due Date
4/12/2024	\$104.97	96198 Charter Communications	Pay Before Due Date
4/12/2024	\$26,308.42	96199 Idaho State Tax Commission	Pay Before Due Date
4/12/2024	\$38,964.19	96200 Kootenai Electric	Pay Before Due Date
4/12/2024	\$676.46	96202 Post Falls Food Bank	Pay Before Due Date
4/12/2024	\$444.20	96203 Ricoh USA Inc.	Pay Before Due Date
4/18/2024	\$431.39	96205 Angel Morales-Larranage	PD evidence release
4/18/2024	\$9,086.00	96206 BNSF Railway	Need for permit to be issued
4/19/2024	\$9,701.92	96217 AVISTA Utilities	Pay Before Due Date
4/19/2024	\$10.55	96218 Charter Communications	Pay Before Due Date
4/19/2024	\$16.94	96219 Charter Communications	Pay Before Due Date
4/19/2024	\$104.97	96220 Charter Communications	Pay Before Due Date
4/19/2024	\$1,985.84	96221 East Greenacres Irrigation	Pay Before Due Date
4/19/2024	\$84.16	96223 Ziplly Fiber	Pay Before Due Date
4/19/2024	\$56.98	EFT H & H Business Equipment	Pay Before Due Date
4/26/2024	\$79.79	96227 AT&T Long Distance	Pay Before Due Date
4/26/2024	\$139.98	96228 Charter Communications	Pay Before Due Date
4/26/2024	\$139.98	96229 Charter Communications	Pay Before Due Date
4/26/2024	\$120.00	96230 Costco Membership	Pay Before Due Date
4/26/2024	\$1,690.85	96231 Kootenai County solid Waste	Pay Before Due Date
4/26/2024	\$451.68	96232 Ricoh USA Inc.	Pay Before Due Date
4/26/2024	\$130.83	96233 TDS	Pay Before Due Date
4/26/2024	\$3,448.84	96234 Ziplly Fiber	Pay Before Due Date
4/26/2024	\$49,125.40	96235 Robideaux Motors Co., Inc.	Vehicle ready for Pick up next week
4/26/2024	\$49,125.40	96236 Robideaux Motors Co., Inc.	Vehicle ready for Pick up
4/26/2024	\$49,125.40	96237 Robideaux Motors Co., Inc.	Vehicle ready for Pick up next week
	\$346,217.72		

N 5.8.24

Various

Various

001-443.0000.65030

Various

Various

001-22110

Various

007-20020

001-431.1811.95040

Various

001-443.0000.65030

001-417.0000.63080

001-443.0000.6530

Various

650-463.0000.65030

001-431.0000.66050

001-431.0000.65030

001-442.0000.65030

001-412.0000.65040

001-423.0000.62060

Various

Various

001-443.0000.65030

Various

001-441.0000.91000

001-441.0000.91000

001-441.0000.91000

Post Falls Check Approval



City of Post Falls

Packet: APPKT12850 - Check Run 05.01.24
Vendor Set: 01 - Vendor Set 01

Check Date: 5/1/2024

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN14943	Ken Holehouse				
APMWB	Check	BOND RELEASE - 1	BOND RELEASE - 808 N. SPOKANE	001-22115	1,500.00
Balance Sheet Accounts Total:					1,500.00
Dept: 412 Information Systems					
C140	CDW Government Inc.				
APMWB	Electronic Funds Transf	QL70341	Annual Duo Essentials renewal	001-412.0000.66014	5,189.25
VEN14584	Sylint, LLC				
APMWB	Electronic Funds Transf	20035	Annual SentinelOne renewal	001-412.0000.66014	13,000.00
Dept 412 Total:					18,189.25
Dept: 414 Finance					
B091	BDS				
APMWB	Check	94135	UB Delinquency notices	001-414.1445.62170	317.55
				001-414.1445.62190	146.40
V040	ODP Business Solutions				
APMWB	Check	363478703001	Office Supplies-Finance	001-414.0000.63060	450.00
Dept 414 Total:					913.95
Dept: 421 Police					
A0690	AccessData Corp				
APMWB	Check	10845191	PD Shredding Service	001-421.0000.68010	73.69
A0901	AT&T Mobility				
APMWB	Check	287291408138X032	PD Mobile Devices	001-421.0000.65030	1,300.88
A600	Awards Etc.				
APMWB	Electronic Funds Transf	35084	Award Plaque - Benner	001-421.0000.63060	70.00
VEN14572	Axon Enterprise, Inc				
APMWB	Electronic Funds Transf	INUS233979	AXON Car Cameras 2024	001-421.0000.90020	5,470.43
VEN14905	Car Wash Plaza				
APMWB	Check	1069	PD Car Washes - Feb	001-421.0000.67170	100.00
		1114	PD Car Washes - March	001-421.0000.67170	100.00
VEN14145	Charter Communications				
APMWB	Check	228876901040124	Substation Internet	001-421.0000.65030	114.99
		0337140042024	PD Internet	001-421.0000.65030	159.98
C210	City of Post Falls				
APMWB	Check	INV0147963	City Utilities 04/24	001-421.0000.65004	289.24
C220	Coleman Oil Co				
APMWB	Check	CP-0113745	PD Fuel	001-421.0000.64030	5,667.69
		INV-186285	PD Fleet Diesel	001-421.0000.64030	82.09
		CP-0106070	PD Fuel	001-421.0000.64030	5,872.62
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	17156	PD - Fender Repair	001-421.0000.67100	114.00
VEN14874	Debra J Salish				
APMWB	Check	24-48	Uniform Mend - Crigger	001-421.4000.72000	28.00
		24-49	Uniform Tailoring - House	001-421.4000.72000	36.00
VEN01195	Empire Insignias				
APMWB	Check	2404023	Uniform Patches	001-421.4000.72000	170.00
G020	Galls, LLC				
APMWB	Electronic Funds Transf	027471446	Uniforms - 2 Bar Slide Bar	001-421.0000.63060	29.55
		027526064	Mag Holder - Brabender	001-421.0000.67020	37.26
		027404928	Handcuffs - Gochenour	001-421.0000.67020	55.20
		027418290	Earmuff - Gochenour	001-421.0000.67020	34.04

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transf	027418289	Earmuff - Brabender	001-421.0000.67020	34.04
		027471442	OC Spray - Brabender	001-421.0000.67020	21.05
		027526063	Mag Holder - Morris	001-421.0000.67020	37.26
		027471443	OC Spray - Gochenour	001-421.0000.67020	21.05
		027588397	PD New Hire Mag Holder	001-421.4000.72000	37.26
		027547045	PD Uniform Pouches	001-421.4000.72000	430.21
		027612718	PD New Hire Uniform & Equipment - Garcia	001-421.4000.72000	580.74
G098	Grainger				
APMWB	Check	9079492253	PD Fleet - Band Saw Kit & Blades	001-421.0000.67100	997.86
		9084612994	PD Fleet - Band Saw Kit Credit	001-421.0000.67100	-426.95
		9079311552	PD Fleet - Fish Tape Hook	001-421.0000.67100	18.69
VEN09941	Jacque Panza				
APMWB	Check	040524	Chaplain Stipend - March 1 Week	001-421.0000.62370	25.00
VEN07726	Jon Dekeles				
APMWB	Check	040524	Chaplain Stipend - March 3 Weeks	001-421.0000.62370	75.00
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	5003954	PFPD1 SL-N-Hose	001-421.0000.67100	142.69
		5003942	PFPD1 SL-N-Connector Kit	001-421.0000.67100	39.30
K140	Kootenai Electric				
APMWB	Check	1588061 032824	Blossom Mtn Electric	001-421.0000.65021	469.90
L0195	Language Line Services				
APMWB	Electronic Funds Transf	11259737	Interpretation Services	001-421.0000.65030	33.90
VEN14850	Legacy Heating and Cooling				
APMWB	Check	19134204	PD Out-Building HVAC Maintenance	001-421.0000.68030	550.00
VEN14015	Midway Hyundai				
APMWB	Check	177067	PFPD136 Tire Servicing	001-421.0000.67170	219.40
		177178	PFPD 147 Tire Servicing	001-421.0000.67170	208.95
		177077	PFPD 135 Tire Servicing	001-421.0000.67170	219.40
VEN12699	Mike White Ford of Coeur d'Alene				
APMWB	Check	84900	PFPD135 Cover	001-421.0000.67100	76.92
		84868	PFPD135 Valve Assembly	001-421.0000.67100	58.47
N001	Napa Auto Parts				
APMWB	Check	3688-287296	PFPD1 Sway Bar Bushing	001-421.0000.67100	12.35
		3688-288817	PFPD118 Battery & Core Deposit	001-421.0000.67100	140.86
		3688-285970	PFPD60 Fuel Cap	001-421.0000.67100	15.97
		3688-287815	PFPD1 Oil Filter Gaskets	001-421.0000.67100	18.03
		3688-289049	PFPD115 Brake Pad & Rotors	001-421.0000.67100	237.14
		3688-289024	PFPD Stock Air Filter	001-421.0000.67100	13.33
		3688-286045	PFPD89 Hub Bearing	001-421.0000.67100	156.38
		3688-289342	PFPD104 Battery & Core Deposit	001-421.0000.67100	143.37
		3688-289355	PFPD150 Valves	001-421.0000.67100	15.54
		3688-287863	PFPD1 - Electrical Connector	001-421.0000.67100	39.47
		3688-287821	PFPDSTOCK Gear Lube	001-421.0000.67100	125.40
		3688-289025	PFPD Stock Air Filters	001-421.0000.67100	26.66
		3688-288800	PFPD115 Pigtail Sockets	001-421.0000.67100	42.22
		3688-289366	PFPD Stock Oil Filters	001-421.0000.67100	43.08
		3688-286120	PFPDSTOCK Steel Wheel Weight	001-421.0000.67100	47.33
		3688-288286	PFPD1 Spark Plugs	001-421.0000.67100	48.24
		3688-287819	PFPDSTOCK Terry Towels	001-421.0000.67100	65.36
		3688-287731	PFPD1 Water Pump	001-421.0000.67100	68.21
		3688-287888	PFPD1 Tensioner Assembly	001-421.0000.67100	93.23
		3688-285758	PFPD90 Sway Bar Links	001-421.0000.67100	100.40
		3688-288161	PFPDSTOCK THL24336ML	001-421.0000.67100	22.46
		3688-288806	PFPDSTOCK Wiper Blades & Valves	001-421.0000.67100	107.92
		3688-287753	PFPD1 Electrical Connector	001-421.0000.67100	39.47
		3688-285799	PFPD60 Thermostat	001-421.0000.67100	36.57
		3688-289009	PFPD Stock Premium Capsules	001-421.0000.67100	41.96
		3688-290679	Core Deposits - PFPD Vehicles	001-421.0000.67100	-126.00
		3688-288008	PFPD1 Gasket Set	001-421.0000.67100	136.07
		3688-288754	PFPD118 Battery & Core Deposit	001-421.0000.67100	140.86
		3688-288933	PD Stock Core Deposits	001-421.0000.67100	-290.28

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	3688-285912	PFPD60 Brake Hose	001-421.0000.67100	31.16
		3688-288262	PD Shop - Electrical Connector credit	001-421.0000.67100	-19.59
		3688-288811	PFPD168 Floor Liner	001-421.0000.67100	109.21
		3688-284929	Core Deposit	001-421.0000.67100	-18.00
V040	ODP Business Solutions				
APMWB	Check	362068319001	Office Supplies-Police	001-421.0000.63060	467.60
		363752819001		001-421.0000.66042	196.91
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	51026	Applicant PEP Testing	001-421.0000.62040	150.00
P4384	Proforce Law Enforcement				
APMWB	Check	546221	Patrol Weapon Parts and LL Shotguns	001-421.0000.63500	1,768.16
		543331	S&W Mags	001-421.0000.67020	64.44
		546418	Taser Holsters	001-421.0000.67020	595.98
		545241	Body Armor 2024	001-421.4000.72010	19,643.26
VEN14817	Public Safety Psychological Services				
APMWB	Check	4465	Applicant Psych Evals	001-421.0000.62040	960.00
VEN14880	Public Safety Testing, Inc				
APMWB	Check	2024-344	Jan - Mar 2024 Test Portal Subscription	001-421.0000.62040	675.00
S275	Solar Eclipse				
APMWB	Check	51486	PFPD 143 Windshield Replacement	001-421.0000.67170	549.00
VEN12205	SpectraSite Communications, LLC				
APMWB	Check	4526624	Herborn Tower Rental	001-421.0000.62040	653.22
VEN14751	Tetiri, LLC				
APMWB	Check	40	Substation Rent	001-421.0000.62040	1,480.50
		41		001-421.0000.62040	1,480.50
VEN14902	The Bunker Tri-Cities LLC				
APMWB	Check	INV-5644	New Hire Uniform - Sjolie	001-421.4000.72000	906.08
		INV-5666	New Hire Uniform - Brabender	001-421.4000.72000	546.58
		INV-5661	Jumpsuits - Harrison & Harmon	001-421.4000.72000	1,155.10
T118	TPI Embroidery				
APMWB	Check	11104	PD Uniform Embroidery	001-421.4000.72000	62.56
VEN07714	Uniforms2gear, Inc				
APMWB	Electronic Funds Transf	INV/2024/04/0997	PD Uniforms	001-421.4000.72000	90.84
		INV/2024/04/0721	Sergeant Badge	001-421.4000.72000	142.93
W180	Western States Equipment				
APMWB	Check	IN002720598	PD Generator Troubleshoot	001-421.0000.68050	400.40
VEN14328	ZaccWorks				
APMWB	Check	2024-0420B	Monthly Server Maintenance	001-421.0000.66043	135.00
		2024-0420A	Monthly Website Maintenance	001-421.0000.66043	125.00
VEN03255	Ziply Fiber				
APMWB	Check	208-197-1263-0426	PD Internet	001-421.0000.65030	616.00
		208-197-1699-0602		001-421.0000.65030	300.00
		208-777-7569-0714	PD Wifi	001-421.0000.65030	77.72
		208-773-6415-0613	PD Elevator Line	001-421.0000.65030	50.04
		208-710-0197-1010	Substation Space Rent	001-421.0000.65030	163.50
		208-197-0075-0408	PD Phones	001-421.0000.65030	1,147.53
Dept 421 Total:					59,944.03
Dept: 423 Oasis					
A254	Allegra Print & Imaging				
APMWB	Electronic Funds Transf	206804	VSU Brochures	001-423.1151.68400	305.50
VEN14036	Amendola Doty & Brumley				
APMWB	Check	23PF17658	VSU Professional Services	001-423.1153.68400	1,495.00
V040	ODP Business Solutions				
APMWB	Check	359275492001	Office Supplies-PD	001-423.1153.68400	165.38
		363573700001	Replacement Post Its from PO06768	001-423.1153.68400	5.46
		363572764001	Refund on Post its that were not delivered	001-423.1153.68400	-5.46
		359275492001	Office Supplies-PD	001-423.1153.68400	17.63
		359280168001		001-423.1153.68400	7.62
VEN02102	Stevens, Randi M.				
APMWB	Electronic Funds Transf	902	Feb VSU Group Counseling	001-423.1153.68400	815.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transf	901	Jan24 VSU Client Services	001-423.1153.68400	652.00
		903	Mar VSU Group Counseling	001-423.1153.68400	489.00
Dept 423 Total:					3,947.13
Dept: 424 Legal					
V040	ODP Business Solutions				
APMWB	Check	361997460001	Office Supplies-Legal	001-424.0000.63040	117.49
VEN14845	Smith & Malek, PLLC				
APMWB	Check	49587	GVD Partners. LP Hwy 41 Borrow Pit	001-424.0000.62040	18,932.00
Dept 424 Total:					19,049.49
Dept: 427 Animal Control					
VEN14369	Better Together Animal Alliance				
APMWB	Check	PF39	Animal Shelter Health Certificates	001-427.0000.63000	100.00
C220	Coleman Oil Co				
APMWB	Check	CP-0106070	PD Fuel	001-427.0000.64030	234.31
		CP-0113745		001-427.0000.64030	271.46
F070	Fire Safety Specialists				
APMWB	Check	26557	Animal Shelter Annual Maintenance	001-427.0000.68010	125.55
Dept 427 Total:					731.32
Dept: 431 Streets					
VEN03792	Arrow Concrete & Asphalt				
APMWB	Check	395723	Crack Seal 2024	001-431.0000.68110	9,997.02
A497	Arrow Construction Supply, Inc				
APMWB	Check	395627	Xylene	001-431.0000.63260	42.94
		396723	Crafco detack - 5 gal	001-431.0000.68090	286.29
		396812	Spray Tips	001-431.0000.68090	9.87
VEN05261	CDA PAVING				
APMWB	Check	93919	Dumping-Concrete w/rebar/Mixed	001-431.0000.68130	60.50
		93155	Crushed base & Concrete dumping	001-431.0000.68130	355.68
C210	City of Post Falls				
APMWB	Check	INV0147963	City Utilities 04/24	001-431.0000.65004	369.71
I070	Idaho Asphalt Supply, Inc.				
APMWB	Check	4-565554	2024 Durapatcher Oil CRS-2	001-431.0000.68090	533.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	953633	5/8" Top Course	001-431.0000.68010	218.64
K100	Kootenai County Solid Waste				
APMWB	Check	10-30289/90-66407	General Refuse	001-431.0000.68110	7.80
		10-32216/09-65763	Wood Waste In	001-431.0000.68150	10.80
		10-32216/09-67854	General Refuse	001-431.0000.68150	18.85
L060	Les Schwab Central Billing Dep				
APMWB	Check	10500986505	Industrial Tubing - CrackJet	001-431.0000.68090	9.89
VEN14930	National Safety Inc				
APMWB	Check	0720950-IN	Tinted Safety Glasses	001-431.0000.63110	36.00
		0722503-DM	Uniform Expense - corrected pricing	001-431.4000.72000	26.50
		0722502-CM	Credit of inv# 0721815-IN	001-431.4000.72000	-119.40
		0722503-DM	Uniform Expense - corrected pricing	001-431.4000.72000	53.00
		0722148-IN	Uniform shirt - Justin Robison	001-431.4000.72000	40.51
		0721414-IN	Uniform items	001-431.4000.72000	178.50
		0721815-IN	Uniform Expense	001-431.4000.72000	119.40
N210	Northland Nursery				
APMWB	Electronic Funds Transf	220000045895	Fertilizer for Garden	001-431.0000.68010	48.00
P27001	Pineview Horticultural Service				
APMWB	Check	28683	Eco-turf+ Annual Ryegrass	001-431.0000.68130	165.00
P410	Post Falls Highway District				
APMWB	Check	1961	March 2024 Mag Usage	001-431.0000.68080	11,688.65
P230	Post Falls Press/CDA Press				
APMWB	Check	0000021482	Classified ad - Prequals for 2024 Chip Seal	001-431.0000.62000	213.92
R1913	Rockhound Landscape Supply				
APMWB	Check	03.12.2024	4 yards top soil	001-431.0000.68150	116.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	04.12.2024	1 yard 3/4 RRR for City Hall	001-431.0000.68150	116.00
		04.25.2024	4 yards Top Soil	001-431.0000.68150	116.00
VEN02884	Rodda Paint				
APMWB	Check	45244644	2024 Paint & Beads	001-431.0000.68100	6,800.00
R251	Serights Ace Hardware				
APMWB	Check	353824/1	Dual Temp HeatGun	001-431.0000.63260	28.79
		354366/1	Joint knife	001-431.0000.63260	13.30
		354326/1	Torch Head	001-431.0000.67090	53.99
		353962/1	supplies for emptying oil tote	001-431.0000.68010	52.62
		354351/1	propane	001-431.0000.68090	13.92
		354296/1	Ball Valve, tubing, bushing	001-431.0000.68090	37.76
		354474/1 inv	Propane - correct pricing	001-431.0000.68090	21.75
		354473/1	Propane	001-431.0000.68090	217.50
		354474/1 CM	Propane - price adjustment	001-431.0000.68090	-217.50
		353916/1	Premix concrete	001-431.0000.68130	319.39
		354328/1	Wd40 nitrile gloves	001-431.0000.68130	41.36
		353978/1	hose cap & plug	001-431.0000.68130	6.37
		353966/1	Hose Barbs & spray paint	001-431.0000.68150	20.85
		354133/1	WD40 & lubricant	001-431.0000.68150	22.11
		353973/1	Concrete Screws	001-431.0000.68150	42.99
		354194/1	Marking paint	001-431.0000.68150	230.32
T090	Thorco, Inc.				
APMWB	Check	1795274	Repair of Illuminated Sign - Greensferry/Mull	001-431.0000.68140	1,930.60
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354110-020	Spokane Street Rehab Welch Invoice March	001-431.1811.95040	4,786.16
Z026	Ziegler Lumber Co #017				
APMWB	Check	664725	4x8x23/32 treated CDX CAC	001-431.0000.68150	62.95
Dept 431 Total:					39,204.30
Dept: 433 Facility Maintenance					
C320	Comfort Heating & Air, Inc.				
APMWB	Check	32912516	Gas oder inspection	001-433.0000.68030	189.00
VEN10085	Pure Filtration Products, Inc				
APMWB	Check	88558	air filters HVAC	001-433.0000.68030	1,086.00
		88734		001-433.0000.68030	364.32
R251	Serights Ace Hardware				
APMWB	Check	353895.1	cleaning supplies	001-433.0000.63150	17.98
T118	TPI Embroidery				
APMWB	Check	11088	Maintenance uniforms	001-433.4000.72000	468.37
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	521809	paper supplies CH & PD	001-433.0000.63140	492.25
		522058		001-433.0000.63140	375.73
		522059	cleaning supplies	001-433.0000.63150	334.29
		522140		001-433.0000.63150	126.75
		521810	Cleaning supplis CH & PD	001-433.0000.63150	159.67
Dept 433 Total:					3,614.36
Dept: 434 Fleet Maintenance					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	95553	Return lines for oil tank	001-434.0000.68010	141.12
B250	Brown Bearing Company, Inc.				
APMWB	Check	9503681076	Oil Seals - C602	001-434.0000.63012	53.59
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4190216079	Fleet Laundry & Rug Service	001-434.0000.63160	80.43
		4189494956	Fleet Uniform laundry & rug service	001-434.0000.63160	80.43
		4188785484	Fleet Laundry & Rug Service	001-434.0000.63160	81.45
		4189494956	Fleet Uniform laundry & rug service	001-434.4000.72000	70.00
C3818	Cooper Fabrication, Inc.				
APMWB	Check	27668	Repair Lock Ears on Deicer Skid - S225	001-434.0000.67170	850.00
VEN03826	FMI Equipment				
APMWB	Check	SPK-104112	50 hour service - P311	001-434.0000.67170	1,271.99

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
VEN01683	Goodyear Tire & Rubber Company				
APMWB	Check	197-1153382	Service call-Flat Repair - Loader 1	001-434.0000.67210	292.89
VEN01931	Kimball Midwest				
APMWB	Check	102095793	Lubricant	001-434.0000.63011	119.52
		102095759		001-434.0000.63011	232.08
		102117650	Product returned - inv# 102095793	001-434.0000.63011	-119.52
N001	Napa Auto Parts				
APMWB	Check	7439-007392	Marker Paint	001-434.0000.63011	7.30
		3688-288085	Battery cable caps - S221	001-434.0000.63011	2.84
		3688-289041	Air Filter - Honda Mower	001-434.0000.63012	23.11
		3688-289985	Battery - UF400	001-434.0000.63012	179.32
		2688-288188	LED Trailer Lamp - C602	001-434.0000.63012	107.97
		3688-289053	Trailer Jack - P602	001-434.0000.63012	95.46
		3688-288234	LED light kit - C602	001-434.0000.63012	62.36
		3688-290111	Fuses	001-434.0000.63012	6.80
		3688-287680	Air Filters - Stock	001-434.0000.63013	17.77
		3688-289891	Punch Pin Set	001-434.0000.67090	7.23
		3688-286655	Compressor Maintenance Kit	001-434.0000.67090	145.32
		3688-287834	Engine spray paint	001-434.0000.67090	11.53
C1170	Norfolk Iron & Metal Co				
APMWB	Electronic Funds Transf	22211163	Carbon Scrap	001-434.0000.63011	15.75
P1001	Pape Machinery				
APMWB	Check	15170350	Shanks & Wear Plate for Box Scraper	001-434.0000.63011	2,879.05
		15209218	Filters - S348	001-434.0000.63011	662.33
R251	Serights Ace Hardware				
APMWB	Check	353942/1	Chain links	001-434.0000.67090	29.27
		354123/1	ball valve - Fleet Oil Tank	001-434.0000.68010	50.38
VEN02288	Superior Fluid Power Inc				
APMWB	Check	20253	Snow Plow Cylinder repair	001-434.0000.67170	918.92
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240102476-00	Square Tubing	001-434.0000.63011	43.74
		240101260-00	Fuse assortment	001-434.0000.63011	36.40
				001-434.0000.63012	36.41
				001-434.0000.63013	31.21
		240102410-00	Hole Saw Kit & brass fittings	001-434.0000.67020	38.25
				001-434.0000.67090	113.43
VEN13040	Turf Star Western				
APMWB	Check	INV010033	Belt and Rubber fingers for turf sweeper C42001	001-434.0000.63012	392.32
Dept 434 Total:					9,068.45
Dept: 442 Cemetery					
C210	City of Post Falls				
APMWB	Check	INV0147963	City Utilities 04/24	001-442.0000.65004	95.52
VEN14922	Deborah Geist				
APMWB	Check	INV0147920	Cemetery Plot Buy Back	001-442.1670.33307	900.00
VEN03826	FMI Equipment				
APMWB	Check	INV0147932	Scag Mower	001-442.0000.91200	8,307.00
VEN14936	Leta F. Thomas				
APMWB	Check	04/26/24	Cemetery Buy Back	001-442.1670.33307	200.00
VEN12223	SRS Computing, INC.				
APMWB	Check	INV0147962	SRS Annual	001-442.0000.62040	1,870.50
VEN07745	Wilbert Funeral Services				
APMWB	Check	mm07624	Holley	001-442.0000.63760	249.00
		mm07622	Westphal	001-442.0000.63760	296.00
		mm07620	Sankey	001-442.0000.63760	321.00
		mm07623	Gardner	001-442.0000.63760	779.00
		mm07621	Greer	001-442.0000.63760	422.00
W230	Wilbert Precast Inc.				
APMWB	Check	INV0147952	Grave boxes	001-442.0000.63420	3,660.00
Dept 442 Total:					17,100.02

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 443 Parks					
A365	American On-Site Services				
APMWB	Check	I21687	Kiwanis Portable	001-443.0000.65050	42.00
		I21688	Crown Pointe Portable	001-443.0000.65050	31.20
		I21644	Sportsman's Portable Restrooms	001-443.0000.65050	340.00
		I21690	Q'emiln Portables	001-443.0000.65050	146.40
		I18374	Woodbridge Portable	001-443.0000.65050	88.87
		I18430	Tennis Courts Portable Restroom	001-443.0000.65050	73.66
		I21691	White Pine Portable	001-443.0000.65050	31.20
A497	Arrow Construction Supply, Inc				
APMWB	Check	397075	Rakes for Gravel/Sand	001-443.0000.67090	214.26
B120	Big Country Communications				
APMWB	Check	21885	Radio Install in P126	001-443.0000.62180	980.60
		21796	Install radio in a truck	001-443.0000.62180	903.70
		21794	Install radio in P116	001-443.0000.62180	556.60
		21841-CM	Paid with Ck 96098 and also CC Visa 00244	001-443.0000.62180	-1,005.65
VEN10155	Bill's Heating Air Appliance Repair, LLC				
APMWB	Check	27261778	Furnance repair	001-443.1658.62330	250.00
VEN05261	CDA PAVING				
APMWB	Check	93462	Earthfill dumping Woodbridge Project	001-443.0000.94180	283.75
		93679	Gravel for Woodbridge Project	001-443.0000.94180	213.91
		93403	Earthfill dumping for Woodbridge Project	001-443.0000.94180	337.00
		93402	Concrete Dumping Woodbridge Project	001-443.0000.94180	25.00
		93576	Gravel for Woodbridge Project	001-443.0000.94180	141.86
		93522		001-443.0000.94180	1,346.98
		93463		001-443.0000.94180	139.17
		93734	Concrete Disposal for Woodbridge Project	001-443.0000.94180	103.40
C180	Central Pre Mix Concrete				
APMWB	Check	3757448	Rebar for Woodbridge Project	001-443.0000.94180	509.74
C210	City of Post Falls				
APMWB	Check	INV0147963	City Utilities 04/24	001-443.0000.65004	966.06
				001-443.0000.68230	9.26
C291	Coeur d' Alene Press				
APMWB	Check	25366-0000021043	Community Garden Bid	001-443.0000.62000	238.40
VEN04268	Coeur d'Alene Garbage Service				
APMWB	Check	2375391	Dumpsters for Q'emiln	001-443.0000.65050	235.96
C360	Consolidated Supply Co.				
APMWB	Electronic Funds Transf	S011844063.001	Plumbing Parts	001-443.0000.68250	160.87
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	13306	Reprogram Beck Restroom Locks	001-443.0000.62180	275.00
		13248	Keys for Parks	001-443.0000.67030	22.22
F020	Fastenal Company				
APMWB	Check	IDCOE198301	Ladder Attachment	001-443.0000.67090	88.49
VEN03826	FMI Equipment				
APMWB	Check	1009806	Blades for the Scag Mowers	001-443.0000.66190	368.28
G098	Grainger				
APMWB	Check	9081710916	First Aid Kit for Truck	001-443.0000.63110	42.63
H002	H & E Equipment Services Inc				
APMWB	Check	99335307	Pins for Telehandler	001-443.0000.66190	226.70
		99323671	Excavator Rental	001-443.0000.67020	1,233.75
H003	H.D. Fowler Company				
APMWB	Check	I6664383	Drainfield Fabric for Woodbridge Project	001-443.0000.94180	342.86
H1957	Horizon				
APMWB	Electronic Funds Transf	2S292722	Controller Swap Out	001-443.0000.68230	560.88
I340	Interstate Concrete & Asphalt				
APMWB	Check	957535	5/8" Top Course for Woodbridge Project	001-443.0000.94180	683.68
VEN02005	Matheus Lumber Company				
APMWB	Check	67694013	Lumber for Portable Restroom Cover-Tennis	001-443.0000.68160	141.12
N001	Napa Auto Parts				
APMWB	Check	3688-289519	Trailer Adapter	001-443.0000.66190	13.22
		286295	Fuel Filter for Small Equipment	001-443.0000.66190	4.44

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check			3688-290099	Battery for Parks	001-443.0000.66190	132.29
VEN11519	Northwest Specialty Hospital						
APMWB	Check			4042024	DOT physical Heiderman	001-443.0000.64020	110.00
VEN14579	Planet Turf						
APMWB	Check			3007316	Field Paint	001-443.0000.68240	529.50
R1913	Rockhound Landscape Supply						
APMWB	Check			04.15.24B	Clean Landscape- Woodbridge Project	001-443.0000.94180	80.00
				04.15.24A	Clean Landscape - Woodbridge Project	001-443.0000.94180	80.00
R251	Serights Ace Hardware						
APMWB	Check			354376/1	Stops & Cable for P611	001-443.0000.66190	15.48
				354291/1	Hardware for South Side	001-443.0000.67030	19.60
				353721/1	Sand Paper for Picnic Tables	001-443.0000.67030	17.98
				353829/1	Clamp for North Side	001-443.0000.67030	9.69
				353794/1	switch plate for trailhead	001-443.0000.67030	1.25
				353866/1	Woodbridge Footing Wire	001-443.0000.94180	53.96
				354107/1	Irrigation parts for Woodbridge Project	001-443.0000.94180	37.54
A565	SiteOne Landscape Supply, LLC						
APMWB	Check			140677744-001	Irrigation Parts - Water Tower Parking lot	001-443.0000.68230	109.24
VEN06709	Specialty Environmental						
APMWB	Check			894064	Cecil House Asbesto Sampling	001-443.0000.62180	2,410.00
U0010	ULINE						
APMWB	Check			176551561	Flammable Storage Cabinet	001-443.0000.81505	1,500.86
U040	United Electrical						
APMWB	Check			22635	Install Wall Pack Fixtures in Lean-to	001-443.0000.94180	1,954.00
W0226	Walter E Nelson Co						
APMWB	Electronic Funds Transf			522799	Cleaning Supplies	001-443.0000.63150	575.17
W180	Western States Equipment						
APMWB	Check			CM00166568	Credit on Trash Pump	001-443.1658.62330	-228.12
				IN002741693	Trash Rental for Falls Pond	001-443.1658.62330	456.23
VEN03968	Wilbur-Ellis Company - Spokane						
APMWB	Check			16342592	Herbicides for Parks	001-443.0000.68220	1,118.50
Dept 443 Total:							20,350.64
Dept: 445 Recreation							
VEN04229	BSN Sports						
APMWB	Check			925433359	Bow Strings for Archery	001-445.0000.63080	33.00
C175	Century Publishing Co, Inc.						
APMWB	Check			INV0147950	Spring Guide Printing	001-445.0000.63210	5,245.79
VEN01020	Cindy Jacobs						
APMWB	Check			4/12/24	March Contractual Services	001-445.0000.62040	88.20
				04/25/24	Payment for contractual services	001-445.0000.62040	142.80
				04/12/24	February Contractual Services	001-445.0000.62040	115.50
N2332	Collins, Tom						
APMWB	Check			04/25/24	Payment for Contractual Services	001-445.0000.62040	233.80
				4/12/24	March Contractual Servises	001-445.0000.62040	373.80
				04/12/24	February contractual services	001-445.0000.62040	253.40
C410	Country Lock & Key, Inc.						
APMWB	Electronic Funds Transf			13248a	Storage Keys at Woodbridge	001-445.0000.67030	22.22
N499	National Recreation & Park Association						
APMWB	Check			04/24/24	Package Membership	001-445.0000.62060	1,200.00
				30108211	Exam Packets	001-445.0000.64020	1,050.00
V040	ODP Business Solutions						
APMWB	Check			362366701001	Office supplies-Recreation	001-445.0000.63060	2.69
				362366269001		001-445.0000.63060	20.92
				362366701001		001-445.0000.63060	29.24
P220	Post Falls Area Chamber of						
APMWB	Check			INV0147943	Advertising	001-445.0000.62000	1,500.00
R097	Rebecca Powell						
APMWB	Check			04/23/24	Summer Guide Layout	001-445.0000.63210	1,145.00
S050	Saturday Night Inc.						
APMWB	Electronic Funds Transf			INV0147923	Youth Soccer T-shirts	001-445.0000.63430	1,522.10

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transfr	105735	Youth football shorts	001-445.0000.63430	1,465.14
		105775	Volleyball League T-shirts	001-445.0000.63430	1,303.50
		105759	Youth Soccer Shirts	001-445.0000.63430	842.40
		03.26.24	Youth Soccer T-shirts	001-445.0000.63430	899.40
		105736	Youth Football Jerseys	001-445.0000.63430	208.80
		105762	Youth Soccer T-shirts	001-445.0000.63430	582.60
Dept 445 Total:					18,280.30
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000021784-04162	(Public Notice Publication Our Next Venture 2001-451.0000.62000		310.58
		0000022068-04232	(Public Notice Publication Title 18/18A TA-24 001-451.0000.62000		61.13
		0000022061-04232	(Public Notice Publication MVBC ANNEX-23-6 001-451.0000.62000		274.71
		0000022067-04232	(Public Notice Publication Tiny Homes TA-23-001-451.0000.62000		58.82
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfr	AR321068	Contract Charges for V9735700465 Fin. 2nd 001-451.1901.66140		5.70
		AR321069	Contract Charges for G736M660937-HR Coꝑ 001-451.1901.66140		14.39
Dept 451 Total:					725.33
Dept: 452 Building Inspector					
VEN07316	BC Engineers Inc				
APMWB	Check	09952	Hyatt structural plan check Inv 09952	001-452.0000.62040	7,518.75
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfr	AR321068	Contract Charges for V9735700465 Fin. 2nd 001-452.1901.66140		5.70
		AR321069	Contract Charges for G736M660937-HR Coꝑ 001-452.1901.66140		14.38
Dept 452 Total:					7,538.83
Dept: 453 Engineering					
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transfr	AR321068	Contract Charges for V9735700465 Fin. 2nd 001-453.1901.66140		5.71
		AR321069	Contract Charges for G736M660937-HR Coꝑ 001-453.1901.66140		14.38
Dept 453 Total:					20.09
Dept: 481 Capital Improvements/Contracts					
VEN11604	Air Commander Test & Balance, LLC				
APMWB	Check	24-024-1	VAV terminal units recalibrations	001-481.0000.68395	2,225.00
A017	A-Tec, Inc.				
APMWB	Check	6233	A-Tec Animal Control Cameras	001-481.0000.68395	2,391.45
C210	City of Post Falls				
APMWB	Check	INV0147963	City Utilities 04/24	001-481.0000.68390	213.49
S55000	Division of Occupational and Professional Licenses				
APMWB	Check	H001750-2024	Annual elevator license	001-481.0000.68060	125.00
VEN14850	Legacy Heating and Cooling				
APMWB	Check	19238000	Heating valve replacements	001-481.0000.68395	2,160.00
Dept 481 Total:					7,114.94
Fund 001 Total:					227,292.43
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN04994	Gallagher Benefit Services Inc.				
APMWB	Electronic Funds Transfr	310410	April 2024 Benefits Consulting	003-482.0000.62040	2,500.00
Dept 482 Total:					2,500.00
Fund 003 Total:					2,500.00
Fund: 007 - DRUG SEIZURE PROGRAM					
Balance Sheet Accounts					
VEN06027	Kootenai County Prosecutor				
APMWB	Check	24PF02896	Payment Request - Evidence Release	007-20020	509.88

Packet: APPKT12850 - Check Run 05.01.24

Check Date: 5/1/2024

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 425 Drug Seizure Program					
VEN10854	Cellebrite Inc.				
APMWB	Electronic Funds Transfr	INVUS268096	Class Registration - Jason Cope	007-425.0000.64020	2,200.00
K08222	Kootenai Animal Hospital				
APMWB	Check	887994634	K9 Donna Vaccines	007-425.0000.62040	117.32
Dept 425 Total:					2,317.32
Fund 007 Total:					2,827.20

Fund: 008 - 911 SUPPORT

Dept: 426 911 Support					
VEN09806	Calero Software, LLC				
APMWB	Check	INV031913	Verasmart Call Acct software upgrade for dis	008-426.0000.66170	1,800.00
D053	Day Management Corporation				
APMWB	Check	INV818785	Technician Labor rapair 820C link to Rathdr	008-426.0000.67280	1,610.00
G116	Graybar Elecric Company, Inc.				
APMWB	Check	9336563845	Dispatch Cables	008-426.0000.67020	454.72
		9336858460	Dispatch Vent Shelves	008-426.0000.67020	290.26
		9336584699	Dispatch Cables Credit	008-426.0000.67020	-454.72
		9336817248	Dispatch Server Shelves	008-426.0000.67020	543.60
VEN14885	Intrado Life & Safety Solutions Corporation				
APMWB	Check	5056747A	911 Regional Upgrade Project Milestone 1 p	008-426.0000.92090	463,041.31
M2005	Motorola Solutions				
APMWB	Electronic Funds Transfr	8281831130	Portable Radio Parts	008-426.0000.67020	1,374.40
		1187118121	Dispatch Consoles service agreement	008-426.0000.67040	92,817.00
Dept 426 Total:					561,476.57
Fund 008 Total:					561,476.57

Fund: 029 - CEMETERY CAPITAL IMPROVEMENT

Dept: 442 Cemetery					
VEN14922	Deborah Geist				
APMWB	Check	INV0147920	Cemetery Plot Buy Back	029-442.1670.39315	900.00
VEN14936	Leta F. Thomas				
APMWB	Check	04/26/24	Cemetery Buy Back	029-442.1670.39315	200.00
Dept 442 Total:					1,100.00
Fund 029 Total:					1,100.00

Fund: 037 - STREETS IMPACT FEES

Dept: 431 Streets					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0172077	Transportation Master Plan	037-431.0000.80290	9,347.00
Dept 431 Total:					9,347.00
Fund 037 Total:					9,347.00

Fund: 038 - PARKS IMPACT FEES

Dept: 443 Parks					
VEN13635	Big Sky ID, Corp				
APMWB	Check	INV0147915	Black Bay Installment	038-443.0000.94070	501,936.11
		INV0147921	Tullamore Irrigation Well	038-443.0000.94230	23,591.35
VEN14942	Discreet Drilling LLC				
APMWB	Check	1069	Black Bay Park Boring and Installation.	038-443.0000.94070	4,900.00
Dept 443 Total:					530,427.46
Fund 038 Total:					530,427.46

Fund: 650 - RECLAIMED WATER OPERATING

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 463 Wastewater Operating							
A090	Accurate Testing Labs LLC						
APMWB	Check			137810	Biosolids	650-463.0000.68360	135.00
				137750	April Monthly Comps	650-463.0000.68360	1,400.00
				137725		650-463.0000.68360	1,000.00
				137673		650-463.0000.68360	1,000.00
A1395	Advanced Compressor & Hose Inc						
APMWB	Check			95458	Fire Adapter	650-463.0000.68025	417.53
				95449	WWTP Supplies	650-463.0000.68025	128.80
				95523	NYLON J844 3/8' BLACK 500' & GAUGE 21	650-463.0000.68025	197.02
				95557	Fire Hose 50'	650-463.0000.68025	292.70
VEN03129	Barr Tech LLC						
APMWB	Check			9495	Bio Solids Disposal March 2024 25 Loads	650-463.0000.62150	61,795.27
VEN14736	Cintas Corporation No. 3						
APMWB	Check			4188785716	Waste Water Uniforms	650-463.4000.72000	167.94
				4189495502	WW Uniforms	650-463.4000.72000	397.84
C210	City of Post Falls						
APMWB	Check			INV0147963	City Utilities 04/24	650-463.0000.65080	136.92
C18750	CityServiceValcon, LLC						
APMWB	Check			0745177	Mobil SHC 629 - 5Ga Pail	650-463.0000.68025	793.07
C0790	Cobalt Truck Equipment						
APMWB	Check			SS23690	Service truck welder	650-463.0000.90010	9,401.25
G098	Grainger						
APMWB	Check			9079634219	GP MOTOR, 1 HP, 1,745 RPM	650-463.0000.68025	394.20
				9080483093	NOZZLE GASKET, FIRE HOSE ADAPTER	650-463.0000.68025	83.38
				9080819544	ADAPTER PIN LUG, 2-1/2", FNSTX1-1/2"	650-463.0000.68025	77.64
				9085784958	PRESSURE TRANSMITTER	650-463.0000.68025	793.68
H1957	Horizon						
APMWB	Electronic Funds Transf			2S204842	Irrigation Supplies	650-463.0000.68010	425.61
I2731	Inland Environmental Resources						
APMWB	Electronic Funds Transf			2024-5571	Mag delivery	650-463.0000.63008	5,210.40
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf			0172071	March 2024 Biosolids Hopper Consulting	650-463.3125.95520	1,638.00
N001	Napa Auto Parts						
APMWB	Check			3688-282266	Notch V-Belt	650-463.0000.68025	80.04
V040	ODP Business Solutions						
APMWB	Check			361473628001	Office Supplies-Water/WW	650-463.0000.63060	89.80
O040	Overhead Door Company						
APMWB	Check			554513	Work on WWTP Garage Door	650-463.0000.68025	764.55
R251	Serights Ace Hardware						
APMWB	Check			354170/1	Shop Supplies	650-463.0000.68025	256.91
S390	Spokane House of Hose Inc.						
APMWB	Check			1056180	CAMLOK AL; 6" MCAM	650-463.0000.68025	265.07
U1006	Univar Solutions USA, LLC						
APMWB	Check			52034779	Poly Order 4/10/24	650-463.0000.63480	8,135.20
Dept 463 Total:							95,477.82
Dept: 466 Wastewater - Collections							
VEN14736	Cintas Corporation No. 3						
APMWB	Check			4188785716	Waste Water Uniforms	650-466.4000.72000	167.94
				4189495502	WW Uniforms	650-466.4000.72000	397.84
C210	City of Post Falls						
APMWB	Check			INV0147963	City Utilities 04/24	650-466.0000.65080	12.82
C3090	Columbia Electric Supply						
APMWB	Check			1120-1016149	115V I/O MODULE	650-466.0000.68021	355.25
H215	Core & Main LP						
APMWB	Check			U627601	4th st Check valve replacement	650-466.3104.68400	9,276.59
VEN11676	Keller Associates, Inc						
APMWB	Check			0241004	12th Ave Diversion Study	650-466.0000.62040	1,000.00
VEN03517	Kenworth Sales Company						
APMWB	Check			02405W4558	Vactor- heat exchanger	650-466.0000.67170	2,829.94

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
N001	Napa Auto Parts				
APMWB	Check	3688-288191	Hydraulic Oil	650-466.0000.63330	20.90
VEN13163	Wapiti Consulting, LLC				
APMWB	Electronic Funds Transfr	446 449	EQ Basin Flow Control Valve Programming 4th st. VFD purchase and install	650-466.0000.62040 650-466.3104.68400	480.00 8,154.40
W095	Welding Fabrication Services				
APMWB	Check	24841	MILL SQUARE HOLE .830X.830	650-466.0000.68021	385.00
W2066	Whitney Equipment Co. Inc.				
APMWB	Check	PS-INV108453	Idaline pump replacement	650-466.3104.68400	63,671.85
Dept 466 Total:					86,752.53
Dept: 468 Wastewater - Surface Water					
C210	City of Post Falls				
APMWB	Check	INV0147963	City Utilities 04/24	650-468.0000.65081	41.18
R1913	Rockhound Landscape Supply				
APMWB	Check	3.29.2024	1 yrd Top Soil	650-468.0000.68380	29.00
R251	Serights Ace Hardware				
APMWB	Check	354049/1 354076/1	PIPE WRENCH 14" Irrigation Supplies	650-468.0000.67090 650-468.0000.68380	95.38 69.03
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfr	41354170-003	March Consulting for 6th Ave Stormwater	650-468.3238.95520	4,085.53
Z026	Ziegler Lumber Co #017				
APMWB	Check	659944	8" x 8" Treated Wood	650-468.0000.68380	27.20
Dept 468 Total:					4,347.32
Fund 650 Total:					186,577.67
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transfr	0172069 0172072	March 2024 Facility Plan Consulting Tertiary Upgrade JUB Invoice March 2024	651-463.3209.95500 651-463.3213.90015	9,525.50 115,827.56
VEN14291	Sletten Construction Company				
APMWB	Electronic Funds Transfr	Pay App #41	Tertiary Upgrade Sletten Pay App. #41 Marci	651-463.3213.90015	406,161.24
Dept 463 Total:					531,514.30
Fund 651 Total:					531,514.30
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
VEN14808	Ardurra Group, Inc				
APMWB	Electronic Funds Transfr	200143-46 210583-26	Ponderosa LS Ardurra Invoice Feb & March Bentley LS Ardurra Invoice March 2024	652-463.3214.95520 652-463.3230.95520	667.50 1,619.14
VEN11676	Keller Associates, Inc				
APMWB	Check	0240892	12th Ave FM Keller Invoice March 2024	652-463.3228.95520	4,917.00
S580	Strata				
APMWB	Check	CD240063-IN	Corbin LS Strata Invoice March 2024	652-463.3234.95520	5,857.50
VEN14614	Strider Construction Co, Inc				
APMWB	Electronic Funds Transfr	Ponderosa Pay App	Ponderosa LS FINAL Strider Pay App #14	652-463.3214.95520	194,626.60
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transfr	41354160-02 41354120-023	Guy Road LS Abandonment Welch Invoice M Corbin LS Welch Comer Invoice March 2024	652-463.3232.95520 652-463.3234.95520	550.00 19,251.99
Dept 463 Total:					227,489.73
Fund 652 Total:					227,489.73
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
C2150	City of Spokane				
APMWB	Check	111897300	Evidence Drug Burn	700-461.0000.65050	89.51
K100	Kootenai County Solid Waste				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check			10-30289/09-76675	Deep Can Refuse	700-461.0000.65050	9.10
				10-30289 09-72277	General Refuse	700-461.0000.65050	26.00
				10-30289/09-65270	Yard waste	700-461.0000.65050	39.65
				10-30289/09-76575	Deep Can Refuse	700-461.0000.65050	53.30
Dept 461 Total:							217.56
Fund 700 Total:							217.56

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

VEN14786	A M Construction Supply, Inc						
APMWB	Check		3092	Grinding Cutting Wheel	750-462.0000.63280		129.99
A090	Accurate Testing Labs LLC						
APMWB	Check		137794	Coliform Testing	750-462.0000.68360		150.00
			137820	Coliform Testing	750-462.0000.68360		150.00
C360	Consolidated Supply Co.						
APMWB	Electronic Funds Transf		S011579047.001	Armorcast Meter Box 12"x20	750-462.0000.63280		4,312.00
H215	Core & Main LP						
APMWB	Check		U612271	HWY 41 Bypass	750-462.0000.63280		11,779.53
			U645467	Gasket & Bolt, Nut Kits	750-462.0000.63280		207.36
VEN14782	Dawson's Plumbing LLC						
APMWB	Check		o-5531	WRF Admin 1 Plumbing Repair	750-462.0000.68010		185.00
H003	H.D. Fowler Company						
APMWB	Check		I6655326	CURB STOP W/STOP AND WASTE	750-462.0000.63280		1,319.52
			I6654262	2" MIP X PEP PACK JOINT	750-462.0000.63280		784.24
			I6655226	Water Meter Repair/Install Parts	750-462.0000.63280		1,882.04
			I6666473	DRESSER COUPLERS	750-462.0000.63280		772.56
			I6654261	2" Poly Pipe & 2" Stiffener	750-462.0000.63280		376.20
			I6655329	1-1/2" Angle Valve	750-462.0000.63280		316.58
I129	Idaho Rural Water Assoc.						
APMWB	Check		E5744	Water Treatment Cert Review - Jason W	750-462.0000.64020		329.00
VEN01373	Intermountain Sign & Safety						
APMWB	Check		18538	36" Right Lane Closed A head	750-462.0000.63110		135.00
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf		0171975	Well House #4 JUB Invoice March 2024	750-462.3227.95550		36,377.00
VEN09639	McHugh Bromley PLLC						
APMWB	Check		1000 4036	Water Rights Legal Suport fro March 2024	750-462.0000.62010		27.50
N001	Napa Auto Parts						
APMWB	Check		3688-287269	Shop Supplies	750-462.0000.63280		81.30
V040	ODP Business Solutions						
APMWB	Check		361473628001	Office Supplies-Water/WW	750-462.0000.63060		14.29
			362197991001	Office Supplies-Water	750-462.0000.63060		63.53
			361473628001	Office Supplies-Water/WW	750-462.0000.63060		10.39
VEN08557	Pollardwater						
APMWB	Check		0259255	Barrel Lock Key	750-462.0000.63280		200.07
R060	Ragan Equipment Co.						
APMWB	Check		01-140074	Starter Assy.	750-462.0000.63280		51.87
R251	Serights Ace Hardware						
APMWB	Check		354255/1	Repair Parts	750-462.0000.63280		23.36
			354343/1	Supplies for repair yard work. 405 Ridgewoo	750-462.0000.63280		45.87
			353950/1	Push Broom & Handle	750-462.0000.68010		59.35
S275	Solar Eclipse						
APMWB	Check		51507	Passanger Window for Truck # W116	750-462.0000.67170		239.00
VEN13988	Tacoma Screw Products, Inc						
APMWB	Check		240101876-00	Water Shop Supplies	750-462.0000.63280		255.64
Dept 462 Total:							60,278.19
Fund 750 Total:							60,278.19

Fund: 753 - WATER CAPITAL

Dept: 462 Water Operating

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14948	Century West Engineering Corp.				
APMWB	Check	247873	Consulting Services for DW Distribution Proj	753-462.3225.95500	13,036.60
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	172000	Well House 11 JUB Invoice March 2024	753-462.3224.95550	2,371.72
Dept 462 Total:					15,408.32
Fund 753 Total:					15,408.32
Report Total:					2,356,456.43



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	1,500.00
	001-412.0000.66014	18,189.25
	001-414.0000.63060	450.00
	001-414.1445.62170	317.55
	001-414.1445.62190	146.40
	001-421.0000.62040	5,399.22
	001-421.0000.62370	100.00
	001-421.0000.63060	567.15
	001-421.0000.63500	1,768.16
	001-421.0000.64030	11,622.40
	001-421.0000.65004	289.24
	001-421.0000.65021	469.90
	001-421.0000.65030	3,964.54
	001-421.0000.66042	196.91
	001-421.0000.66043	260.00
	001-421.0000.67020	900.32
	001-421.0000.67100	2,685.36
	001-421.0000.67170	1,396.75
	001-421.0000.68010	73.69
	001-421.0000.68030	550.00
	001-421.0000.68050	400.40
	001-421.0000.90020	5,470.43
	001-421.4000.72000	4,186.30
	001-421.4000.72010	19,643.26
	001-423.1151.68400	305.50
	001-423.1153.68400	3,641.63
	001-424.0000.62040	18,932.00
	001-424.0000.63040	117.49
	001-427.0000.63000	100.00
	001-427.0000.64030	505.77
	001-427.0000.68010	125.55
	001-431.0000.62000	213.92
	001-431.0000.63110	36.00
	001-431.0000.63260	85.03
	001-431.0000.65004	369.71
	001-431.0000.67090	53.99
	001-431.0000.68010	319.26
	001-431.0000.68080	11,688.65
	001-431.0000.68090	912.48
	001-431.0000.68100	6,800.00
	001-431.0000.68110	10,004.82
	001-431.0000.68130	948.30
	001-431.0000.68140	1,930.60
	001-431.0000.68150	756.87
	001-431.1811.95040	4,786.16
	001-431.4000.72000	298.51
	001-433.0000.63140	867.98
	001-433.0000.63150	638.69
	001-433.0000.68030	1,639.32
	001-433.4000.72000	468.37
	001-434.0000.63011	3,879.49
	001-434.0000.63012	957.34
	001-434.0000.63013	48.98
	001-434.0000.63160	242.31
	001-434.0000.67020	38.25
	001-434.0000.67090	306.78

001-434.0000.67170	3,040.91
001-434.0000.67210	292.89
001-434.0000.68010	191.50
001-434.4000.72000	70.00
001-442.0000.62040	1,870.50
001-442.0000.63420	3,660.00
001-442.0000.63760	2,067.00
001-442.0000.65004	95.52
001-442.0000.91200	8,307.00
001-442.1670.33307	1,100.00
001-443.0000.62000	238.40
001-443.0000.62180	4,120.25
001-443.0000.63110	42.63
001-443.0000.63150	575.17
001-443.0000.64020	110.00
001-443.0000.65004	966.06
001-443.0000.65050	989.29
001-443.0000.66190	760.41
001-443.0000.67020	1,233.75
001-443.0000.67030	70.74
001-443.0000.67090	302.75
001-443.0000.68160	141.12
001-443.0000.68220	1,118.50
001-443.0000.68230	679.38
001-443.0000.68240	529.50
001-443.0000.68250	160.87
001-443.0000.81505	1,500.86
001-443.0000.94180	6,332.85
001-443.1658.62330	478.11
001-445.0000.62000	1,500.00
001-445.0000.62040	1,207.50
001-445.0000.62060	1,200.00
001-445.0000.63060	52.85
001-445.0000.63080	33.00
001-445.0000.63210	6,390.79
001-445.0000.63430	6,823.94
001-445.0000.64020	1,050.00
001-445.0000.67030	22.22
001-451.0000.62000	705.24
001-451.1901.66140	20.09
001-452.0000.62040	7,518.75
001-452.1901.66140	20.08
001-453.1901.66140	20.09
001-481.0000.68060	125.00
001-481.0000.68390	213.49
001-481.0000.68395	6,776.45
Fund 001 Total:	227,292.43
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	2,500.00
Fund 003 Total:	2,500.00
007 - DRUG SEIZURE PROGRAM	
007-20020	509.88
007-425.0000.62040	117.32
007-425.0000.64020	2,200.00
Fund 007 Total:	2,827.20
008 - 911 SUPPORT	
008-426.0000.66170	1,800.00
008-426.0000.67020	2,208.26
008-426.0000.67040	92,817.00
008-426.0000.67280	1,610.00
008-426.0000.92090	463,041.31
Fund 008 Total:	561,476.57
029 - CEMETERY CAPITAL IMPROVEMENT	
029-442.1670.39315	1,100.00
Fund 029 Total:	1,100.00
037 - STREETS IMPACT FEES	

037-431.0000.80290	9,347.00	
Fund 037 Total:	9,347.00	
038 - PARKS IMPACT FEES		
038-443.0000.94070	506,836.11	
038-443.0000.94230	23,591.35	
Fund 038 Total:	530,427.46	
650 - RECLAIMED WATER OPERATING		
650-463.0000.62150	61,795.27	
650-463.0000.63008	5,210.40	
650-463.0000.63060	89.80	
650-463.0000.63480	8,135.20	
650-463.0000.65080	136.92	
650-463.0000.68010	425.61	
650-463.0000.68025	4,544.59	
650-463.0000.68360	3,535.00	
650-463.0000.90010	9,401.25	
650-463.3125.95520	1,638.00	
650-463.4000.72000	565.78	
650-466.0000.62040	1,480.00	
650-466.0000.63330	20.90	
650-466.0000.65080	12.82	
650-466.0000.67170	2,829.94	
650-466.0000.68021	740.25	
650-466.3104.68400	81,102.84	
650-466.4000.72000	565.78	
650-468.0000.65081	41.18	
650-468.0000.67090	95.38	
650-468.0000.68380	125.23	
650-468.3238.95520	4,085.53	
Fund 650 Total:	186,577.67	
651 - RECLAIMED WATER CAPITAL - WWTP		
651-463.3209.95500	9,525.50	
651-463.3213.90015	521,988.80	
Fund 651 Total:	531,514.30	
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
652-463.3214.95520	195,294.10	
652-463.3228.95520	4,917.00	
652-463.3230.95520	1,619.14	
652-463.3232.95520	550.00	
652-463.3234.95520	25,109.49	
Fund 652 Total:	227,489.73	
700 - SANITATION		
700-461.0000.65050	217.56	
Fund 700 Total:	217.56	
750 - WATER OPERATING		
750-462.0000.62010	27.50	
750-462.0000.63060	88.21	
750-462.0000.63110	135.00	
750-462.0000.63280	22,538.13	
750-462.0000.64020	329.00	
750-462.0000.67170	239.00	
750-462.0000.68010	244.35	
750-462.0000.68360	300.00	
750-462.3227.95550	36,377.00	
Fund 750 Total:	60,278.19	
753 - WATER CAPITAL		
753-462.3224.95550	2,371.72	
753-462.3225.95500	13,036.60	
Fund 753 Total:	15,408.32	
Report Total:	2,356,456.43	

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/7/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Mike Kirby, IT Director
SUBJECT: Lumen Phone & Internet Contract

ITEM AND RECOMMENDED ACTION:

Request Council approval of the new 36-month contract with Lumen for phone and internet service for City Hall to replace the existing contract for a \$6,192.00/year savings.

DISCUSSION:

Currently, the City Hall network uses internet connection and phone services provided by Lumen (formerly Level 3). For our current services, we pay \$2,759.00 plus taxes and fees. We are currently operating on a 12-month contract which we signed in August 2023. We are renewing the contract for a three-year term.

Lumen has quoted us for a more up-to-date system that will provide us with the same functionality of the current connection, but at a lower cost. With the new configuration and services, we will have the same functionality but only be paying \$2,242.89 per month before taxes and fees. A savings of approximately \$516.00 per month.

Due to limitations of Lumen's quoting system, the numbers are spread out over the "IPVPN & DIA" document, the "Rate Sheet" and the "Proposal sign sheet". However, the figures are summarized on the Lumen Proposal sheet. All of these documents are attached to this memo.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Annual savings of approximately \$6,192.00/year.

BUDGET CODE:

Various telephone and internet connection lines

ATTACHMENTS:

1. Lumen Proposal
2. updated City of Post Falls IPVPN and DIA quote
3. City of Post Falls Proposal sign sheet
4. City of Post Falls Rate sheet sign sheet
5. CITY OF POST FALLS UPDATED LUMEN MSA



Attn: Mike Kirby
Customer Name: City of Post Falls
Quote No: SM10557269
Project Name: Migration

Account Manager: Rhonda Thompson
Phone No: 407-972-0912

Expiration Date: **Date:** March 26, 2024

SUMMARY

[illegible]

Customer Information and Contract Specifications

Customer Name: City Hall
Account Number: 2-KYXJBK

Currency: USD
Monthly Recurring Charges (MRC): \$1,853.14
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
2002 W SELTICE WAY POST FALLS IDAHO UNITED STATES 83854	IP VPN Port and Access	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00
	- Standard Delivery - To the MPoE (Customer Provided)							
	Managed IAD			1	\$201.57	\$0.00	\$201.57	\$0.00
	- Vendor = Cisco							
	- Model = C4321-T1-08							
	Port - 100 Mbps			1	\$0.00	\$0.00	\$0.00	\$0.00
	Transport	New	36	1			\$200.00	\$0.00
	Subtotal						\$401.57	\$0.00
2002 W SELTICE WAY POST FALLS IDAHO UNITED STATES 83854	IP VPN Logical Interface (10 Mbps CIR, Flat Rate)	New	36	1	\$100.00	\$0.00	\$100.00	\$0.00
	- Committed Information Rate (CIR) = 10 Mbps							
	Subtotal						\$100.00	\$0.00
408 N SPOKANE ST POST FALLS IDAHO 83854 7538 UNITED STATES	IP VPN Port and Access	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00
	- Standard Delivery - To the MPoE (Customer Provided)							
	Managed IAD			1	\$201.57	\$0.00	\$201.57	\$0.00
	- Vendor = Cisco							
	- Model = C4321-T1-08							

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	Port - 100 Mbps			1	\$0.00	\$0.00	\$0.00	\$0.00
	Transport	New	36	1			\$200.00	\$0.00
	Subtotal						\$401.57	\$0.00
408 N SPOKANE ST POST FALLS IDAHO 83854 7538 UNITED STATES	IP VPN Logical Interface (10 Mbps CIR, Flat Rate) - Committed Information Rate (CIR) = 10 Mbps	New	36	1	\$100.00	\$0.00	\$100.00	\$0.00
	Subtotal						\$100.00	\$0.00
408 N SPOKANE ST POST FALLS IDAHO 83854 7538 UNITED STATES	Dedicated Internet Access - Standard Delivery - To the MPoE (Customer Provided)	New	36	1				
	Access - On Net - Bandwidth = GigE - Access Sub Bandwidth=1000 Mbps	New	36	1			\$300.00	\$0.00
	IP Port			1	\$0.00	\$0.00	\$0.00	\$0.00
	IP Logical - Billing Method=Flat Rate - Peak Data Rate = 1000 Mbps			1	\$550.00	\$0.00	\$550.00	\$0.00
	Subtotal						\$850.00	\$0.00
	Totals						\$1,853.14	\$0.00

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen)

this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. Services are subject to Lumen's standard Master Service Agreement and Service Schedule(s), copies of which are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference.

Notwithstanding anything to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to change by Lumen on 30 days' written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates for cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in Lumen's standard Master Service Agreement.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in countries where Lumen does not currently hold a license to provide such Services, Customer consents and appoints Lumen as its agent to procure of third-party carriers.

11. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM Services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

Signature Block

Customer: City Hall
Total MRC: \$1,853.14
Total NRC: 0
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document Generation Date: 03-26-2024



Quote # 12898596

Proposal											
Pricing Prepared For			Prepared On		Price Valid Until		Currency	Total Mrc		Total Nrc	
City of Post Falls			03/22/2024		05/28/2024		USD	0.00		0.00	
Voice Complete Standard											
Term	Total Mrc				Total Nrc				# Sites		
3 Years	See Rate Sheet				See Rate Sheet				See Rate Sheet		
Summary					Coordinated Services						
Mrc			Nrc		Coordinated Service Type			Asset/Circuit ID			
.00			.00								
Product Details											
Description				Qty	Mrc	Nrc	Priced Amount	Mrc Per	Nrc Per	Usage Mrc	Usage Nrc
Voice Complete				See Rate Sheet							
Prepaid Minute Plan				See Rate Sheet							

Terms and Conditions Governing This Order

1. Lumen is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. Services are subject to Lumen's standard Master Service Agreement and Service Schedule(s), copies of which are available at <https://www.lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference.

Notwithstanding to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 day's written notice. If the service agreement or applicable service specific terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates for cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in Lumen's standard Master Service Agreement.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in countries where Lumen does not currently hold a license to provide such Services, Customer consents and appoints Lumen as its agent to procure the services of third-party carriers.

11. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM Services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

911 Acknowledgement

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>.

Declarations and Signatures

Customer submits this document as a Customer Order.

Authorized Signature:	
Name:	
Title:	
Date:	



Voice Rate Sheet
Deal# 11658076
Quote# 12898596

Term Plan					
Product	Customer Name	Currency	Term	Rates Good Until	Exchange Rate Effective Date
Voice Complete	City of Post Falls	USD	3 Years	5/28/2024	2/8/2024 8:21:28 PM

CCP (Concurrent Call Path)						
CCP Plans						
Currency	CCP Plan 1	CCP Plan 2	CCP Plan 3	CCP Plan 4	CCP Plan 5	Measured
	MRC	MRC	MRC	MRC	MRC	MRC
USD	8.00	27.00	34.00	38.00	87.00	8.00
GBP	6.37	21.48	27.05	30.24	69.22	6.37
EUR	7.44	25.12	31.64	35.36	80.95	7.44

*Plan maximum included minutes of 5000 minutes per CCP.
□Plan 1 includes United States Local Calling
□Plan 2 includes Local and National Calling in the United States, the United Kingdom, and France
□Plan 3 includes Local and National Calling in the United States, the United Kingdom, France, and Germany
□Plan 4 includes Local and National Calling in the United States, the United Kingdom, France, Germany, and the Netherlands
□Plan 5 includes Local and National Calling in the United States, the United Kingdom, France, Germany, the Netherlands, and Belgium as well as United Kingdom Mobile: 3 Mobile, O2, EE (Orange, T-Mobile), Vodafone
□Measured: Every call is rated.

CCP (Concurrent Call Path)						
Call Type Feature						
Currency	Voice Order Change Charge		Expedite Charge per ckt end (separate from LEC charges)		Account and Authorization Codes	
	MRC	NRC	MRC	NRC	MRC	NRC
USD		100.00		250.00	10.00	15.00
GBP		79.57		198.92	7.96	11.94
EUR		93.05		232.63	9.31	13.96

Feature Packs						
Currency	Feature Pack 1		Feature Pack 2		Mobility Feature Pack	
	MRC	NRC	MRC	NRC	MRC	NRC
USD			3.00		3.00	
GBP			2.39		2.39	
EUR			2.79		2.79	

Prepaid Minute Plan USD					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC

10,000 Prepaid Minutes	24.00	99.75	127.05	168.00	360.94
50,000 Prepaid Minutes	120.00	498.75	635.25	813.75	1804.69
100,000 Prepaid Minutes	240.00	997.50	1270.50	1627.50	3609.38
250,000 Prepaid Minutes	570.00	2418.94	3017.44	3865.31	8572.27
500,000 Prepaid Minutes	1116.00	4738.13	5907.83	7567.88	16783.60
750,000 Prepaid Minutes	1620.00	6957.56	8575.88	10985.63	24363.29
1,000,000 Prepaid Minutes	2112.00	8977.50	11179.65	14322.00	31762.50
Customized Prepaid Minutes					

Prepaid Minute Plan GBP					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC
10,000 Prepaid Minutes	19.10	79.37	101.09	133.67	287.19
50,000 Prepaid Minutes	95.48	396.84	505.45	647.48	1435.94
100,000 Prepaid Minutes	190.96	793.68	1010.90	1294.96	2871.88
250,000 Prepaid Minutes	453.53	1924.68	2400.89	3075.52	6820.71
500,000 Prepaid Minutes	887.97	3770.00	4700.69	6021.55	13354.23
750,000 Prepaid Minutes	1288.99	5535.93	6823.58	8740.95	19385.18
1,000,000 Prepaid Minutes	1680.46	7143.14	8895.33	11395.61	25272.52
Customized Prepaid Minutes					

Prepaid Minute Plan EUR					
Minutes	Prepaid Minute Plan 1	Prepaid Minute Plan 2	Prepaid Minute Plan 3	Prepaid Minute Plan 4	Prepaid Minute Plan 5
	MRC	MRC	MRC	MRC	MRC
10,000 Prepaid Minutes	22.33	92.82	118.22	156.32	335.86
50,000 Prepaid Minutes	111.66	464.09	591.10	757.20	1679.27
100,000 Prepaid Minutes	223.32	928.17	1182.20	1514.39	3358.53
250,000 Prepaid Minutes	530.39	2250.83	2807.73	3596.67	7976.50
500,000 Prepaid Minutes	1038.44	4408.83	5497.24	7041.92	15617.15
750,000 Prepaid Minutes	1507.41	6474.02	7979.86	10222.14	22670.06
1,000,000 Prepaid Minutes	1965.22	8353.57	10402.67	13326.63	29555.03
Customized Prepaid Minutes					

□ Plan 1 includes United States Local Calling

□ Plan 2 includes Local and National Calling in the United States, the United Kingdom, and France as well as International Calling to Canada, UK, UK-London, Italy, and Sweden

□ Plan 3 includes Local and National Calling in the United States, the United Kingdom, France, and Germany as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), and the Netherlands

□ Plan 4 includes Local and National Calling in the United States, the United Kingdom, France, Germany, and the Netherlands as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), the Netherlands, Austria, France, USA-Puerto Rico, and Spain

□ Plan 5 includes Local and National Calling in the United States, the United Kingdom, France, Germany, the Netherlands, and Belgium. UK mobile Calling: 3 Mobile, O2, EE (Orange, T-Mobile), Vodafone, as well as International Calling to Canada, UK, UK-London, Italy, Sweden, Germany, France-Paris, Ireland, Portugal, USA (Continental 48), the Netherlands, Austria, France, USA-Puerto Rico, Spain, Luxembourg, USA (Hawaii), and Belgium

National Voice Services - United States						
	MRC			NRC		
	USD	GBP	EUR	USD	GBP	EUR
Directory Listing Additional Listing	5.00	3.98	4.65	3.00	2.39	2.79
Directory Listing Caption	5.00	3.98	4.65	3.00	2.39	2.79
Directory Listing Foreign Additional Listing	12.00	9.55	11.17	3.00	2.39	2.79
Directory Listing Non Pub	3.00	2.39	2.79	3.00	2.39	2.79
Directory Listing Primary Listing						
Directory Listing Un Listed	3.00	2.39	2.79	3.00	2.39	2.79
Interstate - Per Call Surcharge Directory Assistance				1.99	1.58	1.85
Intrastate - Per Call Surcharge Directory Assistance				0.69	0.55	0.64

LD Oper Chg: Person-to-Person Per Call Surcharge				3.50	2.78	3.26
LD Oper Chg: Station-to-Station Per Call Surcharge				1.75	1.39	1.63
Telephone Number Vanity Charge				100.00	79.57	93.05
Telephone Number	0.15	0.12	0.14			
Port Charge Per Telephone Number						
Telephone Number with Teams/Lync 911	0.35	0.28	0.33	2.00	1.59	1.86

National Voice Services Outbound - United States									
Rates are per minute / 18 second minimum / 6 second rounding									
	Rate Per Minute			Rate Per Call			Minimum Call Charge		
	USD	GBP	EUR	USD	GBP	EUR	USD	GBP	EUR
Interstate	.0125	.0099	.0116						
Intrastate (All States)	.0125	.0099	.0116						
Local	.0125	.0099	.0116						

Toll Free/Free Phone - United States							
		MRC			NRC		
		USD	GBP	EUR	USD	GBP	EUR
United States Toll Free Number	800 Number	3.00	2.39	2.79			
United States Toll Free Call Type Feature	Area Code Blocking				25.00	19.89	23.26
United States Toll Free Call Type Feature	Info Digit Blocking	10.00	7.96	9.31			
United States Toll Free Call Type Feature	Info Digit Routing	10.00	7.96	9.31			
United States Toll Free Call Type Feature	Info Digit Screening	15.00	11.94	13.96	15.00	11.94	13.96
United States Toll Free Call Type Feature	National Directory Assistance	20.00	15.91	18.61			
United States Toll Free Call Type Feature	Origin of Call Blocking	10.00	7.96	9.31			
United States Toll Free Call Type Feature	Origin of Call Routing	10.00	7.96	9.31			
United States Toll Free Call Type Feature	Payphone Surcharge (per call)				0.62	0.49	0.58
United States Toll Free Call Type Feature	Percent Allocation Routing	10.00	7.96	9.31			
United States Toll Free Call Type Feature	Time of Day Routing	10.00	7.96	9.31			
United States Toll Free Call Type Feature	Vanity Number						

Toll Free/Free Phone - United States					
Rates are per minute / 18 second minimum / 6 second rounding					
		Rate Per Minute			
		USD	GBP	EUR	
United States Interstate	Interstate	.0150	.0119	.0140	
United States Canadian Origination	United States	.0700	.0557	.0651	
United States Intrastate	Alabama	.0150	.0119	.0140	
United States Intrastate	Alaska	.0180	.0143	.0167	
United States Intrastate	Arizona	.0150	.0119	.0140	
United States Intrastate	Arkansas	.0180	.0143	.0167	
United States Intrastate	California	.0150	.0119	.0140	
United States Intrastate	Colorado	.0150	.0119	.0140	
United States Intrastate	Connecticut	.0150	.0119	.0140	
United States Intrastate	Delaware	.0150	.0119	.0140	
United States Intrastate	Florida	.0150	.0119	.0140	
United States Intrastate	Georgia	.0150	.0119	.0140	
United States Intrastate	Hawaii	.0180	.0143	.0167	
United States Intrastate	Idaho	.0180	.0143	.0167	

United States Intrastate	Illinois	.0150	.0119	.0140
United States Intrastate	Indiana	.0150	.0119	.0140
United States Intrastate	Iowa	.0250	.0199	.0233
United States Intrastate	Kansas	.0180	.0143	.0167
United States Intrastate	Kentucky	.0180	.0143	.0167
United States Intrastate	Louisiana	.0150	.0119	.0140
United States Intrastate	Maine	.0180	.0143	.0167
United States Intrastate	Maryland	.0180	.0143	.0167
United States Intrastate	Massachusetts	.0150	.0119	.0140
United States Intrastate	Michigan	.0150	.0119	.0140
United States Intrastate	Minnesota	.0180	.0143	.0167
United States Intrastate	Mississippi	.0180	.0143	.0167
United States Intrastate	Missouri	.0150	.0119	.0140
United States Intrastate	Montana	.0250	.0199	.0233
United States Intrastate	Nebraska	.0180	.0143	.0167
United States Intrastate	Nevada	.0150	.0119	.0140
United States Intrastate	New Hampshire	.0180	.0143	.0167
United States Intrastate	New Jersey	.0150	.0119	.0140
United States Intrastate	New Mexico	.0150	.0119	.0140
United States Intrastate	New York	.0180	.0143	.0167
United States Intrastate	North Carolina	.0150	.0119	.0140
United States Intrastate	North Dakota	.0550	.0438	.0512
United States Intrastate	Ohio	.0150	.0119	.0140
United States Intrastate	Oklahoma	.0180	.0143	.0167
United States Intrastate	Oregon	.0150	.0119	.0140
United States Intrastate	Pennsylvania	.0180	.0143	.0167
United States Intrastate	Rhode Island	.0180	.0143	.0167
United States Intrastate	South Carolina	.0150	.0119	.0140
United States Intrastate	South Dakota	.0180	.0143	.0167
United States Intrastate	Tennessee	.0150	.0119	.0140
United States Intrastate	Texas	.0150	.0119	.0140
United States Intrastate	Utah	.0150	.0119	.0140
United States Intrastate	Vermont	.0180	.0143	.0167
United States Intrastate	Virginia	.0180	.0143	.0167
United States Intrastate	Washington	.0150	.0119	.0140
United States Intrastate	West Virginia	.0180	.0143	.0167
United States Intrastate	Wisconsin	.0180	.0143	.0167
United States Intrastate	Wyoming	.0180	.0143	.0167

International			
International Outbound			
Rates are per minute / 18 second minimum / 6 second rounding			
Country	Dedicated Rate Per Minute (USD)	Dedicated Rate Per Minute (GBP)	Dedicated Rate Per Minute (EUR)
Afghanistan	.3000	.2387	.2792
Afghanistan-Mobile	.3200	.2546	.2978
Albania	.2400	.1910	.2233
Albania-Mobile	.6000	.4774	.5583
Algeria	.1000	.0796	.0931
Algeria-Mobile	.6800	.5411	.6327

American Samoa	.0500	.0398	.0465
Andorra	.1800	.1432	.1675
Andorra-Mobile	.3500	.2785	.3257
Angola	.1000	.0796	.0931
Angola-Mobile	.2600	.2069	.2419
Anguilla	.4000	.3183	.3722
Anguilla-Mobile	.4200	.3342	.3908
Antarctica	2.6000	2.0687	2.4193
Antarctica-Norfolk Island	1.6638	1.3238	1.5482
Antigua and Barbuda	.3000	.2387	.2792
Antigua and Barbuda-Mobile	.4015	.3195	.3736
Argentina	.0330	.0263	.0307
Argentina-Buenos Aires	.0330	.0263	.0307
Argentina-Mobile	.2200	.1750	.2047
Armenia	.3800	.3024	.3536
Armenia-Mobile	.3800	.3024	.3536
Aruba	.1500	.1194	.1396
Aruba-Mobile	.3300	.2626	.3071
Ascension Island	1.7500	1.3924	1.6284
Australia	.0200	.0159	.0186
Australia-Melbourne	.0120	.0095	.0112
Australia-Mobile	.0354	.0282	.0329
Australia-Perth	.0120	.0095	.0112
Australia-Sydney	.0120	.0095	.0112
Austria	.0800	.0637	.0744
Austria-Mobile	.0800	.0637	.0744
Austria-NGN	.3494	.2780	.3251
Azerbaijan	.5000	.3978	.4653
Azerbaijan-Mobile	.4000	.3183	.3722
Bahamas	.3535	.2813	.3289
Bahamas-Mobile	.3521	.2802	.3276
Bahrain	.2200	.1750	.2047
Bahrain-Mobile	.2200	.1750	.2047
Bahrain-NGN	.2200	.1750	.2047
Bangladesh	.0600	.0477	.0558
Bangladesh-Mobile	.0600	.0477	.0558
Barbados	.2200	.1750	.2047
Barbados-Mobile	.3200	.2546	.2978
Belarus	.4500	.3581	.4187
Belarus-Mobile	.4500	.3581	.4187
Belgium	.0500	.0398	.0465
Belgium-Mobile	.3682	.2930	.3426
Belgium-Mobile Base	.1127	.0897	.1049
Belgium-Mobile Mobistar	.0846	.0673	.0787
Belgium-Mobile Proximus	.0718	.0571	.0668
Belgium-NGN	.3660	.2912	.3406
Belize	.3100	.2467	.2885
Benin	.4200	.3342	.3908
Bermuda	.0700	.0557	.0651
Bhutan	.0750	.0597	.0698
Bhutan-Mobile	.0750	.0597	.0698

Bolivia	.3500	.2785	.3257
Bolivia-La Paz	.3500	.2785	.3257
Bolivia-Mobile	.3500	.2785	.3257
Bosnia/Herzegovina	.1997	.1589	.1858
Bosnia/Herzegovina-Mobile	.7219	.5744	.6717
Botswana	.2000	.1591	.1861
Botswana-Mobile	.2800	.2228	.2605
Brazil	.0200	.0159	.0186
Brazil-Belo Horizonte	.0120	.0095	.0112
Brazil-Brasilia	.0120	.0095	.0112
Brazil-Curitiba	.0120	.0095	.0112
Brazil-Florianapolis	.0120	.0095	.0112
Brazil-Fortaleza	.0120	.0095	.0112
Brazil-Goiania	.0120	.0095	.0112
Brazil-Governador Valadares	.0120	.0095	.0112
Brazil-Mobile	.1200	.0955	.1117
Brazil-Porto Alegre	.0120	.0095	.0112
Brazil-Recife	.0120	.0095	.0112
Brazil-Rio de Janeiro	.0120	.0095	.0112
Brazil-Salvador	.0120	.0095	.0112
Brazil-Sao Paulo	.0120	.0095	.0112
Brazil-Vitoria	.0120	.0095	.0112
British Virgin Islands	.2329	.1853	.2167
British Virgin Islands-Mobile	.2329	.1853	.2167
Brunei	.0600	.0477	.0558
Brunei-Mobile	.0616	.0490	.0573
Bulgaria	.1000	.0796	.0931
Bulgaria-Mobile	.4000	.3183	.3722
Burkina Faso	.4500	.3581	.4187
Burkina Faso-Mobile	.4500	.3581	.4187
Burundi	1.0242	.8149	.9530
Burundi-Mobile	1.0242	.8149	.9530
Cambodia	.1000	.0796	.0931
Cambodia-Mobile	.1000	.0796	.0931
Cameroon	.1810	.1440	.1684
Cameroon-Mobile	.4500	.3581	.4187
Canada	.0100	.0080	.0093
Canada-Yukon and NW Territories 867	.0566	.0450	.0527
Cape Verde Islands	.3394	.2701	.3158
Cape Verde Islands-Mobile	.4659	.3707	.4335
Cayman Islands	.2000	.1591	.1861
Cayman Islands-Mobile	.2000	.1591	.1861
Cayman Islands-NGN	.2000	.1591	.1861
Central African Republic	.6500	.5172	.6048
Chad	.8500	.6763	.7909
Chad-Mobile	.8500	.6763	.7909
Chile	.1000	.0796	.0931
Chile-Easter Island	.7653	.6089	.7121
Chile-Mobile	.1000	.0796	.0931
Chile-NGN	.1000	.0796	.0931

Chile-Santiago	.1000	.0796	.0931
China	.0750	.0597	.0698
Colombia	.0500	.0398	.0465
Colombia-Mobile	.0500	.0398	.0465
Comoros	.6500	.5172	.6048
Comoros-Mobile	.6500	.5172	.6048
Congo	.6500	.5172	.6048
Cook Islands	2.5000	1.9892	2.3263
Costa Rica	.0400	.0318	.0372
Costa Rica-Mobile	.0900	.0716	.0837
Costa Rica-NGN	.0900	.0716	.0837
Croatia	.2200	.1750	.2047
Croatia-Mobile	.3800	.3024	.3536
Croatia-NGN	.2200	.1750	.2047
Cuba	.8500	.6763	.7909
Cyprus	.0600	.0477	.0558
Cyprus-Mobile	.1000	.0796	.0931
Cyprus-NGN	.0600	.0477	.0558
Czech Republic	.0500	.0398	.0465
Czech Republic-Mobile	.1500	.1194	.1396
Czech Republic-Prague	.0253	.0201	.0235
Dem. Rep. of Congo	.7597	.6045	.7069
Dem. Rep. of Congo-Mobile	.6899	.5489	.6420
Dem. Rep. of Congo-NGN	.7597	.6045	.7069
Denmark	.0180	.0143	.0167
Denmark-Mobile	.0500	.0398	.0465
Denmark-NGN	.0500	.0398	.0465
Diego Garcia	2.5626	2.0390	2.3845
Djibouti	.5500	.4376	.5118
Djibouti-Mobile	.5500	.4376	.5118
Dominica	.3500	.2785	.3257
Dominica-Mobile	.3500	.2785	.3257
Dominican Republic	.0500	.0398	.0465
Dominican Republic-Mobile	.1200	.0955	.1117
Ecuador	.2000	.1591	.1861
Ecuador-Mobile	.3000	.2387	.2792
Egypt	.1500	.1194	.1396
Egypt-Mobile	.1500	.1194	.1396
El Salvador	.2800	.2228	.2605
El Salvador-Mobile	.2800	.2228	.2605
Equatorial Guinea	.7000	.5570	.6514
Eritrea	.4000	.3183	.3722
Estonia	.0450	.0358	.0419
Estonia-Mobile	.5000	.3978	.4653
Estonia-NGN	1.5714	1.2503	1.4622
Eswatini	.2500	.1989	.2326
Eswatini-Mobile	.2500	.1989	.2326
Ethiopia	.3500	.2785	.3257
Ethiopia-Mobile	.3500	.2785	.3257
Falkland Islands	1.2645	1.0061	1.1766
Faroe Islands	.0693	.0551	.0645

Fiji	.4500	.3581	.4187
Fiji-Mobile	.4500	.3581	.4187
Finland	.3450	.2745	.3210
Finland-Corporate Services	.3450	.2745	.3210
Finland-Helsinki	.3450	.2745	.3210
Finland-Mobile	.3900	.3103	.3629
Finland-NGN	.3450	.2745	.3210
France	.0300	.0239	.0279
France-Mobile	.1322	.1052	.1230
France-Mobile Orange	.1322	.1052	.1230
France-Mobile SFR	.1322	.1052	.1230
France-NGN	.3627	.2886	.3375
France-Paris	.0300	.0239	.0279
French Antilles/Martinique	.0160	.0127	.0149
French Antilles/Martinique-Mobile	.1500	.1194	.1396
French Guiana	.1500	.1194	.1396
French Guiana-Mobile	.2000	.1591	.1861
French Polynesia	.3500	.2785	.3257
French Polynesia-Mobile	.3500	.2785	.3257
Gabon	.5500	.4376	.5118
Gabon-Mobile	.5500	.4376	.5118
Gambia	3.0000	2.3870	2.7915
Gambia-Mobile	.6500	.5172	.6048
Georgia	.3000	.2387	.2792
Georgia-Mobile	.5000	.3978	.4653
Germany	.0120	.0095	.0112
Germany-Berlin	.0104	.0083	.0097
Germany-Frankfurt	.0104	.0083	.0097
Germany-Hamburg	.0104	.0083	.0097
Germany-Mobile	.0420	.0334	.0391
Germany-Munich	.0104	.0083	.0097
Germany-NGN	.0120	.0095	.0112
Ghana	.3200	.2546	.2978
Ghana-Mobile	.3200	.2546	.2978
Gibraltar	.0700	.0557	.0651
Gibraltar-Mobile	.2500	.1989	.2326
Global Mobile	11.6967	9.3067	10.8838
Greece	.0400	.0318	.0372
Greece-Athens	.0400	.0318	.0372
Greece-Mobile	.1500	.1194	.1396
Greenland	.7500	.5968	.6979
Greenland-Mobile	.7500	.5968	.6979
Grenada	.3200	.2546	.2978
Grenada-Mobile	.3200	.2546	.2978
Guadeloupe	.0500	.0398	.0465
Guadeloupe-Mobile	.1500	.1194	.1396
Guam	.0500	.0398	.0465
Guatemala	.1800	.1432	.1675
Guatemala-Mobile	.1800	.1432	.1675
Guinea	.7000	.5570	.6514

Guinea Bissau	.7187	.5718	.6688
Guinea Bissau-Mobile	.7187	.5718	.6688
Guinea-Mobile Areeba	.7000	.5570	.6514
Guinea-NGN	.7000	.5570	.6514
Guyana	.3500	.2785	.3257
Guyana-Mobile	.3500	.2785	.3257
Haiti	.4200	.3342	.3908
Haiti-Mobile	.3500	.2785	.3257
Haiti-NGN	.4200	.3342	.3908
Honduras	.2000	.1591	.1861
Honduras-Mobile Celtel	.2063	.1641	.1920
Hong Kong	.0433	.0345	.0403
Hong Kong-Mobile	.0450	.0358	.0419
Hungary	.0750	.0597	.0698
Hungary-Mobile	.0750	.0597	.0698
Iceland	.0300	.0239	.0279
Iceland-Mobile	.0900	.0716	.0837
India	.0193	.0154	.0180
India-Mobile	.0185	.0147	.0172
Indonesia	.0450	.0358	.0419
Indonesia-Mobile	.0600	.0477	.0558
Inmarsat	12.3156	9.7992	11.4597
Iran	.3000	.2387	.2792
Iran-Mobile	.3000	.2387	.2792
Iraq	.2500	.1989	.2326
Iraq-Mobile	.2500	.1989	.2326
Iraq-NGN	.2500	.1989	.2326
Ireland	.0150	.0119	.0140
Ireland-Mobile	.0718	.0571	.0668
Ireland-NGN	.0150	.0119	.0140
Israel	.0193	.0154	.0180
Israel-Mobile	.0450	.0358	.0419
Israel-Paltel	.2662	.2118	.2477
Israel-Paltel Mobile	.2662	.2118	.2477
Italy	.0150	.0119	.0140
Italy-Milan	.0150	.0119	.0140
Italy-Mobile	.0280	.0223	.0261
Italy-NGN	.0150	.0119	.0140
Italy-Rome	.0150	.0119	.0140
Ivory Coast	.4600	.3660	.4280
Ivory Coast-Mobile	.4600	.3660	.4280
Jamaica-658	.2800	.2228	.2605
Jamaica-876	.2800	.2228	.2605
Jamaica-Mobile	.2800	.2228	.2605
Japan	.0400	.0318	.0372
Japan-IP Phone	.0400	.0318	.0372
Japan-Mobile	.1000	.0796	.0931
Jordan	.3000	.2387	.2792
Jordan-Mobile	.3200	.2546	.2978
Kenya	.2800	.2228	.2605
Kenya-Mobile	.3000	.2387	.2792

Kiribati/Gilbert Island	3.1186	2.4814	2.9019
Kuwait	.1600	.1273	.1489
Kuwait-Mobile	.1800	.1432	.1675
Kuwait-NGN	.1600	.1273	.1489
Kyrgyzstan	.2200	.1750	.2047
Kyrgyzstan-Mobile	.3000	.2387	.2792
Laos	.1600	.1273	.1489
Laos-Mobile	.1600	.1273	.1489
Latvia	.6500	.5172	.6048
Latvia-Mobile	.9000	.7161	.8375
Latvia-NGN	.6500	.5172	.6048
Lebanon	.1965	.1563	.1828
Lebanon-Mobile	.2600	.2069	.2419
Lesotho	.4695	.3736	.4369
Lesotho-Mobile	.4695	.3736	.4369
Liberia	.5200	.4137	.4839
Libya	.3975	.3163	.3699
Libya-Mobile	.5285	.4205	.4918
Liechtenstein	.0900	.0716	.0837
Liechtenstein-Mobile	1.0500	.8355	.9770
Liechtenstein-NGN	.0900	.0716	.0837
Lithuania	.2500	.1989	.2326
Lithuania-Mobile	.7130	.5673	.6634
Lithuania-NGN	1.7714	1.4095	1.6483
Luxembourg	.2150	.1711	.2001
Luxembourg-Mobile	.2650	.2109	.2466
Macau	.1572	.1251	.1463
Madagascar	.8200	.6525	.7630
Madagascar-Mobile	.8200	.6525	.7630
Malawi	.4500	.3581	.4187
Malaysia	.0340	.0271	.0316
Malaysia-Johar Bahru	.0340	.0271	.0316
Malaysia-Kuala Lumpur	.0340	.0271	.0316
Malaysia-Mobile	.0340	.0271	.0316
Maldives	1.2000	.9548	1.1166
Maldives-Mobile	1.2000	.9548	1.1166
Mali	.3985	.3171	.3708
Mali-Mobile	.5375	.4277	.5001
Malta	.3000	.2387	.2792
Malta-Mobile	.3800	.3024	.3536
Marshall Islands	.4350	.3461	.4048
Mauritania	.8400	.6684	.7816
Mauritius	.2400	.1910	.2233
Mexico	.0120	.0095	.0112
Mexico-Guadalajara	.0120	.0095	.0112
Mexico-Mexico City	.0120	.0095	.0112
Mexico-Mobile	.0120	.0095	.0112
Mexico-Monterrey	.0120	.0095	.0112
Mexico-Satellite	.0144	.0115	.0134
Micronesia	.8485	.6751	.7895
Moldova	.5500	.4376	.5118

Moldova-Mobile	.5500	.4376	.5118
Monaco	.1500	.1194	.1396
Monaco-Mobile	.3910	.3111	.3638
Monaco-Mobile KFOR	.5530	.4400	.5146
Mongolia	.0296	.0236	.0275
Mongolia-NGN	.0296	.0236	.0275
Montenegro	.4250	.3382	.3955
Montenegro-Mobile	.4750	.3779	.4420
Montenegro-NGN	.4250	.3382	.3955
Montserrat	.3500	.2785	.3257
Morocco	.2000	.1591	.1861
Morocco-Mobile	.5500	.4376	.5118
Morocco-NGN	.2000	.1591	.1861
Mozambique	.1774	.1412	.1651
Mozambique-Mobile	.3200	.2546	.2978
Myanmar	.2450	.1949	.2280
Namibia	.1300	.1034	.1210
Namibia-Mobile	.1850	.1472	.1721
Nauru	1.8800	1.4959	1.7493
Nepal	.1950	.1552	.1814
Nepal-Mobile	.1950	.1552	.1814
Netherland Antilles	.2090	.1663	.1945
Netherland Antilles-Mobile	.1577	.1255	.1467
Netherland Antilles-NGN	.2090	.1663	.1945
Netherland Antilles-St Maarten	.1577	.1255	.1467
Netherlands	.1253	.0997	.1166
Netherlands-Mobile	.0600	.0477	.0558
Netherlands-Mobile Orange	.0600	.0477	.0558
Netherlands-NGN	.0363	.0289	.0338
New Caledonia	.4855	.3863	.4518
New Zealand	.0250	.0199	.0233
New Zealand-Mobile	.0750	.0597	.0698
Nicaragua	.1950	.1552	.1814
Nicaragua-Mobile	.2800	.2228	.2605
Niger	.5900	.4694	.5490
Niger-Mobile	.5900	.4694	.5490
Niger-NGN	.5900	.4694	.5490
Nigeria	.1700	.1353	.1582
Nigeria-Lagos	.1298	.1033	.1208
Nigeria-Mobile	.1700	.1353	.1582
Niue	2.8500	2.2677	2.6519
North Korea	.8560	.6811	.7965
North Macedonia	.2425	.1930	.2256
North Macedonia-Mobile	.5500	.4376	.5118
Northern Marianas	.0719	.0572	.0669
Norway	.0165	.0131	.0154
Norway-Mobile	.0300	.0239	.0279
Norway-Mobile Tele2	.0300	.0239	.0279
Norway-Mobile Telenor	.0300	.0239	.0279
Norway-NGN	.0985	.0784	.0917

Oman	.2800	.2228	.2605
Oman-Mobile	.3700	.2944	.3443
Pakistan	.0560	.0446	.0521
Pakistan-Mobile	.0560	.0446	.0521
Pakistan-NGN	.0560	.0446	.0521
Palau	.4000	.3183	.3722
Palestinian Authority	.1997	.1589	.1858
Palestinian Authority-Mobile	.2263	.1801	.2106
Panama	.0350	.0278	.0326
Panama-Mobile	.1800	.1432	.1675
Papua New Guinea	1.4200	1.1299	1.3213
Papua New Guinea-NGN	1.4200	1.1299	1.3213
Paraguay	.0700	.0557	.0651
Paraguay-Mobile	.1000	.0796	.0931
Peru	.0200	.0159	.0186
Peru-Lima	.0075	.0060	.0070
Peru-Lima-Mobile	.0075	.0060	.0070
Peru-Mobile	.0200	.0159	.0186
Peru-Rural	.2656	.2113	.2471
Philippines	.1525	.1213	.1419
Philippines-Mobile	.1525	.1213	.1419
Poland	.1540	.1225	.1433
Poland-Mobile	.1540	.1225	.1433
Poland-Mobile P4	.1540	.1225	.1433
Poland-NGN	.1540	.1225	.1433
Portugal	.0320	.0255	.0298
Portugal-Mobile	.1540	.1225	.1433
Principe and Sao Tome	2.5460	2.0258	2.3691
Qatar	.3000	.2387	.2792
Qatar-Mobile	.3000	.2387	.2792
Reunion Island	.6504	.5175	.6052
Reunion Island-Mobile	.2161	.1719	.2011
Romania	.0120	.0095	.0112
Romania-Mobile	.0300	.0239	.0279
Russia	.1200	.0955	.1117
Russia-Kazakhstan Mobile	.1800	.1432	.1675
Russia-Kazakhstan NGN	.1800	.1432	.1675
Russia-Mobile	.2500	.1989	.2326
Russia-Moscow	.0248	.0197	.0231
Rwanda	.4240	.3374	.3945
Rwanda-Mobile	.4240	.3374	.3945
San Marino	.2500	.1989	.2326
San Marino-Mobile	.2500	.1989	.2326
Satellite Network	11.6967	9.3067	10.8838
Saudi Arabia	.1265	.1007	.1177
Saudi Arabia-Mobile	.2150	.1711	.2001
Saudi Arabia-Riyadh	.1265	.1007	.1177
Senegal	.4515	.3592	.4201
Senegal-Mobile	.4515	.3592	.4201
Senegal-NGN	.4905	.3903	.4564
Serbia	.3200	.2546	.2978

Serbia-Kosovo	.3893	.3098	.3622
Serbia-Mobile	.4500	.3581	.4187
Seychelles Island	1.1979	.9531	1.1146
Sierra Leone	.6900	.5490	.6420
Sierra Leone-Mobile	.6900	.5490	.6420
Singapore	.0230	.0183	.0214
Singapore-Mobile	.0230	.0183	.0214
Sint Maarten	.1600	.1273	.1489
Slovakia	.0120	.0095	.0112
Slovakia-Mobile	.0844	.0672	.0785
Slovenia	.2335	.1858	.2173
Slovenia-Mobile	.5200	.4137	.4839
Slovenia-Mobile Mobitel	.5200	.4137	.4839
Slovenia-Mobile Simobil	.5200	.4137	.4839
Slovenia-Mobile Vega	.5200	.4137	.4839
Solomon Islands	1.5000	1.1935	1.3958
Somalia	.6950	.5530	.6467
South Africa	.2945	.2343	.2740
South Africa-Mobile	.2150	.1711	.2001
South Africa-NGN	.2945	.2343	.2740
South Korea	.0200	.0159	.0186
South Korea-Mobile	.0450	.0358	.0419
South Sudan	.7000	.5570	.6514
Spain	.0150	.0119	.0140
Spain-Mobile	.0651	.0518	.0606
Spain-Mobile Orange	.0651	.0518	.0606
Spain-Mobile Telefonica	.0651	.0518	.0606
Spain-Mobile Vodafone	.0651	.0518	.0606
Spain-NGN	.4000	.3183	.3722
Sri Lanka	.2200	.1750	.2047
Sri Lanka-Mobile	.2200	.1750	.2047
St. Helena	2.6347	2.0964	2.4516
St. Kitts/Nevis	.2502	.1991	.2328
St. Kitts/Nevis-Mobile	.2502	.1991	.2328
St. Lucia	.2800	.2228	.2605
St. Lucia-Mobile	.2800	.2228	.2605
St. Pierre and Miquelon	.2959	.2354	.2753
St. Vincent/Grenadines	.2100	.1671	.1954
St. Vincent/Grenadines-Mobile	.2642	.2102	.2458
Sudan	.2900	.2307	.2698
Sudan-Mobile	.2900	.2307	.2698
Suriname	.3350	.2665	.3117
Suriname-Mobile	.3350	.2665	.3117
Sweden	.0200	.0159	.0186
Sweden-Mobile	.0200	.0159	.0186
Sweden-Mobile Telia	.0200	.0159	.0186
Sweden-NGN	.0121	.0096	.0113
Switzerland	.0200	.0159	.0186
Switzerland-Mobile	.0800	.0637	.0744
Switzerland-Mobile	.0800	.0637	.0744

Swisscom			
Switzerland-NGN	.0200	.0159	.0186
Switzerland-Zurich	.0200	.0159	.0186
Syria	.2650	.2109	.2466
Syria-Mobile	.3000	.2387	.2792
Taiwan	.0280	.0223	.0261
Taiwan-Mobile	.1200	.0955	.1117
Tajikistan	.1800	.1432	.1675
Tanzania	.4292	.3415	.3994
Tanzania-Mobile	.4292	.3415	.3994
Thailand	.0515	.0410	.0479
Thailand-Mobile	.0515	.0410	.0479
Timor Leste	.4659	.3707	.4335
Togo	.4200	.3342	.3908
Togo-Mobile	.4200	.3342	.3908
Tokelau	1.9300	1.5356	1.7959
Tonga	1.2500	.9946	1.1631
Trinidad and Tobago	.1975	.1571	.1838
Trinidad and Tobago-Mobile	.1975	.1571	.1838
Tunisia	.9438	.7510	.8782
Tunisia-Mobile	.9438	.7510	.8782
Turkey	.0505	.0402	.0470
Turkey-Istanbul	.0505	.0402	.0470
Turkey-Mobile	.2185	.1739	.2033
Turkey-Mobile Turkcell	.2185	.1739	.2033
Turkey-Mobile Vodafone	.2185	.1739	.2033
Turkey-North Cyprus	.0505	.0402	.0470
Turkey-North Cyprus Mobile	.2185	.1739	.2033
Turkmenistan	.1925	.1532	.1791
Turks and Caicos	.2478	.1972	.2306
Turks and Caicos-Mobile	.2478	.1972	.2306
Tuvalu	2.1175	1.6848	1.9703
Uganda	.3872	.3081	.3603
Uganda-Mobile	.3872	.3081	.3603
UK	.0036	.0029	.0033
UK-Freephone	.0036	.0029	.0033
UK-London	.0036	.0029	.0033
UK-Mobile	.1934	.1539	.1800
UK-Mobile H3G	.0133	.0106	.0124
UK-Mobile O2	.0133	.0106	.0124
UK-Mobile Orange	.0133	.0106	.0124
UK-Mobile T-Mobile	.0133	.0106	.0124
UK-Mobile Vodafone	.0133	.0106	.0124
UK-NGN	.2662	.2118	.2477
UK-NGN 84	.2662	.2118	.2477
UK-NGN 845	.2662	.2118	.2477
UK-NGN 870	.2662	.2118	.2477
UK-VolP and Multimedia	.0700	.0557	.0651
UK-Wide	.0314	.0250	.0292
Ukraine	.2950	.2347	.2745
Ukraine-Mobile	.2950	.2347	.2745

United Arab Emirates	.2400	.1910	.2233
United Arab Emirates-Dubai	.2400	.1910	.2233
United Arab Emirates-Mobile	.2400	.1910	.2233
Uruguay	.0800	.0637	.0744
Uruguay-Mobile	.2100	.1671	.1954
US Virgin Islands	.0145	.0115	.0135
USA	.0125	.0099	.0116
USA-Alaska	.0165	.0131	.0154
USA-Hawaii	.0150	.0119	.0140
USA-Puerto Rico	.0150	.0119	.0140
Uzbekistan	.1162	.0925	.1081
Uzbekistan-Mobile	.1162	.0925	.1081
Vanuatu	1.8150	1.4441	1.6889
Vatican City	.0225	.0179	.0209
Venezuela	.0250	.0199	.0233
Venezuela-Caracas	.0250	.0199	.0233
Venezuela-Maracaibo	.0250	.0199	.0233
Venezuela-Mobile	.1445	.1150	.1345
Venezuela-Valencia	.0250	.0199	.0233
Vietnam	.0850	.0676	.0791
Vietnam-Mobile	.0850	.0676	.0791
Wallis and Futuna Islands	1.7692	1.4077	1.6462
Western Samoa	2.2500	1.7903	2.0936
Yemen	.2065	.1643	.1921
Yemen-Mobile	.2065	.1643	.1921
Zambia	.4375	.3481	.4071
Zambia-Mobile	.4840	.3851	.4504
Zimbabwe	.2487	.1979	.2314
Zimbabwe-Mobile	.4800	.3819	.4466

Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. The Lumen entity providing Services is identified on the invoice. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to cancel this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The Services are subject to Lumen's standard Master Service Agreement and Service Schedule(s), copies of which are available at : <https://lumen.com/en-us/about/legal/business-customer-terms-conditions.html> or upon request, unless Customer has executed a service agreement with Lumen or one of its affiliates applicable to the Services on this Order. In that case, the most recent service agreement will apply to the extent not inconsistent with this Order and the current Service Schedule(s) will apply and is/are specifically incorporated into the applicable agreement by this reference. Notwithstanding to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is provisioned, at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 day's written notice. If the service agreement or applicable service specific

terms do not include cancellation or early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen cancels or terminates for cause, then Customer will pay Lumen's standard cancellation or early termination liability charges in Lumen's standard Master Service Agreement.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. Transport services ordered from Lumen will be treated as interstate for regulatory purposes except as otherwise agreed to in writing.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in countries where Lumen does not currently hold a license to provide such Services, Customer consents and appoints Lumen as its agent to procure the services of third-party carriers.

11. If your network service utilizes TDM technologies, then the following applies: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM Services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. If Customer does not respond to the Rerate Notice, the affected service will continue to be provided at the increased rates set forth in the Rerate Notice.

911 ACKNOWLEDGEMENT

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HV1QSIP/911advisory.pdf>.

Declarations and Signatures

By signing below, the Customer agrees that the above rates shall apply to the applicable Services and are hereby incorporated into the Customer's Agreement with Lumen.

Customer
Signature:
Name:
Title:
Date:

**LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC DBA LUMEN TECHNOLOGIES GROUP** ("Lumen") and **CITY OF POST FALLS** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from Lumen.

1. Term. The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Agreement Term").

2. Service. Lumen will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments").

3. Order(s). Customer may submit requests for Service in a form designated by Lumen ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, a Service Term will begin when Lumen notifies Customer that Service is provisioned ("Service Commencement Date"). Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to change by Lumen on 30 days' written notice. Lumen will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by provisioning the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by Lumen's continuation of Service. For moves, adds or changes agreed to by Lumen, Customer will pay Lumen's then current charges unless otherwise specifically stated in a Service Attachment.

4. Cancellation and Termination Charges. Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion of an Order) prior to the Service Commencement Date upon written notice to Lumen identifying the affected Order and Service. If Customer does so, Customer will pay Lumen a cancellation charge equal to the sum of: (1) any applicable third-party termination charges for the canceled Service; (2) one month's monthly recurring charges ("MRC") for the canceled Service; (3) the non-recurring charges ("NRC") or waived NRC for the canceled Service; and (4) Lumen's out-of-pocket costs (if any) incurred to provide the canceled Service.

(b) Customer may terminate a specified Service after the Service Commencement Date upon 30 days' written notice to Lumen. If Customer does so, or if Service is terminated by Lumen as the result of Customer's default, Customer will pay Lumen a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining MRCs for months 1-12 of the Service Term; (3) 50% of the remaining MRCs for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any applicable third-party charges and Lumen's out-of-pocket costs (if any) regarding the Service. The charges in this Section represent Lumen's reasonable liquidated damages and are not a penalty.

5. Scheduled Maintenance. Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption Lumen will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance outside business hours.

6. Local Access. Lumen may re-provision any local access circuits from one Off-Net provider to another, to Lumen On-Net service, or from Lumen On-Net service to an Off-Net provider, and such changes will be treated as scheduled maintenance. Also, Customer will cooperate with Lumen, including changing demarcation points and/or equipment and providing necessary Letter(s) of Agency regarding circuit grooming or re-provisioning. If Customer provides the local access services used in connection with Lumen provided Services, Customer will: (1) provide Lumen with circuit facility and firm order commitment information and design layout records to enable cross-connects to Lumen Service(s) (provided by Lumen subject to applicable charges), and (2) where a related Service is disconnected, provide Lumen a written disconnection firm order commitment from the relevant third-party provider. "Off-Net" is defined as Lumen procured Service not originated and terminated entirely on the network owned and operated by Lumen and its affiliates. "On-Net" is defined as Service originated and terminated entirely on the network owned and operated by Lumen and its affiliates.

7. Service Levels.

(a) Any "Service Level" applicable to Services are contained in the Service Attachments applicable to each Service. If Lumen does not meet a Service Level, Lumen will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. Lumen's maintenance log and trouble ticketing systems are used to calculate Service Level events. "Excused Outages" means scheduled maintenance under Section 5 and force majeure events, unless otherwise defined in a Service Attachment.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <https://www.lumen.com/en-us/contact-us.html>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION

8. Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if Lumen's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to Lumen, provided such written notice is delivered prior to the Service Commencement Date for the affected Service. This Section will not apply where Lumen is constructing facilities to a new location not previously served by Lumen.

9. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after Lumen's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 10.1 (Damages Limitations) and 7 (Service Levels), pursue any remedies it may have at law or in equity.

10. Liabilities and Disclaimers.

10.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

10.2 Disclaimer of Warranties. LUMEN MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

11. Billing and Payment.

11.1 Commencement of Billing. Unless otherwise set forth in a Service Attachment, billing will commence on the Service Commencement Date. If Customer notifies Lumen within three days after the Service Commencement Date that Service is not functioning properly, Lumen will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable MRC for each day the Service did not function properly. If Lumen cannot provision Service due to Customer delay or inaction, Lumen may begin charging Customer for the Service, and Customer will pay such charges.

11.2 Payment of Invoices and Disputes. Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to Lumen must be made via an ACH transfer or any Lumen approved payment portal (e.g., Control Center) in the currency stated on the invoice. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). Lumen may charge Customer reasonable attorneys' fees and any third-party collection costs Lumen incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If Lumen determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after Lumen provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

11.3 Taxes and Fees. Customer is responsible for all taxes and fees arising in any jurisdiction imposed on Customer, Lumen, or a Lumen affiliate incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). This does not include taxes based on Lumen's net income. Some Taxes and Fees, and costs of administering them, are recovered through a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due under this Agreement to Lumen, then, Customer must increase the gross amount payable so that, after any deduction or withholding for such withholding Taxes, the net amount paid to Lumen will not be less than Lumen would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present Lumen with an exemption certificate that eliminates Lumen's obligation to pay certain Taxes and Fees. The exemption will apply prospectively. For additional details on taxes and surcharges that are assessed, visit <http://www.lumen.com/taxes>.

11.4 Non-Appropriations. Customer intends to satisfy its obligations under this Agreement for its entire Term. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Lumen), Customer may terminate this Agreement without incurring any termination charges by giving Lumen not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by Lumen through the date of termination.

**LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

11.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect provisioning of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after Lumen's notice requesting renegotiation, Lumen may, on a prospective basis after such 30-day period, pass any increased provisioning costs on to Customer. If Lumen does so, Customer may terminate the affected Service without termination liability on notice to Lumen delivered within 30 days of the cost increase taking effect.

12. Customer Premises; Title to Equipment. If access to non-Lumen facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of Lumen network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to Lumen-provided equipment (including software) remains with Lumen. Customer will not create or permit to be created any encumbrances on Lumen-provided equipment.

13. Acceptable Use Policy and Data Protection. Customer must comply with the Acceptable Use Policy ("AUP"), which is available at <https://www.lumen.com/en-us/about/legal/acceptable-use-policy.html>, for Services purchased under this Agreement. Lumen may reasonably change this policy to ensure compliance with applicable laws and regulations and to protect Lumen's network and customers. If Customer will use the Services to process personal data subject to privacy or data protection law that requires specific terms in place with service providers, Customer is responsible for requesting such terms from Lumen.

14. Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 9.19(a)(5). Lumen policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with Lumen regarding compliance with these rules and policies and will notify Lumen of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

15. International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

16. General Terms.

16.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

16.2 Assignment and Use of Service. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy.

16.3 Affiliates. Lumen may use a Lumen affiliate or a third party to provide Service to Customer, but Lumen will remain responsible to Customer for Service provisioning and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

16.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Requests for disconnection of Service (other than for default) must be submitted to Lumen according to Lumen's Disconnect Policy at <https://www.lumen.com/help/en-us/disconnects.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to Lumen via Customer's portal at <https://www.lumen.com/login/> or via Email at: billing@lumen.com. Customer's failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to Lumen at: 931 14th Str., #900, Denver, CO 80202; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in Lumen's records, Attn. General Counsel.

16.5 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement.

**LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained in this Agreement. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

16.6 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance of it will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent, except a party may use the other party's company name and logo to identify the other party as a customer or service provider of a Service, as applicable.

16.7 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with Lumen's provisioning or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce a ny right(s) under this Agreement will constitute a waiver of such right(s).

16.8 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

**CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN
TECHNOLOGIES GROUP**

CITY OF POST FALLS

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

Customer's Address for Notices: 408 N SPOKANE ST, POST
FALLS, ID 83854-7538;
Customer's Facsimile Number (if applicable): (208) 773-8362
Person Designated for Notices: General Counsel

Attachment A to Lumen MSA

ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO: The clauses 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 acknowledgment by the City that these clauses are relevant to the subject matter of this Agreement. Instead, 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 the Contractor employs ten (10) or more persons, then the Contractor 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) **Boycotting Certain Sectors:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Contractor employs ten (10) or more persons, then the Contractor 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 companies engaged in or supporting the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or the manufacture, distribution, sale, or use of firearms as those terms are defined in Idaho Code 67-2347A.
- (3) **Government of China:** Contractor 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.
- (4) **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Contractor 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).

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/7/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Melvin, City Engineer

SUBJECT: Updated Appendix X to the Haycrop Commercial Park (aka Jacklin Ranch)
Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council acknowledges the update to Appendix X within the Haycrop Commercial Park (aka Jacklin Ranch) Construction Improvement Agreement.

DISCUSSION:

With the execution of the original Construction Improvement Agreement, the Developer chose to plant the street trees (Appendix X) and has since asked for an update to this Appendix which will allow them to cash out the project's street trees for planting by the City at a later date. The developer has paid the appropriate fees due.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Original Construction Improvement Agreement previously approved and executed on 10/17/23.

APPROVED OR DIRECTION GIVEN:

Approved.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. 20240425101229234

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

Medalist Development, Inc.

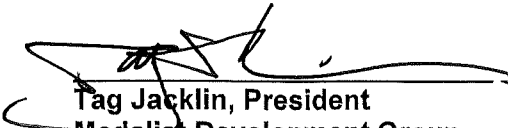
FOR

CASH IN LIEU OF PLANTING STREET TREES

____ 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.

 X 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 \$ 41,400.00 and is based upon 69 trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

This Appendix X replaces the previously executed Appendix X within the Construction Improvement Agreement dated 10/17/23. The developer will now be cashing out the street trees in lieu of planting them.


Tag Jacklin, President
Medalist Development Group

 4/15/24
Date

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/7/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Warren Wilson, Deputy City Administrator

SUBJECT: Intergovernmental Fee Waiver Agreement with Kootenai County Fire and Rescue

ITEM AND RECOMMENDED ACTION:

This Intergovernmental Fee Waiver Agreement with Kootenai County Fire and Rescue ("KCFR") authorizes city staff to waive fees for KCFR projects other than public hearing, capacity, connection, and utility fees. In return, KCFR would waive its fees for the city. Staff recommends approving the agreement. No presentation is planned.

DISCUSSION:

Administrative staff members for the city and KCFR meet quarterly to discuss issues affecting each entity. Out of these meetings came a discussion of review fees for KCFR projects. Recognizing that both entities are funded through property taxes largely paid by the same taxpayers, staff discussed entering into an agreement whereby each entity would waive its review and inspection fees that are charged to the other entity. Under the agreement, KCFR agrees to waive all of its fees that the city might otherwise be required to pay. Because the city provides additional services that are not tax-supported, the city agrees to waive its fees other than public hearing fees and fees charged by its enterprise funds, which includes capacity or "cap" fees, connection fees, service charges, deposits, etc. Under the city's impact fee ordinances, both parties are already exempt from paying development impact fees to the other entity.

The agreement has been approved by KCFR's Board of Commissioners.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not been previously reviewed by the city council.

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The exact fiscal impact is unknown. The fees that are waived under the agreement are largely review and inspection fees charged to the other entity for building and other development projects. The amount of fees waived will be dependent on the number and complexity of projects pursued by each entity. Because each entity is waiving their review and inspection fees, it is anticipated that any costs to the city that are not offset by fee waivers by KCFR would be nominal.

BUDGET CODE:

N/A

ATTACHMENTS:

1. City fee waive agreement

INTERGOVERNMENTAL FEE WAIVER AGREEMENT

THIS INTERAGENCY GOVERNMENTAL AGREEMENT FOR WAIVER OF COSTS AND FEES ("Agreement") is made and entered into this ____ day of ____, 2024 by and between the of Post Falls ("City"), with its principal place of business at 408 N. Spokane Street, Post Falls, ID 83854, and Kootenai County Fire and Rescue ("KCFR"), with its principal place of business at 1590 E. Seltice Way, Post Falls, ID 83854.

RECITALS

- A. The CITY is a municipal corporation of the State of Idaho that is partially funded by *ad valorem* property taxes.
- B. KCFR is a public fire district of the State of Idaho that provides fire protection services within the city limits of Post Falls and that is also partially funded by *ad valorem* property taxes.
- C. Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized to perform.
- D. CITY and KCFR are both "public agencies," as defined by Idaho Code § 67- 2327.
- E. Each agency has determined that it is in the public's interest to limit the fees that they charge each other because those fees would largely be funded by the same taxpayers.
- F. The purpose of this Agreement is to set forth in writing the parties' agreement, consistent with Idaho Code § 67-2332, limiting the fees that each agency will charge the other.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Purposes And Powers/Incorporation Of Recitals.

In accordance with Idaho Code § 67-2332, the purposes, powers, rights, and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.

2. Limitation on Fees.

The City agrees to only charge KCFR the following charges and fees:

2.1. Public notification costs related to any public hearing regarding a KCFR request or application.

2.2. Fees for services provided by the City's enterprise funds (sanitation, water, and water reclamation) including, but not limited to, capacity fees, connection fees, and account service deposits and charges.

KCFR agrees to waive all charges and fees against the City.

3. Effective Date/Term And Termination.

3.1 Effective Date. This Agreement takes effect after its approval and execution by both parties governing boards.

3.2 Term and Termination. This Agreement will remain in effect until terminated by a party. Either party may terminate this Agreement upon ninety (90) days' written notice to the other.

4. General Provisions.

4.1 Constitutional Debt Limitation. Nothing in this Agreement will be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.

4.2 Attorney Fees. In the event of any claim or action being instituted between the parties to enforce the terms and conditions of this Agreement, or arising from the breach of any provision hereof, the prevailing party is entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorneys' fees including fees on appeal, incurred by the prevailing party. The prevailing party will be that party who was awarded judgment because of trial or arbitration.

4.3 Choice of Law. The validity, meaning, and effect of this Agreement will be determined in accordance with the laws of the State of Idaho.

4.4 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties regarding the transaction contemplated herein, and neither party is liable or bound to the other in any manner by any representations, warranties, covenants, and agreements except as specifically set forth herein.

4.5 Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will be given effect to the fullest extent reasonably possible.

4.6 Waiver, Acknowledgments and Modifications. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by CITY and KCFR.

4.8 Headings. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

4.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same.

4.10 Limitations on Liability. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership, or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.

4.11 Time is of the Essence. Time is of the essence to this Agreement.

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

CITY OF POST FALLS

KOOTENAI COUNTY FIRE AND RESCUE

Ronald G. Jacobson, Mayor



Andy Boyle, President

ATTEST:

Shannon Howard, City Clerk

Date: _____, 2024



Tara Whitmore, KCFR Secretary

Date: 4/15, 2024

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/7/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bryan Myers, Park Manager

SUBJECT: Purchase of John Deere Wide Area Mower for the Parks Division

ITEM AND RECOMMENDED ACTION:

With approval of the consent agenda, the City Council authorizes the Mayor to sign the quotation with Pacific Golf and Turf for a John Deere 1600 Wide Area Mower.

DISCUSSION:

The Parks Division is in need of replacing an existing wide area mower. The unit to be replaced is a 2017 Toro Grounds Master 5900 that was purchased in 2020 as a pre-owned unit. The unit has experienced numerous service issues recently and the lack of reliability has resulted in increased labor costs to maintain park facilities. Although this unit was anticipated to be in service through 2035, Fleet is recommending this unit be replaced. The funding for this purchase will be within the department's allocated budget for equipment replacement.

Replacing the existing unit with a current model year exceeds available funding for this purchase, so staff have researched mowing equipment that will satisfy the operational needs. It was determined a John Deere 1600 Wide Area Mower would fulfill the need. Additionally, staff is researching the opportunity to employ robotic mowing equipment. The purchase and installation of these additional units will be outlined separately. This unit is offered by John Deere through a cooperative purchasing agreement. The unit can be delivered within the next 8–12 months, meeting the needs of the department. The Legal Services Division has reviewed this contract and determined the solicitation process meets the requirements of the Idaho Code and the City of Post Falls' procurement standards. Their legal review is included as an attachment to this memo.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$69,014.33

BUDGET CODE:

001-443.0000.90050

ATTACHMENTS:

1. 2024.4.23 Memo Cooperative Purchasing John Deere Mower-signed



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

Memorandum of Legal Counsel

To: Bryan Myers, Parks Manager
From: Christopher Gabbert, Deputy City Attorney
Date: April 23, 2024
Re: April 5, 2023, Cooperative Purchasing – John Deere Mower

My review and analysis are based purely on the legal aspects of the cooperative purchasing procurement as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2807. Idaho Code §67-2807 allows the City Council to approve participation in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations of such public entities. The city may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes.

The legal department is tasked with reviewing purchases using cooperative purchasing to determine if the entity meets the requirements of state code and whether the entity used a competitive solicitation process for the item(s) the department intends to purchase. Once the determination is made, the department must then complete the purchase using the same approval process that would ordinarily be required based on the cost of the purchase.

On or about 4/11/2024, I received copies of contract documents that were received by Parks and Recreation utilizing Sourcewell.

I have reviewed the submittal and researched the competitive solicitation process that the Sourcewell utilized. Sourcewell published a request for proposals (“RFP”) on 1/19/2021, opened the proposals on 3/11/2021 and awarded the contract to Deere & Company on April 30, 2021. Deere & Company provided its Quote to the city on 3/4/2024. The associated Quote has been attached for your review.

Based upon the contract amount being over \$50,000, the contract, along with a staff memo explaining the reasoning for the procurement must be presented for approval by City Council and signed by the Mayor.

My review of the competitive solicitation process leads me to conclude, on a purely legal level, that Deere & Company is offering the goods or services as a result of a competitive solicitation process and is in accordance with the requirements of Idaho Code and the city of Post Falls’ procurement standards.

Therefore, the City of Post Falls may go ahead with the procurement of the John Deere Wide-Area Mower and equipment as indicated on the quote from Deer & Company.

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

Sincerely,

Christopher Gabbert

Christopher Gabbert
Deputy City Attorney

Enclosures

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Steve Lebsack

Pacific Golf & Turf LLC
6206 E Trent Ave Bld 2 St-a
Spokane, WA 99212

Tel: 509-879-5117

Email: slebsack@pacificgolfturf.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pacific Golf & Turf LLC
 6206 E Trent Ave Bld 2 St-a
 Spokane, WA 99212
 509-879-5117
 WTaft@pacificgolfturf.com

Quote Summary
Prepared For:

Bryan Myers
 CITY OF POST FALLS
 Bryan Myers
 1206 E 3RD AVE
 POST FALLS, ID 83854
 Business: 208-773-8147
 Mobile: 208-457-3359
 BMYERS@POSTFALLSIDAHO.ORG

Delivering Dealer:

Pacific Golf & Turf LLC
 Steve Lebsack
 6206 E Trent Ave Bld 2 St-a
 Spokane, WA 99212
 Phone: 509-879-5117
 slebsack@pacificgolfturf.com

Quote ID: 30480368
Created On: 05 March 2024
Last Modified On: 05 March 2024
Expiration Date: 05 April 2024

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) Price Effective Date: March 4, 2024	\$ 69,014.33 X	1 =	\$ 69,014.33
Equipment Total			\$ 69,014.33

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 69,014.33
Trade In	
SubTotal	\$ 69,014.33
Est. Service Agreement Tax	\$ 0.00
Total	\$ 69,014.33
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 69,014.33

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 30480368 **Customer Name:** CITY OF POST FALLS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Pacific Golf & Turf LLC
 6206 E Trent Ave Bld 2 St-a
 Spokane, WA 99212
 509-879-5117
 WTaft@pacificgolfturf.com

JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC
 (PG NB CG 70)

Selling Price *
 \$ 69,014.33

Price Effective Date: March 4, 2024

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0737TC	1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS	1	\$ 89,629.00	23.00	\$ 20,614.67	\$ 69,014.33	\$ 69,014.33
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
183N	JDLink™ Modem	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	US English w/ Spanish (Bi-Lingual) Operator's Manual	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 89,629.00		\$ 20,614.67	\$ 69,014.33	\$ 69,014.33

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/7/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bill Melvin, City Engineer
SUBJECT: Foxtail 10th Addition Subdivision Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

***Original to Clerk prior to meeting.

DISCUSSION:

This Agreement reflects the construction phase of the Foxtail 10th Addition Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 63-lot subdivision, with the application for plat submitted by Coeur Development, LLC.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Foxtail 10th CIA

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

CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Coeur Development, LLC** (hereinafter the "Developer"), enter into this Agreement effective the ____ day of _____ 20____, respecting the development of **Foxtail 10th Addition**, the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

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

DEVELOPER

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

CITY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

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

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

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

3. If the Developer fails to continue with sustained effort in accordance with the approved Construction Schedule, while working in the existing public traveled or developed rights of way, and the City provides twenty-four (24) hours' notice of this default and the Developer fails to correct the failure within that time period.
 4. If the actions of the Developer have created a public hazard or conditions deemed an emergency by the City, the City may declare the Developer in default without providing prior notice and opportunity to cure.
- B. Upon a declaration of default, and failure to cure under Section 1.13, the City may do any one or more of the following:
1. Perform any act required of the Developer under this Agreement, including drawing surety and construction of all or any part of the improvements after giving formal notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from the surety or any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise. No advance notice shall be required by the City to the Developer to correct actions to remedy any items that fall under Section 1.13,A.4.
 2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
 3. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

2. The expiration of the warranty period as provided in Section 3.08.

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

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

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

2.05 PLANS AND SPECIFICATIONS

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

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

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

2.08 MATERIALS

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

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

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

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

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

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

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

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

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

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

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

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

Foxtail 10th Addition

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

ATTACHMENT "A"

EXHIBIT A

FOXTAIL 10TH ADDITION LEGAL DESCRIPTION

THAT PART OF TRACTS 21, 27 AND 28, BLOCK 30, OF POST FALLS IRRIGATED TRACTS ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK C OF PLATS, PAGES 78, 79 AND 80, RECORDS OF KOOTENAI COUNTY, IDAHO; LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 51 NORTH, RANGE 4 WEST, BOISE MERIDIAN, DESCRIBED AS FOLLOWS:

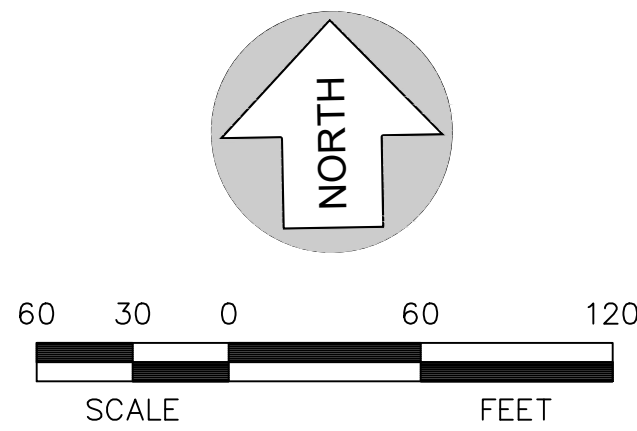
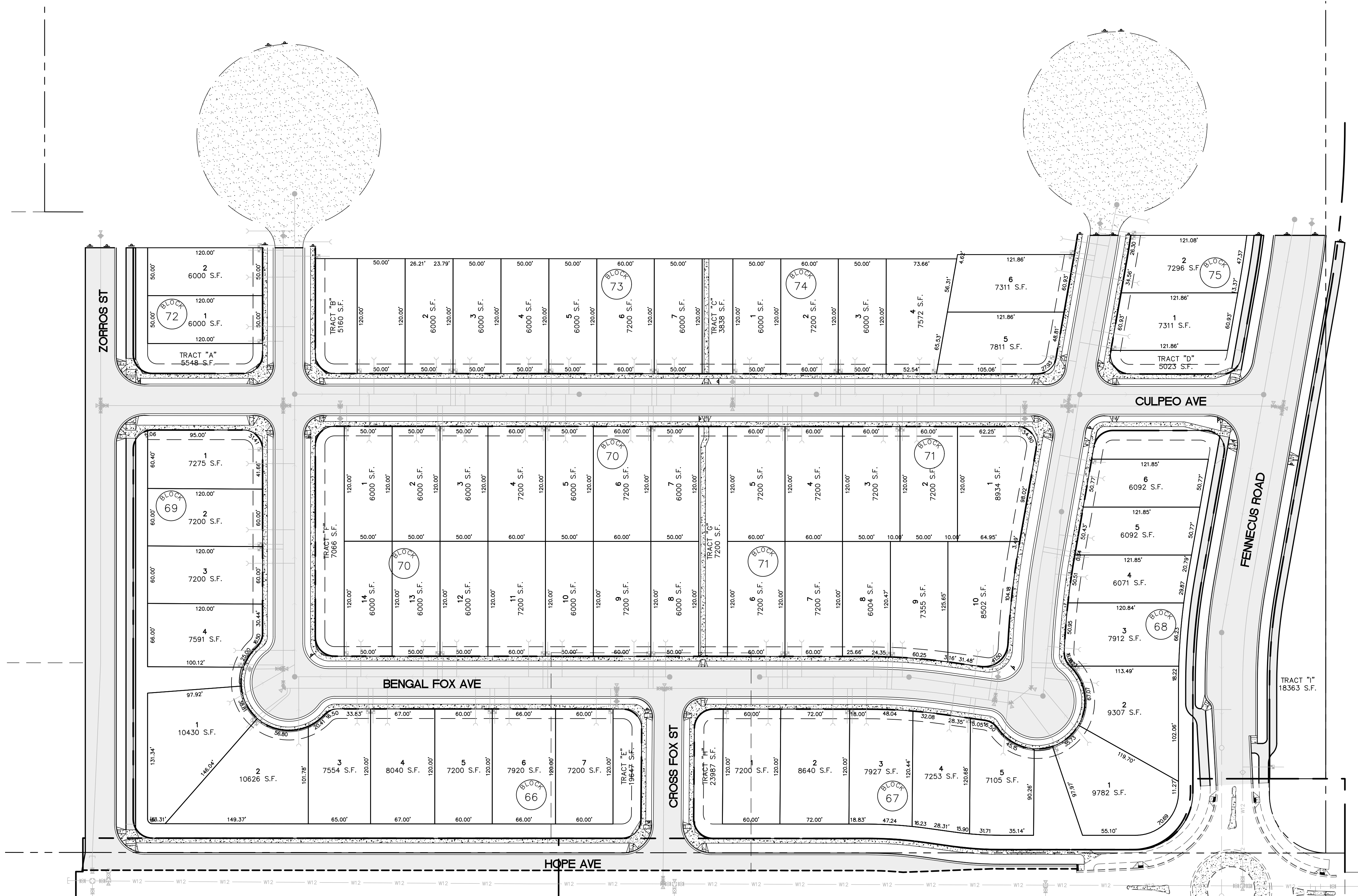
COMMENCING AT THE CENTER OF SAID SECTION 30; THENCE NORTH 88°56'57" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1316.99 FEET TO A POINT ON THE SOUTHERLY EXTENDED WEST LINE OF SAID TRACT 27; THENCE NORTH 01°01'33" EAST, ALONG LAST SAID SOUTHERLY EXTENDED WEST LINE AND THE WEST LINE OF SAID TRACT 27, A DISTANCE OF 35.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 01°01'33" EAST 616.20 FEET;
THENCE SOUTH 88°58'27" EAST 242.50 FEET;
THENCE SOUTH 01°01'33" WEST 11.31 FEET;
THENCE SOUTH 88°56'57" EAST 669.39 FEET;
THENCE NORTH 11°02'04" EAST 4.62 FEET;
THENCE SOUTH 88°58'51" EAST 121.86 FEET;
THENCE NORTH 11°02'04" EAST 3.65 FEET;
THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 770.00 FEET, A CHORD BEARING OF NORTH 10°24'57" EAST, A CHORD DISTANCE OF 16.62 FEET; THROUGH A CENTRAL ANGLE OF 01°14'13", A DISTANCE OF 16.62 FEET;
THENCE SOUTH 88°58'51" EAST 259.02 FEET, TO A POINT ON THE EAST LINE OF SAID TRACT 21;
THENCE SOUTH 01°01'09" WEST, ALONG THE EAST LINE OF SAID TRACTS 21 AND 28, A DISTANCE OF 567.17 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HOPE AVENUE;
THENCE ALONG LAST SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING 8 COURSES AND DISTANCES:

1. THENCE NORTH 88°57'56" WEST 141.14 FEET;
2. THENCE SOUTH 01°03'03" WEST 14.11 FEET;
3. THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF SOUTH 46°02'34" WEST, A CHORD DISTANCE OF 84.84 FEET; THROUGH A CENTRAL ANGLE OF 89°59'01", A DISTANCE OF 94.23 FEET;
4. THENCE NORTH 88°57'56" WEST 138.87 FEET;
5. THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 357.50 FEET, A CHORD BEARING OF NORTH 84°58'59" WEST, A CHORD DISTANCE OF 49.66 FEET; THROUGH A CENTRAL ANGLE OF 07°57'55", A DISTANCE OF 49.70 FEET;
6. THENCE NORTH 81°00'01" WEST 28.31 FEET;
7. THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 442.50 FEET, A CHORD BEARING OF NORTH 84°58'29" WEST, A CHORD DISTANCE OF 61.34 FEET; THROUGH A CENTRAL ANGLE OF 07°56'56", A DISTANCE OF 61.39 FEET;
8. THENCE NORTH 88°56'57" WEST 818.18 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 18.087 ACRES, MORE OR LESS.

FOXTAIL 10TH ADDITION
A PORTION OF S.30 T.51N., R.04W., B.M.



UTILITY STATEMENT

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

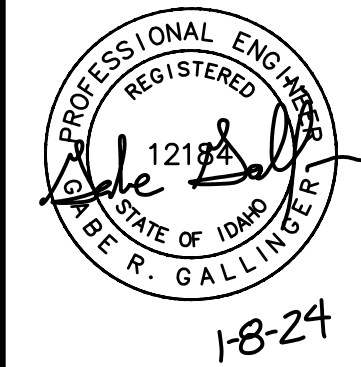


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ITD-DIST. 1 SIGNAL FOREMAN
(208) 772-1299

CITY OF POST FALLS APPROVAL	
APPROVED BY:	DATE:
CITY ENGINEER	

FOXTAIL 10th ADDITION

LOT LAYOUT



CITY OF POST FALLS PUBLIC SERVICES
DEPARTMENT, ENGINEERING DIVISION
408 N. SPOKANE STREET
POST FALLS, ID 83854
PHONE #: (208) 773-3511
VERTICAL DATUM - NAVD 88
PROJECT BENCHMARKS APPROX. 1.50 FEET NORTH OF THE INTERSECTION OF CYPRESS FOX LOOP AND MARBLE FOX AVENUE

REVISION
ORIGINAL SUBMITTAL

BY
GRG

DATE
12-13-23

#

SCALE

HOR. 1"=60'

VERT. N/A

PROJECT #: 0097.1.1
DESIGNED BY: KWE
CHECKED BY: GRG

LOT LAYOUT
3 OF 44

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

Coeur Development, LLC

FOR

Foxtail 10th Addition

<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

Foxtail 10th Addition

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

1. Public improvements to be owned operated and maintained by the City of Post Falls: **\$ 1,490,686.85**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 590,946.25**
3. Other improvements for which bonding is required: **\$ 13,275.00**
4. Street trees within public right-of-way: **\$ 46,200.00**
5. Total cost of improvements: **\$ 2,141,108.10**
6. Warranty amount: **\$ 107,055.41**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Foxtail 10th Addition

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Foxtail 10th Addition
Engineer Estimate - CIA
March 14, 2024

Item No.	Description & Cost Code	Quantity	Units	Unit Price	Percent Complete	Total Price
6200 - Site Preparation/Grading						
<u>6205 - Clearing & Grubbing</u>						\$18,480.00
1	Mobilization	1	LS	\$12,000.00	0%	\$12,000.00
2	AC Sawcut	1,080	LF	\$6.00	0%	\$6,480.00
<u>6210 - Excavation & Grading</u>						\$59,956.00
1	Road Subgrade Prep	17,545	SY	\$1.80	0%	\$31,581.00
2	Finish Grading (replace topsoil openspace)	2,300	CY	\$8.00	0%	\$18,400.00
3	Construction Entrance	1	EA	\$1,500.00	0%	\$1,500.00
4	Inlet Protection	23	EA	\$75.00	0%	\$1,725.00
5	Concrete Washout Area	1	EA	\$500.00	0%	\$500.00
6	Silt Fence	1,250	EA	\$5.00	0%	\$6,250.00
6250 - Sewer						
<u>6250 - Sewer</u>						\$344,515.03
1	15" PVC Sanitary Sewer	559	LF	\$75.50	0%	\$42,204.50
2	8" PVC Sanitary Sewer	2,944	LF	\$44.15	0%	\$129,955.53
3	Remove Exist 8" Cleanout	1	EA	\$1,250.00	0%	\$1,250.00
4	48" Manholes	15	EA	\$3,635.00	0%	\$54,525.00
5	Sewer Services	67	EA	\$1,740.00	0%	\$116,580.00
6300 - Stormwater						
<u>6300 - Stormwater</u>						\$137,535.00
1	Sidewalk Underdrain (Separated Sidewalk)	19	EA	\$2,235.00	0%	\$42,465.00
2	Concrete Inlet (4' wide Concrete Sidewalk)	19	EA	\$575.00	0%	\$10,925.00
3	Curb Cut	37	EA	\$400.00	0%	\$14,800.00
4	Drywell Type A (Single)	23	EA	\$3,015.00	0%	\$69,345.00
6350 - Water						
<u>6350 - Water System</u>						\$530,796.25
1	12" PVC Water Main	1,193	LF	\$79.25	0%	\$94,545.25
2	8" PVC Water Main	3,018	LF	\$52.00	0%	\$156,936.00
3	12" Fittings	3	EA	\$1,295.00	0%	\$3,885.00
4	8" Fittings	9	EA	\$1,015.00	0%	\$9,135.00
5	12" Gate Valve w/ Box	6	EA	\$3,215.00	0%	\$19,290.00
6	8" Gate Valve w/ Box	12	EA	\$1,950.00	0%	\$23,400.00
7	1" Water Services	66	EA	\$2,375.00	0%	\$156,750.00
8	2" Irrigation Service	1	EA	\$4,575.00	0%	\$4,575.00
9	Fire Hydrant Assemblies	6	EA	\$5,700.00	0%	\$34,200.00
10	Temp Fire Hydrant / Blow-off Assembly	4	EA	\$5,700.00	0%	\$22,800.00

Foxtail 10th Addition
Engineer Estimate - CIA
March 14, 2024

Item No.	Description & Cost Code	Quantity	Units	Unit Price	Percent Complete	Total Price
11	4" Sleeve under sidewalk at water meter	66	EA	\$80.00	0%	\$5,280.00

6400 - Streets & Walkways

6405 - Streets, Curbs, & Gutter						\$565,293.10
1	Asphalt Roadway 3" AC over 6" Base	4,822	SY	\$26.00	0%	\$125,372.00
2	Asphalt Roadway 3" AC over 4" Base	2,205	SY	\$24.95	0%	\$55,014.75
3	Asphalt Roadway 2" AC over 4" Base	10,522	SY	\$20.25	0%	\$213,070.50
4	Rolled Curb and Gutter	5,333	LF	\$19.45	0%	\$103,726.85
5	Standard Curb and Gutter	3,110	LF	\$21.90	0%	\$68,109.00

6410 - Sidewalks						\$286,705.00
1	5' Concrete Sidewalk	37,460	SF	\$5.75	0%	\$215,395.00
2	Pedestrian Ramps	37	EA	\$1,630.00	0%	\$60,310.00
3	10' Pedestrian Ramps	5	EA	\$2,200.00	0%	\$11,000.00

6415 - Pathways & Trails						\$27,900.00
1	Asphalt Paths 10' wide (2" AC over 4" Base)	1,800	SY	\$13.50	0%	\$24,300.00
2	Asphalt Path Subgrade Prep	1,800	SY	\$2.00	0%	\$3,600.00

6450 - Utilities - Dry

6450 - Dry Utilities						\$40,950.00
1	Dry Utilities Trenching (Ex, Bed, and Backfill only)	6,300	LF	\$6.50	0%	\$40,950.00

6500 - Signage, Striping, Mailboxes

6505 - Landscaping						\$79,977.72
1	Public Street Trees	77	EA	\$600.00	0%	\$46,200.00
2	Hydroseed ROW and Common Area	187,654	SF	\$0.18	0%	\$33,777.72

6520 - Signage						\$45,700.00
1	Stiping	1	LS	\$7,500.00	0%	\$7,500.00
2	Signage	11	EA	\$700.00	0%	\$7,700.00
3	Type II Barricades	7	EA	\$700.00	0%	\$4,900.00
4	Type III Barricades	8	EA	\$800.00	0%	\$6,400.00
5	Cobra Head 100 watt LED	10	EA	\$1,200.00	0%	\$12,000.00
6	Town & Country Street Light	6	EA	\$1,200.00	0%	\$7,200.00

6525 - Mailboxes						\$3,300.00
1	Concrete Mailbox Pad	4	EA	\$630.00	0%	\$2,520.00
2	CBU Mailbox Installation	4	EA	\$195.00	0%	\$780.00

TOTAL \$2,141,108.10

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Coeur 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

Coeur Development, LLC

FOR

Foxtail 10th Addition

CONSTRUCTION DRAWINGS

Plans Titled: **Foxtail 10th Addition**

Dated: **4/24/24**

By: **Coeur Development, LLC - Gabe Gallinger, P.E.**

Sheets 1 through 64

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

Coeur Development, LLC

FOR

Foxtail 10th Addition

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

Peck & Peck

EXCAVATING, INC.



COMPLETE EXCAVATING SERVICES
LICENSED & BONDED
3386 N. Highway 41 · Post Falls, ID 83854
(208) 773-6559 · Fax (208) 773-3431

Foxtail 10th Addition

<u>Week</u>	<u>Activity</u>
4-1	Mass Grading
4-8	Mass Grading
4-15	Mass Grading
4-22	Mass Grading
4-29	Mass Grading
5-6	Sewer Main
5-13	Sewer Main
5-20	Sewer Main and Services
5-27	Sewer Services
6-3	Water Main
6-10	Water Services
6-17	Water Services
6-24	Storm
7-1	Dry Utility Crossings
7-8	Curbs and Walks
7-15	Curbs and Walks
7-22	Subgrade Prep
7-29	Pave
8-5	Dry Utility Ditch and Clean up

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

Coeur Development, LLC

FOR

Foxtail 10th Addition

ENGINEERING SERVICES FEE SUMMARY

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

63 Lots X \$350.00 = \$ **22,050.00**

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

Coeur Development, LLC

FOR

STREET LIGHT CHARGES

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

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

Street light type: **LED Cobra Head**

10 lights X 12 months X \$ **35.00** per month = \$ **4200.00**

Street light type: **LED Town & Country**

6 lights X 12 months X \$ **25.25** per month = \$ **1818.00**

TOTAL = \$ 6,018.00

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

Coeur Development, LLC

FOR

Foxtail 10th Addition

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

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

_____ (# of SF homes) x \$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
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APPENDIX VI
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Coeur Development, LLC

FOR

Foxtail 10th Addition

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

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

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

Water Cap Fees

_____ x	3/4" – 1"	= \$3,397.00 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

Coeur Development, LLC

FOR

Foxtail 10th Addition

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Gabe Gallinger, P.E.

ENGINEERING FIRM: Coeur Development, LLC

ADDRESS: 1859 N. Lakewood Dr. #200

CITY: Coeur D'Alene STATE: ID ZIP: 83814

PHONE NO.: (509) 991-9033

E-MAIL ADDRESS: gabe@thinklakeside.com

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

Coeur Development, LLC

FOR

Foxtail 10th Addition

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

I _____ certify that construction observation and quality control for (project, plans with approval date) was performed under my responsible charge. It is my professional opinion that the project was constructed in accordance with the intent of the plans and specifications. The submittal of as-built drawings and the attached documentation within the certification packet provide evidence to support a recommendation of acceptance of the public infrastructure associated with the referenced project plans and specifications.

(Provide Engineer's seal, signature and date.)

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

Coeur Development, LLC

FOR

Foxtail 10th Addition

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

Coeur Development, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/7/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bill Melvin, City Engineer
SUBJECT: Jacklin Ranch (aka Haycrop Commercial Park) Subdivision Plat Application

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature of the final plat for Jacklin Ranch Subdivision (aka Haycrop Commercial Park).

***Mylars to clerk prior to meeting.

DISCUSSION:

The Developer has provided surety for the remaining improvements.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

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

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

None

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/7/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: Legion Park Annexation Reasoned Decision (ANNX-23-7)

ITEM AND RECOMMENDED ACTION:

Review and approve the submitted reasoned decision for the Legion Park Annexation File No. ANNX-23-7 to annex approximately 1.21-acres into the City of Post Falls with Single-Family (R-1) zoning.

DISCUSSION:

Van Houten Consulting & Design, LLC requested on behalf of Blackwell Homes, LLC, approval to annex approximately 1.21-acres into the City of Post Falls as Single-Family Residential (R-1). The subject site is located on the northeast corner of E. Legion Rd. and N. Syringa St. The approval of the requested zoning and annexation was based on the following review criteria per PFC 18.20.100:

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

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?

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? The staff report outlined the future land use designation as Low Density Residential within the Central Island Focus Area being compatible for the requested R-1 zoning. Staff outlined the 1.21-acres would align with the compatible surrounding single-family uses and help close up a small County island surrounded by incorporated City. Various goals and policies of the Comprehensive Plan were identified relevant to the annexation request (See submitted reasoned decision).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On March 19th, 2024, City Council heard the proposal during a public hearing and approved the annexation and zoning request.

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission recommended approval of the requested Single-Family (R-1) zoning on February 13th, 2024, to City Council.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Legion Park Annexation Reasoned Decision File No. ANNX-23-7

Legion Park Annexation File No. ANNX-23-7 City Council Reasoned Decision

A. INTRODUCTION:

APPLICANT: Van Houten Consulting & Design, LLC

LOCATION: The property is located on the northeast corner of E. Legion Road and N. Syringa Street.

REQUEST: Zoning recommendation of Single-Family Residential (R-1) on approximately 1.21 acres as part of the annexation into the City of Post Falls.

B. RECORD CREATED:

1. A-1 Annexation Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Owners Authorization Letter
5. A-5 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 YPL Comments
10. PA-2 KCFR
11. PA-3 PFPD
12. PA-4 KCCD
13. PA-5 PFHD Comments
14. S-4 Planning and Zoning Commission Staff Report
15. S-5 Signed Development Agreement
16. S-6 Minutes 02-13-2024
17. S-7 Signed Zoning Recommendation
18. PA-6 YPL Comment
19. PA-7 KCFR Comments
20. PA-8 PFPD Comments
21. PA-9 PFHD Comments
22. PA-10 PFSD Comments
23. PA-11 DEQ Comments
24. City Council Memo
25. Testimony at the March 19, 2024, City Council public hearing including:

The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509 and City Code section 18.20.060; the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the City Council in their application of City Code section 18.20.100.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report. He testified that the applicant sought annexation and zoning for a 1.21-acre parcel into the city of Post Falls, focusing on a 1.06-acre portion specifically requested to be designated as single-family residential (R1). The annexation involves dedicating a right-of-way and included an unincorporated strip of land into the city, which accounts for the difference in acreage mentioned.

Mr. Porter detailed the current usage of the property as large-lot residential within Kootenai County and its proposed transition to R1 zoning, aligning with the surrounding residential properties. He noted the property's location and surrounding infrastructure, including roads and utility services provided by the Ross Point Water District and Post Falls.

Throughout his presentation, Mr. Porter referenced the city's comprehensive plan, emphasizing that the proposed zoning was consistent with the plan's goals of promoting infill development, enhancing pedestrian connectivity, and maintaining community services. He cited several policies and goals from the comprehensive plan, supporting the proposal's alignment with city objectives. There were no comments from key agencies indicating any adverse impacts.

Merle Van Houten, Applicant

Mr. Van Houten presented on behalf of the applicant, echoing many of Mr. Porter's points but providing added context on the developer's perspective. He emphasized the property's strategic location, surrounded by R1 zoning and significant roadways, making it ideal for integration into the city. Mr. Van Houten argued that the development would utilize existing city services efficiently, with minimal need for new infrastructure, thus supporting the city's housing market without extending beyond current service capacities.

Mr. Van Houten highlighted the proposal's benefits, such as improving traffic patterns and providing frontage improvements that align with city goals for safety and connectivity. He described the development's potential to enhance the quality of life by adding housing options and keeping the area's residential character.

He also responded to hypothetical queries about the area's future development, discussing potential road layouts and connectivity with existing and future parcels, ensuring that the development would not adversely impact the surrounding neighborhoods.

Rob Palus, Assistant City Engineer

Mr. Palus discussed the potential development and infrastructure planning for the area north of the proposed annexation site. He explained that initially, the development might include a hammerhead turn to facilitate vehicle turnaround, which would align with the city's fire safety requirements. Mr. Palus also provided insight into the possibility of extending the road further north towards Poleline Avenue. Given the proximity to a roundabout, he speculated that such an extension would likely end in a cul-de-sac, which could present challenges regarding traffic flow and access point design. This scenario was considered a speculative planning consideration, not currently part of the annexation process, but important for ensuring long-term compliance with city planning and safety regulations.

Public Testimony:

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

Deliberations: After the public hearing was completed, the hearing was closed, and the Council

moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the criteria in City Code section 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

After examining all evidence in the record, the City Council found that the proposed zoning district is consistent with the Future Land Use Map and Focus Area delineated in the currently adopted Post Falls Comprehensive Plan. The area in question is identified within the plan as low-density residential, and the R1 zoning requested is a part of this designation and is consistent with the surrounding development. The Future Land Use Map depicts the area as primarily low-density residential, including single-family residential developments, which is the proposed type.

The City Council finds that the proposed annexation of a parcel designated for single-family residential (R-1) zoning aligns with the Central Island Focus Area's strategies for integrating "county islands" into the city limits of Post Falls.

The City Council concluded that the proposed R1 zoning is compatible with and directly aligns with the comprehensive plan's vision for the area. During their discussion, concerns were raised about the possibility of high-density housing on the northeast corner of Syringa and Poleline. It was clarified that the high-density development was part of a Planned Unit Development (PUD) in another area and not indicative of a broader zoning shift. The Council discussed the mechanisms through which zoning could potentially change (such as through PUDs or special use permits), but significant deviations were unlikely in such a small area designated for R1 zoning. The council strongly preferred ensuring that any future development stays consistent with single-family residential use, reflecting the comprehensive plan's objectives and existing neighborhood character.

C2. 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?

The City Council reviewed whether the proposed zoning district is consistent with the goals and policies of the currently adopted Post Falls Comprehensive Plan relevant to the area under consideration. The council found that the proposal promotes well-designed development and infrastructure improvement, enhancing interconnectivity and safety, particularly by including sidewalks. The property's location and the planned street structure are deemed appropriate for the proposed R-1 zoning, aligning with the city's urban design objectives. These considerations are supported by Policy 1, which encourages well-designed and aesthetically valuable development that uses land resources optimally and enhances the residents' quality of life.

The City Council concluded that the proposed zoning district meets all the necessary criteria for the second review criterion. Frontage improvements are particularly beneficial, addressing an existing gap in pedestrian infrastructure. This enhancement will connect disjointed sidewalks, significantly improving pedestrian access and safety in an area currently outside city limits but poised for incorporation. The emphasis on creating a comprehensive network of pedestrian-friendly sidewalks aligns with Goal 6 and Policy 26. The council affirms that the proposed zoning and accompanying development plans are consistent with the goals and policies of the Post Falls Comprehensive Plan, particularly in terms of fostering a connected and safely navigable community.

C3. 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?

The Council has determined that the political subdivisions were notified, and the city received several written comments. The project will positively impact the extension of water, sewer, and roadway improvements upon development. There is no evidence of any demonstrable adverse impact on the delivery of services by any other political subdivisions. As such, the City Council finds that this criterion has been satisfied.

D. REASONED DECISION OF THE CITY COUNCIL:

ANNX-23-7, ANNEXATION AND INITIAL ZONING: Based on the record developed during the public hearing process, including the recommendation of the Planning and Zoning Commission, the City Council finds the annexation of the property in the best interest of the city and that the requested Single-Family Residential (R-1) zoning on approximately 1.21 acres meets the applicable review criteria and hereby approves the requested zoning upon the successful annexation of the property.

Date

Mayor

Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 5/7/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: Arche Annexation Reasoned Decision (ANNX-23-4)

ITEM AND RECOMMENDED ACTION:

Review and approve the submitted reasoned decision for the Arche Annexation File No. ANNX-23-4 to annex approximately 14.7-acres into the City of Post Falls with a Community Commercial Services (CCS) zoning.

DISCUSSION:

Olson Engineering requested, on behalf of Arche Idaho LLC, approval to annex approximately 14.7-acres into the City of Post Falls as Community Commercial Services (CCS). The subject site is located on the north side of E. Seltice Way and approximately 400-feet east of N. Cedar Street. The approval of the requested zoning and annexation was based on the following review criteria per PFMC 18.20.100:

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

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?

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?

The staff report outlined the future land use designation as Business/Industrial within the Maplewood Focus Area being compatible for the requested CCS zoning. Staff outlined the 14.7-acres is surrounded by incorporated City on all sides and would be supported as an infill annexation. Various goals and policies of the Comprehensive Plan were identified relevant to the annexation request (See submitted reasoned decision).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

On March 19th, 2024, City Council heard the proposal during a public hearing and approved the annexation and zoning request.

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission recommended approval of the requested Community Commercial Services (CCS) zoning on January 9th, 2024 to City Council.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Arche Annexation Reasoned Decision File No. ANNX-23-4

**Arche Annexation
File No. ANNX-23-4
City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Olson Engineering

LOCATION: Property is located on the north side of E. Seltice Way and approximately 400-feet east of N. Cedar Street.

REQUEST: Zoning recommendation of Community Commercial Services (CCS) on approximately 14.7-acres among two parcels into the City of Post Falls.

B. RECORD CREATED:

1. A-1 Annexation Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Owners Authorization Letter
5. A-5 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 YPL Comments
10. PA-2 PHD Comments
11. PA-3 PFPD Comments
12. PA-4 PHHD Comments
13. S-4 Planning and Zoning Commission Staff Report
14. S-5 Signed Development Agreement
15. S-6 Minutes 01-09-2024
16. S-7 Signed Zoning Recommendation
17. PA-5 YPL Comments
18. PA-6 KCFR Comments
19. PA-7 PFPD Comments
20. PA-8 PFHD Comments
21. PA-9 PFSD Comments
22. PA-10 DEQ Comments
23. City Council Memo
24. Testimony at the March 19, 2024, City Council public hearing including:

The public hearing was properly noticed and conducted per the requirements of Idaho Code Sections 67-6511 and 67-6509, and City Code section 18.20.060, the meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The purpose of the hearing was to afford the applicant and the public the opportunity to supply testimony and documentation to be taken by the City Council in their application of City Code section 18.20.100.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report. He testified that the applicant, Arche Idaho LLC, represented by Olson Engineering, requested annexation and rezoning of approximately 14.7 acres into Post Falls. The annexation involved designating the land for Community Commercial Services (CCS). The project is strategically located at a key entrance to Post Falls, north of Seltice Way, west of Cedar Street, and south of Interstate 90, close to the Highway 41 and I-90 interchange.

The area's current zoning within Kootenai County is large lot residential, featuring natural terrain with a steep slope abutting I-90. The proposed site would receive water and wastewater services from the city of Post Falls. The surrounding areas predominantly consist of industrial zones, with some commercial presence along Seltice Way.

Mr. Porter discussed the alignment of the proposed rezoning with the Post Falls comprehensive plan, emphasizing that the future land use map designates the area as Business Industrial. This designation supports various uses, including heavy and light manufacturing, business parks, and service commercial uses. The proposal, however, seeks a community commercial service zoning, not directly covered under the future land use's implementing zoning districts but still considered compatible due to the area's existing commercial and industrial activities per the Focus Area.

Mr. Porter also elaborated on several review criteria used to evaluate the proposal, such as consistency with the comprehensive plan's goals and policies, which aim to support a balanced economy, community prosperity, and sustainable land use patterns. The zoning is expected to enhance community services, maintain quality of life, and ensure compatibility with existing and future traffic patterns. The connectivity improvements, especially for pedestrians along Seltice Way, and the integration with ongoing transportation plans like the Highway 41 interchange project were highlighted as beneficial.

In discussing infrastructure, Mr. Porter confirmed that city services can support the proposal. He noted that the existing and planned roadways would facilitate the anticipated commercial development. Various agencies, including local emergency services, the highway district, and environmental quality departments, identified no significant adverse impacts from the proposed zoning.

Finally, Mr. Porter addressed the potential economic benefits of the annexation and zoning, suggesting that the Community Commercial Services (CCS) zoning could attract new businesses and support local economic diversification. Improved road frontage could also enhance visibility and access to businesses.

Jeramie Terzulli, Applicant

Mr. Terzulli, a land use consultant with Olson Engineering, representing Arche Idaho LLC, provided testimony regarding the annexation and zoning of a parcel into the city of Post Falls. He explained that the annexation process is guided by state statutes and local comprehensive plans, emphasizing the orderly development that annexation would promote and how it would allow connection to existing municipal water and sewer services without major disruptions to traffic on Seltice Way.

Mr. Terzulli outlined that the subject property acts as a gateway from Coeur d'Alene to Post Falls, noting that development in this area would leverage existing infrastructure and enable the city to benefit from impact and development fees. He supported the Community Commercial Services (CCS) zoning, which aligns with the area's Business Industrial future land use designation, and detailed the planned use of the site, which includes a community-focused entertainment venue, boutique business park, and potential housing or assisted living facilities.

The proposed multi-tiered development would integrate retail, office, and residential spaces,

supporting the surrounding community underserved by commercial services and reducing traffic strain on major interchanges. Mr. Terzulli also mentioned that the project would follow a phased buildout over 5 to 10 years, starting from Seltice and moving north. He concluded by saying that the project received unanimous support from the Planning and Zoning Commission, and he requested approval of the zoning change, standing ready to address further questions.

Public Testimony:

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

Deliberations: After the public hearing was completed, the hearing was closed, and the Council moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the criteria in City Code section 18.20.100.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

After examining all evidence in the record, the City Council addressed whether the proposed Community Commercial Services (CCS) zoning is consistent with the Future Land Use Map and Focus Area of the currently adopted Post Falls Comprehensive Plan. The council found that the land in question is designated as business/industrial on the Future Land Use Map, which traditionally supports industrial, heavy industrial, and light industrial uses.

During discussions, the council acknowledged that commercial uses under the proposed CCS zoning could complement the industrial nature of the area by providing necessary services in accordance with the focus area. There were substantial concerns about including residential components within this zoning. Council members emphasized that residential developments would conflict with the industrial designation and could potentially inhibit future industrial developments on neighboring parcels. Therefore, it was suggested that residential uses be expressly prohibited within the CCS zoning to maintain the area's industrial integrity.

Further deliberations considered the possibility of a development agreement explicitly excluding residential uses from the CCS zoning. This approach was deemed viable despite development agreements typically not being used for standard zones like CCS. The council believed such an agreement would ensure compliance with the Future Land Use Map's business/industrial designation and address concerns regarding the compatibility of neighboring industrial development.

The Council ultimately decided to approve the CCS zoning without including a development agreement to restrict residential development. This decision was made despite earlier concerns about potential land use conflicts. The approval was based on the broader economic and developmental benefits the commercial zoning will bring to the area. The Council determined that the potential issues arising from not restricting residential uses could be managed through future regulatory and planning measures if and when residential proposals are submitted.

C2. 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?

The City Council discussed the alignment of the proposed CCS zoning with Post Falls's comprehensive goals and policies. Members of the Council expressed support for adding

commercial and business services, which they believe are in keeping with the Comprehensive Plan. The plan emphasizes economic growth and community development, which would be supported by introducing new commercial entities and expanding business opportunities in the area.

Additionally, the proposed zoning emphasizes improving pedestrian facilities, which is a critical aspect of the comprehensive plan's focus on enhancing community infrastructure and promoting pedestrian-friendly environments. This is especially significant on the stretch of land under consideration, which could benefit from enhanced pedestrian pathways and connectivity.

The discussion also touched upon traffic patterns. The proposed development under the CCS zoning is expected to consider and improve traffic flow and safety, aligning with the comprehensive plan's policies for efficient and safe transportation networks.

Based on the discussions and the evidence presented, the City Council concludes that the proposed Community Commercial Services (CCS) zoning is consistent with the goals and policies of the Post Falls Comprehensive Plan. The CCS zoning supports the plan's objectives of fostering economic development, enhancing pedestrian facilities, and effectively managing traffic patterns.

C3. 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?

The Council has determined that the political subdivisions were notified, and the city received several written comments. The project will positively impact the extension of water, sewer, and roadway widening upon development. There is no evidence of any demonstrable adverse impact on the delivery of services by any other political subdivisions. As such, the City Council finds that this criterion has been satisfied.

D. REASONED DECISION OF THE CITY COUNCIL:

ANNX-23-4, ANNEXATION AND INITIAL ZONING: Based on the record developed during the public hearing process, including the recommendation of the Planning and Zoning Commission, the City Council finds the annexation of the property in the best interest of the city and that the requested CCS zoning on approximately 14.7-acres meets the applicable review criteria and hereby approves the requested CCS zoning upon the successful annexation of the property.

Date

Mayor

Attest

NOTICE OF RIGHTS:

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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
PUBLIC HEARINGS
MEETING DATE: 5/7/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Ethan Porter, Associate Planner
SUBJECT: Our Next Venture Zone Change File No. ZC-23-4

ITEM AND RECOMMENDED ACTION:

To review and decide whether to change the zoning on the proposed 3.1-acre site from Industrial (I) zoning to Community Commercial Services (CCS) zoning.

DISCUSSION:

McArthur Engineering, has requested on the property owner's behalf, Our Next Venture LLC, approval to rezone approximately 3.1-acres from Industrial (I) zoning to Community Commercial Services (CCS) zoning. The property is generally located at the SW corner of N. Cedar St. and E. Seltice Way. The approval of the requested zoning is based on the following review criteria per PFMC 18.20.100:

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

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?

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?

The staff report outlined the future land use designation as Commercial within the Maplewood Focus Area being compatible with the requested CCS zoning. Staff outlined the site is currently underutilized and future development may help with pedestrian networks and overall connectivity for this stretch of E. Seltice Way. Various goals and policies of the Comprehensive Plan were identified relevant to the zone change request (See submitted Staff Report packet).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

Planning and Zoning Commission recommended a zone change on the 3.1-acre site to Community Commercial Services (CCS) zoning to City Council on the March 12th, 2024, public hearing.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Supporting Documents
2. Exhibit S-4: Planning and Zoning Commission Staff Report
3. Exhibit S-5: Signed Minutes 3-12-2024
4. Exhibit S-6: Signed Zoning Recommendation
5. Exhibit PA-6: PFSD Comments
6. Exhibit PA-7: KCFR Comments
7. Exhibit PA-8: YPL Comments
8. Exhibit PA-9: DEQ Comments
9. Exhibit PC-1: Burns Comments

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-4: Planning and Zoning Commission Staff Report

Exhibit A-1 – Application

Exhibit A-2 – Narrative

Exhibit A-5 – Authorization Letter

Exhibit A-6 – Vicinity Map

Exhibit S-1 – Vicinity Map

Exhibit S-2 – Zoning Map

Exhibit S-3 – Future Land Use Map

Exhibit PA-1 – YPL comments

Exhibit PA-2 – PFHD comments

Exhibit PA-3 – PFPD comments

Exhibit PA-4 – DEQ comments

Exhibit PA-5 – PFSD comments

Exhibit S-5: Minutes 10-10-2023

Exhibit S-6: Signed Zoning Recommendation

Exhibit PA-6: PFSD comments

Exhibit PA-7: KCFR comments

Exhibit PA-8: YPL comments

Exhibit PA-9: DEQ comments

Exhibit PC-1: Burns comments

**CITY OF POST FALLS
STAFF REPORT**

DATE: March 6, 2024

TO: POST FALLS PLANNING AND ZONING COMMISSION

FROM: ETHAN PORTER, ASSOCIATE PLANNER • eporter@postfalls.gov • 208-457-3353

SUBJECT: STAFF REPORT FOR THE MARCH 12th, 2024, P&Z COMMISSION MEETING
OUR NEXT VENTURE ZONE CHANGE: File No - ZC-23-4

INTRODUCTION:

Scott McArthur, McArthur Engineering, has requested on the property owner's behalf, Our Next Venture LLC, approval to rezone approximately 3.1-acres from Industrial zoning to Community Commercial Services (CCS) zoning district. The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning change request per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.16.010 and 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action. The approval criteria for establishing zoning are:

1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?
2. Is the proposed zoning district consistent with the goals and policies contained in the currently adopted Post Falls Comprehensive Plan that are relevant to the area under consideration?
3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

PROJECT INFORMATION:

Project Name / File Number: Our Next Venture Zone Change File No. ZC-23-4

Applicant: Scott McArthur, McArthur Engineering, PO Box 2488, Post Falls ID 83877

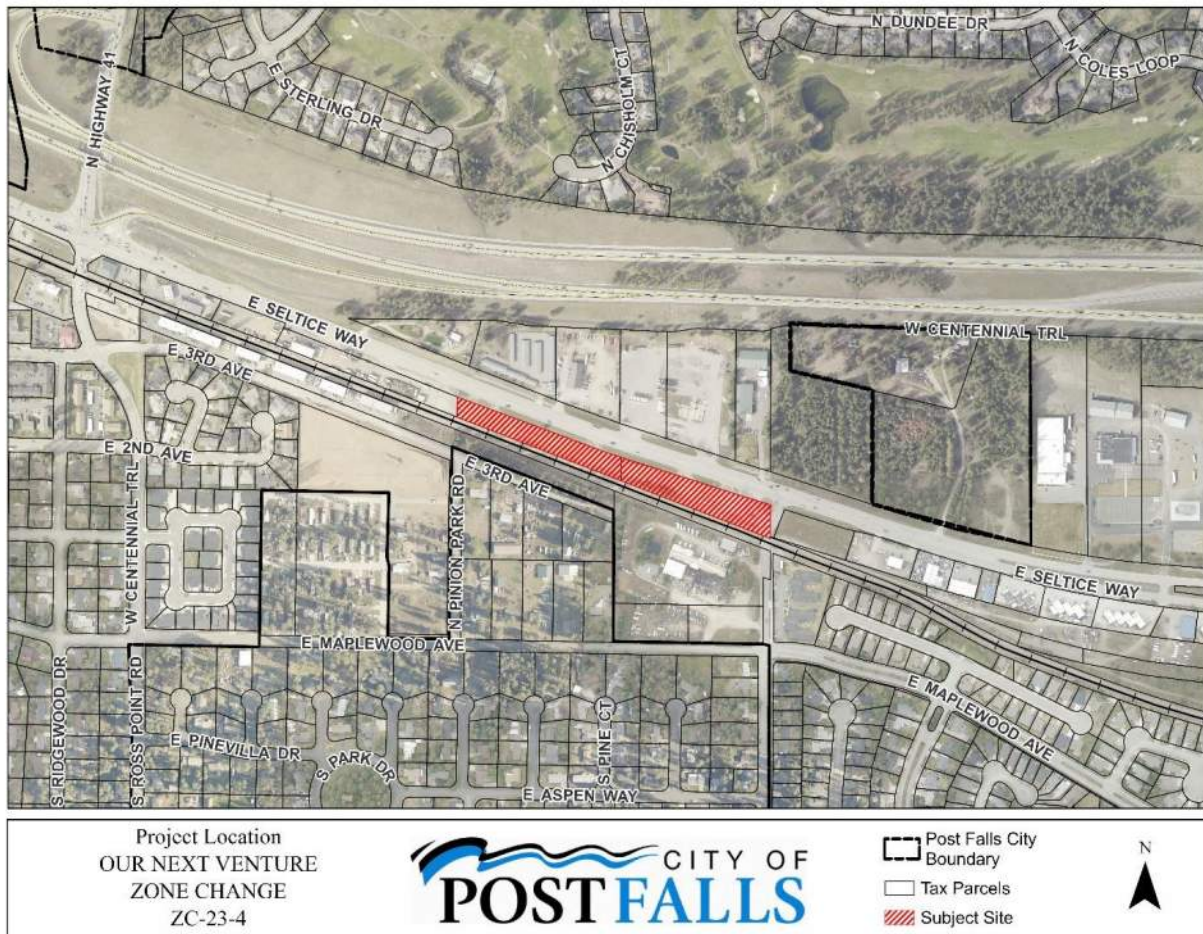
Owner(s): Stan Groves, Our Next Venture LLC, PO Box 3567, Post Falls, ID 83877

Project Description: Rezone approximately 3.1-acres from an industrial zoning district to a Community Commercial Services (CCS) zoning district.

Project Location: The property is generally located at the SW corner of N. Cedar St. and E. Seltice Way.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located to the north across E. Seltice Way includes a truck fueling station, a fabrication company, and a vacant rental business. South of the subject site would be the railroad right-of-way and directly east across N. Cedar St. is a vacant undeveloped property. West of the subject site includes an RV/truck repair business with a gas station.

Area Context Vicinity Map:**EVALUATION OF ZONING APPROVAL CRITERIA:**

The following section provides the staff analysis pertaining to the establishment of zoning. The zone change review criteria set forth within the Post Falls Municipal Code sections 18.16.010 and 18.20.100 are cited within the following staff analysis in **BOLD**. This review criteria provides the framework for decision making for the Planning Commission and City Council.

ZONE CHANGE REVIEW CRITERIA

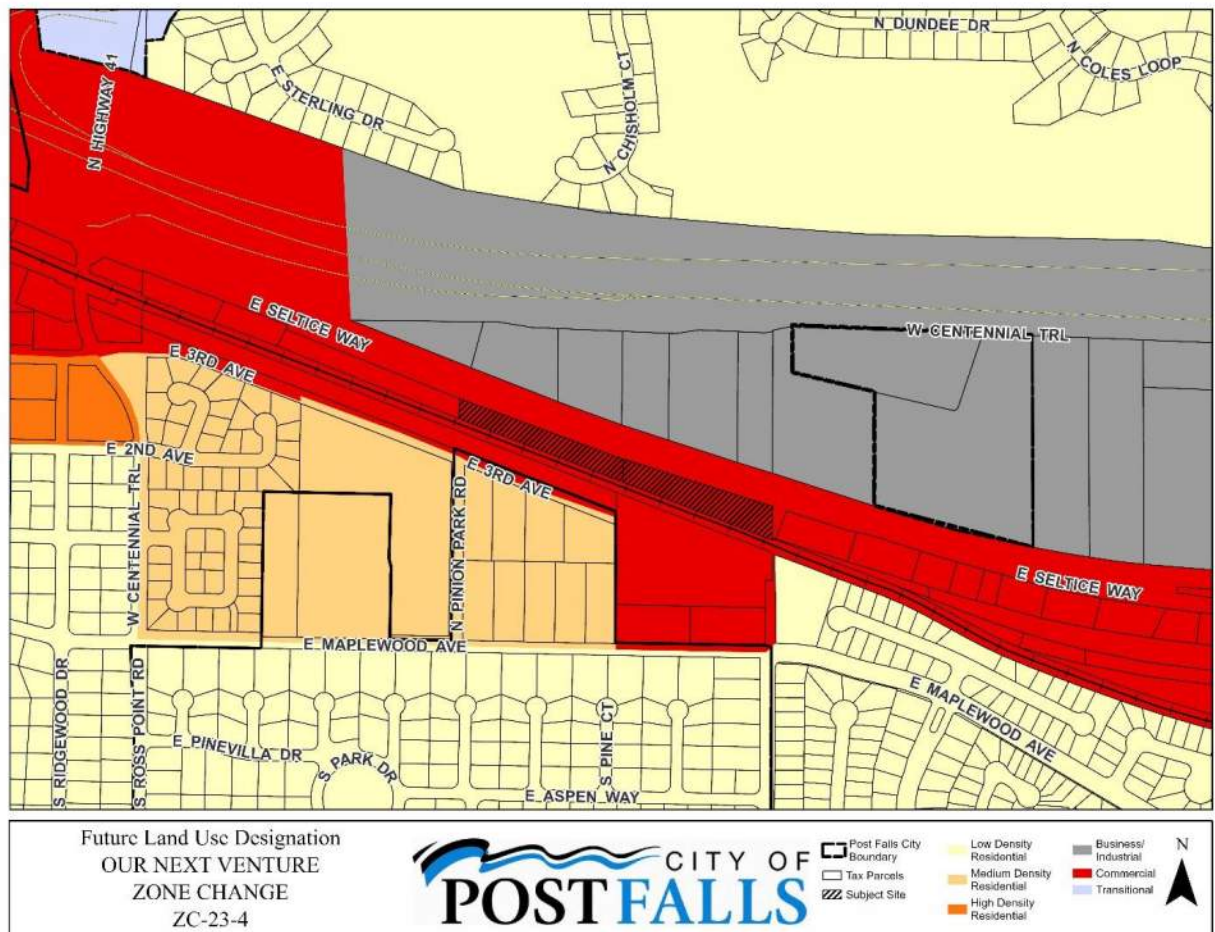
- 1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?**

The Commercial land use designation provides for a wide variety of general service, retail, professional office, and mixed (commercial and multi-family) uses that serve local and regional residents as well as the traveling public. The Commercial category generally applies to regional and community shopping centers and professional office developments. Retail and Office Commercial areas are generally located throughout the city along major arterial streets. Typical building types include commercial buildings, shopping centers, and office buildings. Future changes to Retail and Office Commercial areas are expected to include additional commercial and

mixed-use developments that create a more pedestrian oriented commercial centers and corridors mixed with multifamily housing.

Implementing Zoning Districts: CCM, LC, **CCS**, SC4, SC5, Per Focus Area

Future Land Use Map:



The proposed zone change is located within the Maplewood Focus Area. This Focus Area states the following in the Comprehensive Plan:

Post Falls reaches east of Highway 41, extending to the small town of Huetter and Coeur d'Alene. This eastern lobe consists of a variety of different uses, with the freeway, railroad tracks, the Centennial Trail and the Spokane River separating it into distinct east-west character areas. The residential areas will likely not change much, but the commercial district along this portion of Seltice and the Centennial Trail will soon be ripe for reinvestment. Coeur d'Alene's westward expansion has brought new attention to this arterial street, and the older industrial, warehousing, and manufacturing uses may evolve into new commercial and residential development, both of which could take advantage of the trail connections, relative proximity to the river and convenient access to both Coeur d'Alene's Riverstone district and central Post Falls.

The following items affirm or guide development of key policies for this area, or suggest future action items for the Seltice Central Focus Area:

- Promote infill development;

- Prioritize infill annexations;
- Encourage development that is interconnected, including pedestrian access to multi-use paths, parks, schools, and trails;
- Focus provisions for Multi-Family, Commercial and Industrial uses along Seltice Way
- Look for opportunities to beautify and add gateway signage along the Seltice Corridor, corresponding with Coeur d'Alene's westward expansion.

Staff Comment: This property is currently underutilized, and portions are vacant. Infill development and approval of this annexation may help provide for further uses within the City while providing more of an aesthetic appeal along E. Seltice Way. Rezoning may help encourage develop and provide further pedestrian access with the improvements to the frontage that comes with development.

- 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;** Goals and Policies (listed by policy number) that may be relevant to this annexation request are shown below, followed by staff comments.

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

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

Staff Comment: In seeking long-term prosperity, residents understand the need to build economic diversity – capitalizing on access to neighboring job centers as well as developing a strong business base within City limits. This plan supports strategies that build and sustain a diverse, balanced economic base, retain existing quality of life assets, and help keep Post Falls prosperous.

Goal 6: Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives.

Staff Comment: All cities require functional, resilient transportation networks providing for the flow of people and materials. In assisting with this plan, residents urged improvements to the existing fabric and criteria that provide a full-featured street network for Post Falls, improving the efficiency, function and value of the City. Residents also recognize the importance of transit services, as well as connectivity to regional ground, rail and air transportation systems. With development of the site, required roadway and pedestrian improvements would be provided.

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

Staff Comment: Commercial development may be beneficial to assist with providing community prosperity and fiscal health as they generally provide the higher valued parcels and investments with diverse land uses.

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

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

Staff Comment: Impact Fees are paid at the time of permit issuance to assist in mitigating impacts and maintain/enhance community levels of service.

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

Staff Comment: The rezone may provide the opportunity for additional new business(es) that may help further long-term fiscal health of the community.

- Maintain and enhance resident quality of life;

Staff Comment: The proposed CCS zone could potentially enhance the resident's quality of life in that area by providing safer and better pedestrian access to the future businesses of that area.

- Promote compatible, well-designed development;

Staff Comment: Development will be required to meet City design standards through the Site Plan Review process.

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

Staff Comment: Transportation impacts, and sewer and water capacity are reviewed by City staff. Any anticipated inadequacies identified are addressed and/or have a plan on how to be brought into compliance with the relevant master plans. Sanitary Sewer and Water are available along the properties frontage and have capacity for the proposed zoning. Access would be controlled based on the City's Access Management Standards.

Policy 2: Apply or revise zoning designations with careful consideration of factors including:

- Future land use mapping;

Staff Comment: As stated previously in this report this area is designated as future commercial and this category provides for a variety of typical retail and office uses. Commercial zoning should help facilitate these types of developments as well as compliment the surrounding commercial activity within the Seltice corridor.

- Compatibility with surrounding land uses;

Staff Comment: Currently the surrounding land uses, from the Project Information section of this report, is compatible as the subject site is partially vacant and underutilized. Surrounding the site is other commercial and some industrial developments, which would not be incompatible.

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer for the location is currently located adjacent to the subject property and existing buildings upon the property are serviced by the City's water reclamation system. The property requesting the zone change is identified in the City of Post Falls Water Reclamation Master Plan as being serviced by the referenced sewer main. The requested zoning is in conformance with the land use assumptions within the City's Water Reclamation Master Plan.

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

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

Water would be serviced by the City of Post Falls. A water main is currently located adjacent to the property and service is provided to the existing buildings upon the subject property. The property requesting the zone change is identified in the City of Post Falls Water Master Plan as being serviced by the referenced water main. The requested zoning is in conformance with the land use assumptions within the City's Water Master Plan.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to Seltice Way, a principal arterial and critical arterial corridor. The Signalized intersection of Seltice Way / Cedar St. is located at the northeast corner of the property. Frontage improvements along Seltice Way and Cedar St. would be required with site development. Access would be reviewed at the time of site development and would be required to comply with City Access Standards.

The site is benefitted by Seltice Ways access to other local and regionally significant roadways.

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

Staff Comment: The response to this is embedded within the analysis within this section.

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

Staff Comment: The subject site would be considered a redevelopment opportunity for better utilization and compatibility along E Seltice Way.

Policy 26: Maintain and improve the continuity of sidewalks, trails, and bicycle paths in Post Falls.

Staff Comment: Through the site plan review process the frontage improvements would need to be constructed, which may improve upon the continuity of sidewalks, trails and bicycle paths.

Policy 86: With the local business community, work to enhance, sustain and diversify the local economic base by:

- Helping retain, promote and expand existing businesses and industry;
- Supporting innovative, entrepreneurial enterprises;
- Supporting opportunities related to business "campus" and mixed-use models;
- Coordinating provision of workforce housing;
- Attracting new businesses and clean industry.

Staff Comment: Additional commercial zoning and redevelopment opportunity may help to expand existing businesses as well as attract other businesses to the area. In turn this may help to diversify the local economic base and create further local businesses.

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.

Staff Comment: At this point in time there have been no identified “Demonstrable Adverse Impacts upon the delivery of services by any political subdivision providing public services within the city”.

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Agencies Notified:

Post Falls Post Office	PF Park & Rec	East Greenacres Irr. District
Kootenai County Fire	Kootenai Electric	Time Warner Cable
PF Highway District	Ross Point Water	PF Police Department
PF School District	Verizon	Utilities (W/WW)
Avista Corp. (WWP-3)	Idaho Department of Lands	Urban Renewal Agency
Department of Environmental Quality	Panhandle Health District	Kootenai County Planning
Conoco, Inc. (Pipeline Co.)	NW Pipeline Corp.	KMPO
Yellowstone Pipeline Co.	TransCanada GTN	TDS

OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:

Exhibit PA-1 YPL – No comments
Exhibit PA-2 PFHD – No comments
Exhibit PA-3 PFPD – Remains neutral
Exhibit PA-4 DEQ – No comments
Exhibit PA-5 PFSD – No comments

PUBLIC PROCESS: Notice of the proposed annexation was sent to appropriate jurisdictions and mailed to property owners within 300 feet of the proposed project on February 16, 2024. Notice has been published in the Coeur d’Alene Press on February 20, 2024. The property was posted on March 1, 2024.

MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to City Council. Should the Commission need additional information or wish to hear additional testimony, it may wish to move to continue the public hearing to a date certain. If the Commission has heard sufficient testimony but needs additional time to deliberate and make a recommendation, it may close the public hearing and move the deliberations to a date certain.

ATTACHMENTS:

Applicant Exhibits:

Exhibit A-1	Application
Exhibit A-2	Narrative
Exhibit A-3	Title Report
Exhibit A-4	Radius Report
Exhibit A-5	Owner Authorization

Exhibit A-6	Vicinity Map
<u>Staff Exhibits:</u>	
Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map

Testimony:

Exhibit PA-1	YPL Comments
Exhibit PA-2	PFHD Comments
Exhibit PA-3	PFPD Comments
Exhibit PA-4	DEQ Comments
Exhibit PA-5	DEQ Comments

ZC-23-4

Applicant

 Scott McArthur
 (208) 964-0481
 scott@mcArthur-eng.com

Applicant Information

Applicant Type

Engineer

Phone

2084463307

Address

PO Box 2488

Applicant Name

Scott McArthur

Email

scott@mcArthur-eng.com

City, State & Zip Code

Post Falls, Idaho 83877

Owner Information

Name

Stan Groves

Phone

208.659.7263

Address

PO Box 3567

Company

Our Next Venture LLC

Email

stan@truenorthpx.com

City, State & Zip Code

Post Falls, Idaho 83877

Amendment Information

New Field

Our Next Venture LLC Zone Map Amendment Request

Description of Project/Reason for Request

Our Next Venture LLC Zone Map Amendment Request from Industrial to CCS - See Narrative

Tax Parcel Number

P885000D000A & P00000065000

Adjacent Zoning

CCS, Industrial, R-1S

Adjacent Land Use

Commercial, Vacant, Residential

Existing Zoning

Industrial

Current Land Use

Vacant

Proposed Zone

CCS

Exhibit A-1

Application Certification

The applicant (or representative) must be present at the public hearing to represent this proposal or the application will not be heard. The applicant will be responsible for costs to re-notice the public hearing.

true

I (We) the undersigned do hereby make petition for a modification of the zoning classification contemplated by the property described in this application and do certify that the information contained in the application and any attached exhibits herewith are accurate to the best of my (our) knowledge. I (We) further acknowledge that any misrepresentation of the information contained in the application may be grounds for rejection of the application or revocation of a decision rendered. I (We) understand that the City Administrator may decline this application if required information is deficient and/or the application fee has not been submitted. I (We) acknowledge that City staff may, in the performance of their functions, take photographs and/or make measurements of the property under consideration as deemed necessary. I (We) hereby certify that I am (we are) the owner or co-owner or authorized buyer of the property upon which the land use action is being located, or that I (we) have been vested with the authority to act as agent for the owner or contact buyer.

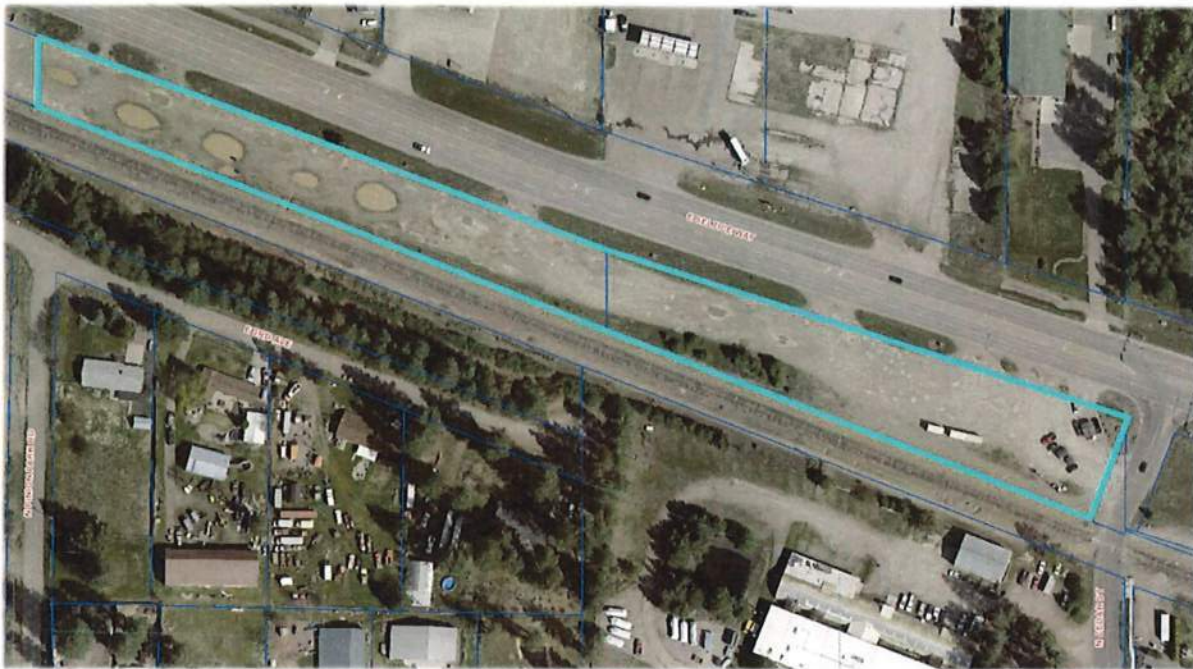
true

December 2023

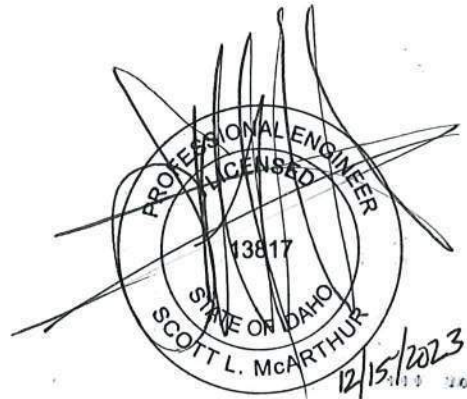
Our Next Venture ZONE MAP AMENDMENT City of Post Falls, Idaho



- **Summary:** The purpose of this narrative shall be to outline the proposed Zone Map Amendment for the below listed properties, in the City of Post Falls, Idaho. The project is located on the Southwest corner of East Seltice Way and North Cedar Street in Section 06, Township 50 North, Range 04 West, Boise Meridian, Kootenai County, City of Post Falls, Idaho.



- **Parcel Numbers:** P-0000-006-5000 & P-8850-00D-000-A (*City of Post Falls, Idaho*)
- **AINs:** 142297 & 104397
- **Property Owner:** Our Next Venture LLC
Contact: Stan Grove
PO Box 3567
Post Falls, Idaho 83877
Tel: 208.659.7263
- **Existing Zoning:** I (Industrial)
- **Proposed Zoning:** CCS (Community Commercial Services)

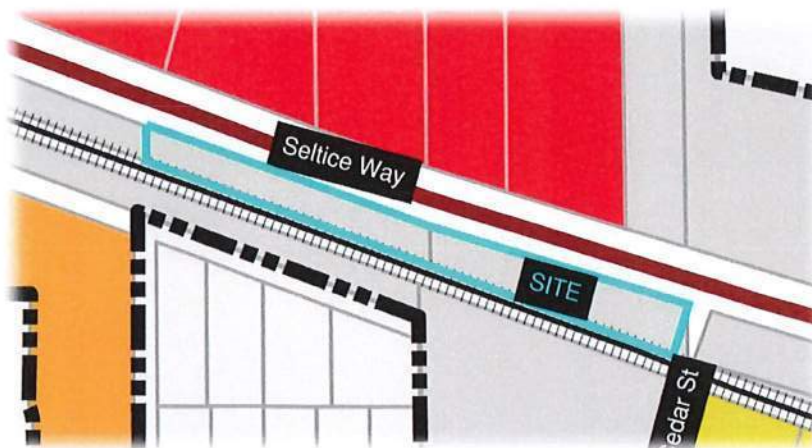


Page 1 Zone Map Amendment

Exhibit A-2

• **Surrounding Zoning and Use** (*City of Post Falls Zone Map Updated 04-25-2023*):

- North: I & CCS
 - These parcels are developed with a storage facility, a truck fueling station, and a fabrication company.
- South: I & R-3
 - These parcels are developed with an RV/Auto Dealership, and or as vacant land. Some of the secondary properties are not located in the City of Post Falls (Kootenai County) and are used as single-family residential properties.
- East: I & R-1
 - These parcels are developed with an assisted living facility, and or are vacant parcels, within the City of Post Falls.
- West: I & CCS
 - These parcels are developed with an RV/Truck Repair Facility, and a gas station.



CITY OF POST FALLS ZONING MAP

LEGEND

CCS	R-1-S	SC3
CCM	R-1	SC4
LC	R-2	SC5
TM	R-3	SD1
HI	RM	PR
I	RMHP	

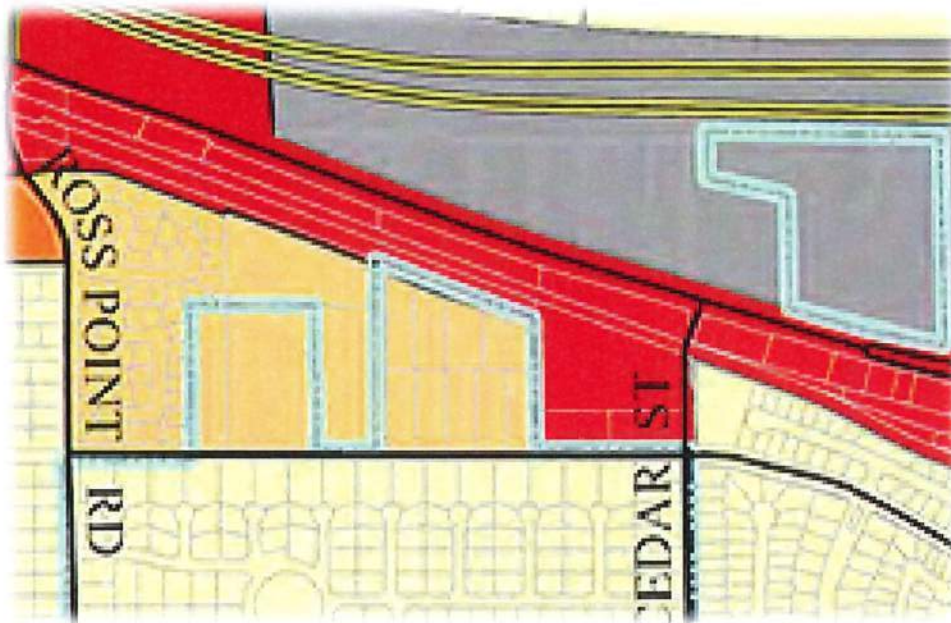
City of Post Falls – Zoning Map

• **Proposed CCS Zoning Setbacks:**

- The proposed Zone Map Amendment request will allow this otherwise restricted property (limited depth) to be developed in a manner that will allow for the most beneficial use of the two (2) parcels of land. The CCS setbacks are as follows:
 - Front: 0 feet
 - Rear: 0 feet
 - Interior Side: 0 feet
 - Street Side: 0 feet

- Future Structure Development may require fire walls for setbacks less than 10'.

City of Post Falls Comprehensive Plan Compliance:



City of Post Falls – Future Land Use Map

1. Population and Growth

The addition of the proposed commercial development would alleviate the limited availability of commercial space in this relatively underdeveloped portion of the City of Post Falls.

- There is a desperate need for affordable commercial leasing and ownership opportunities in the City of Post Falls. The location of this proposed property is ideal for future commercial use, with the ability for patrons to access the site safely from both Seltice Way and Cedar Street.

2. Economic Development

Development of the site would increase commercial opportunities in the area of this property and provide a much-needed service for highway commercial frontage and the residential properties and uses in this area.

- Commercial businesses in Post Falls often times rely on other commercial businesses to spur traffic and drive the availability of resources to serve our growing population, which will drive economic development in this otherwise undeveloped portion of the City of Post Falls.

3. Future Land Use

City of Post Falls designates this area as “Commercial” in the Future Land Use Map which is concurrent with the proposed Zone Map Amendment Request.

- The proposed Future Land Use Map most likely identified this area as “Commercial” due to the ease of access, available services, and the vast residential housing near this property, making it ideal for commercial development.

4. Natural Resources

There are no known impacts to area natural resources that would otherwise be affected by this Zone Map Amendment Request.

- The property in question is considered “in-fill” property, located in an area of the City of Post Falls that has previously been developed with Industrial, Commercial, and Residential uses, and there are no known impacts that will affect the existing natural resources we strive to protect in our community.

5. Public Facilities, Utilities, and Services

▪ Water and Sewer System Capacity

Per the City of Post Falls, the existing water and sewer infrastructure in this area has the capacity to serve any future commercial development on this property. There is an existing City of Post Falls PVC water main (12”) located in East Seltice Way, and there are three (3) existing fire hydrants fronting the property. There is an existing City of Post Falls PVC sewer main (8”) in East Seltice Way, with four (4) existing sewer manholes fronting the subject property.

▪ Dry Utilities

The existing pertinent dry utilities for commercial development are currently located in the public right of way adjacent to the property, and or on the subject property. These existing services currently serve, and are designed to serve, industrial, commercial, and residential growth in this part of the City of Post Falls, being designed for existing use, and future expansion.

6. Transportation

The development of this property in any fashion will have the potential to increase traffic along Seltice Way and Cedar Street. The proposed commercial use of this property, with an adequate means of ingress/egress to/from Seltice Way, and Cedar Street, through the existing traffic light at this intersection, should minimize the impact of this development on the local transportation system in the area of this development, and alleviate the need for those living and or working near this property from having to drive beyond this site for various commercial needs.

7. Cultural and Historic Resources, Housing, and Community Design

No cultural or historic resources have been identified on the subject property per our cursory analysis, and the previous owner’s assessment of the property. The property, with the approval of this zone map amendment, will be suited well for future commercial use, in kind with the existing surrounding land uses, and or supportive commercial uses that will allow those living and or working near this property to have available commercial needs in an easily accessible area. We believe the Community Design for this area, as illustrated on the Future Land Use Map, was for this property to developed with a commercial use, which is also evident when looking at the commercial uses that are in the vicinity of this property.

Zone Map Amendment Approval Criteria:

The following Zone Map Amendment review and approval criteria can be found in the City of Post Falls Municipal Code, Section 18.20.100:

1. **Comprehensive Plan – Future Land Use Map**

The proposed zoning district for this property (CCS – Community Commercial Services) is consistent with the Future Land Use Map and Focus Area contained in the adopted Post Falls Comprehensive Plan, as previously stated above.

2. **Comprehensive Plan Goals and Policies**

The proposed zoning district requested for the subject property (CCS) is consistent with the Goals and Policies contained in Appendix B of the City of Post Falls Comprehensive Plan, with specific relevance to the area under consideration.

The requested CCS zoning will allow for economically feasible commercial development in this underdeveloped portion of the City, on property that is otherwise dimensionally constrained by depth, and adjoining rights of way. The current Industrial zoning designation would require any development on the property to have structural setbacks, that will further impact structure size, use, and site mobility. The proposed zoning, CCS, would eliminate those setbacks, giving the land owner the ability to utilize those setbacks, which do not affect neighboring parcels, or adjacent land rights.

The following shall outline how the above noted Goals and Policies are affected by this request:

Goals:

- Grow and sustain a balanced, resilient economy for Post Falls, providing community prosperity and fiscal health.
 - This area of Post Falls is currently underdeveloped, and the land in question is, and has always been, located in a prime area for commercial growth, but has otherwise been constrained by its current zoning development standards.
- Maintain and improve the provision of high-quality, affordable, and efficient community services in Post Falls.
 - Commercial services in this area would improve access to commercial needs in this area, and may potentially result in reduced traffic loads that currently impact those driving by this site to get to those same commercial services further into the City of Post Falls.
- Maintain and improve the Post Falls small-town scale, charm, and aesthetic beauty.
 - The property in question is located in an area that is prime for commercial growth. The property is surrounded by public and rail road rights of way, and future development would be inclusive of local business and services that would support our local economy.

- Sustain the historic city center as the “heart” of Post Falls, bringing the community together and enhancing its commercial, service, and civic vitality.
 - While this property is not located at the heart of the City of Post Falls, the services that would be developed could potentially provide services that may not be essential for City center development.
- Keep Post Falls neighborhood safe, vital, and attractive.
 - The development of this prime vacant property could help improve this area of the City of Post Falls by reducing unsightly vegetation or abandoned vehicles, while at the same time improving the aesthetics of the area, and spurring further revitalization of adjacent properties.
- Maintain and improve Post Falls transportation network, on pace, and in concert with need and plan objective.
 - The development of this property under the CCS zoning designation may allow for services that could otherwise alleviate traffic counts in and or around this property by providing those who live and work in this area commercial services that are currently missing.
- Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City’s long-term sustainability.
 - Commercial development, as outlined in the Comprehensive Plan, is desired in this area of the City of Post Falls, and essential for the projected growth of the City.
- Protect and maintain Post Falls natural resources including clean air, soils, river, aquifer, and minimizing light and noise pollution citywide.
 - The future development of this vacant property will be in-kind with surrounding land uses and will utilize existing infrastructure that is already developed in adjacent rights of way. All future development will be required to have lighting that meets City requirements with respect to how it affects neighboring parcels, and the CCS zoning designation would have services that would be less of an impact on neighbor property owners, when compared to the current Industrial zoning designation already overlaying the property.
- Sustain and expand Post Falls arts, cultural, and civic environment.
 - A CCS zoning designation on this property could provide commercial opportunities for business and services that support cultural and or civil events in the City of Post Falls.

- Maintain the City of Post Falls long-term fiscal health.
 - A CCS zoning designation on this property should expand commercial development opportunities in this area of the City of Post Falls, and allow for the financially, and aesthetically pleasing development of this land in a manner that will benefit the City.

Policies:

- Support land use patterns that:
 - Maintain or enhance community levels service.
 - Foster the long-term fiscal health of the community.
 - Maintain and enhance resident quality of life.
 - Promote compatible, well-designed development.
- The future development of this property, under the CCS zoning designation, would provide opportunities for commercial uses in this area that are otherwise located further in town, thus meeting all policies stated above.
- Apply or revise zoning designations with careful consideration of factors including:
 - Future land use mapping.
 - Compatibility with surrounding land uses.
 - Infrastructure and service plans.
 - Existing and future traffic patterns.
- This Zone Map Amendment request considered each item listed in this policy, and we feel any future development on this land, under the requested zoning designation will be consistent with the intentions specified under this policy.
- Encourage development patterns that provide suitably scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive.
 - This area of the City of Post Falls is underdeveloped. The proposed zoning classification will permit the development of his property to include services that will be within walking distance of adjacent residential, commercial, and industrial developments that are developed, or will be developed in this area of the City.
- Encourage compact, pedestrian-oriented, mixed-use development patterns along the ID-41 corridor and in neighborhood and regional centers.
 - This land is within the vicinity of the Highway-41 corridor, and future CCS permitted uses that may be developed on this land should compliment those uses along the above stated route, which is currently being improved to support the traffic at the Interstate-90/Seltice Way/Highway 41 interchange.

- Direct the location of commercial shopping centers to areas near arterial intersections and high-traffic areas.
 - The intention of this request shall be classify the zoning on this property in a manner that allows for commercial services to be along Seltice Way, which is a high traffic area in the City of Post Falls, but with direct access to and from Cedar Street, for those living in the residential areas that are nearby.
- Encourage the development of off-corridor access and circulation for commercial and mixed-use areas abutting limited-access arterials.
 - The intention of this request shall be classify the zoning on this property in a manner that allows for commercial services to be along Seltice Way, which is a high traffic area in the City of Post Falls, but with direct access to and from Cedar Street, for those living in the residential areas that are nearby.
- Encourage compatible infill development and redevelopment of vacant and under-utilized properties within City limits.
 - This policy was the primary focus of this Zone Map Amendment request. The reclassification of zoning on this property to CCS, from Industrial, will allow for this otherwise vacant land, that has restrictions caused by the zoning designation and adjoining rights of way, will allow for financially feasible commercial development opportunities, in this area of development in-fill, in the City of Post Falls, to support the residential, commercial, and industrial services that are currently and or proposed for this portion of the City of Post Falls.
- Prioritize location of new industrial development in areas that provide:
 - Close proximity to major transportation facilities.
 - Sitting near existing industrial uses, where possible.
 - Cost-effective access to utilities and services.
 - Ability to minimize trucking through residential areas.
 - While we feel this is an important policy for the City of Post Falls, we feel this specific property is not ideal for Industrial development, due to the close proximity to residential developments, and or other commercial services that do not require industrial classifications that are otherwise suited for other areas in the City.
- Ensure new industrial uses near residential areas do not create noise, odor, air, or visual pollution beyond that normally associated with residential uses.
 - Again, it is our belief that Industrial growth is essential for the City, but this specific property, is located near residential developments, and is not suited for Industrial development that could potentially create noise, odor, air, or visual pollution, that may otherwise be restricted through CCS design standards and permitted uses.

- Coordinate use patterns along the I-90 corridor to take advantage of access and visibility while enhancing Post Falls' regional image.
 - This Zone Map Amendment request took into consideration the location of this property, and how it relates not only to Interstate-90/Highway-41/Seltice Way interchange (under construction), but also to the adjoining residential and commercial land uses, or future land uses. Accessibility to future commercial services both from the adjoining land uses, and the above roadways will enhance the City of Post Falls' ability to serve those living, working, and or traveling through this underdeveloped region of the City.
 - Encourage space-efficient, attractive street and development patterns in Post Falls' city center, typically featuring:
 - An interconnected, grid-form streets network.
 - Contiguous buildings that abut public rights-of-way.
 - First-floor commercial uses with active storefront facades.
 - On-street parking.
 - Off-street parking to the side, rear, below or on upper stories of buildings.
 - Utilization of alleys for service and accessory parking access.
 - Ample sidewalks and frequent, well-defined crosswalks.
 - Street trees and landscaping.
 - Pedestrian-scale lighting, benches, and other street furnishings.
 - This area is prime for commercial services, and commercial growth, due to its proximity to residential housing, which is why we feel the Comprehensive Plan designated this land for commercial use, and not Industrial use, as it is currently zoned. Development standards will require the landowner and future project proponent to implement the above required development improvements and landscaping needed to support the future commercial services that will be available on this property.
3. Will the proposed zoning request create a Demonstrable Adverse Impact?
The proposed zoning district requested will not create a Demonstrable Adverse Impact on the City of Post Falls ability to deliver/distribute public services within the limits of the City of Post Falls. The ease of access to this subject property, and the availability of adjacent existing utilities (with capacity) will minimize impacts to the public rights of way and provide accessibility for those who live and work near this proposed commercial property.

AUTHORIZATION LETTER

Know all men by these presents that the undersigned does hereby authorize
McARTHUR ENGINEERING COMPANY LLC (ME)
 to formally act on my behalf with respect to all matters relating to:

Project: Our Next Venture LLC – Seltice Way Development

Parcels: P0000065000 & P885000D000A (City of Post Falls, Idaho)

With this authorization **ME**, and their authorized representatives have the authority to provide professional engineering services for the above project in accordance with the Client's signed scope of service. The signee of this document agrees that **ME** is not legally responsible for this project, the conditions of approval, quantities, or financial decisions that are to be made by the Client, etc. Further, by signing this document, the signee hereby agrees that they are the legal property owner, and or the legal entitled developer of this project with written consent from the legal authorized property owner, and do hereby authorize the above to perform to contracted duties described in the project's signed scope of service.

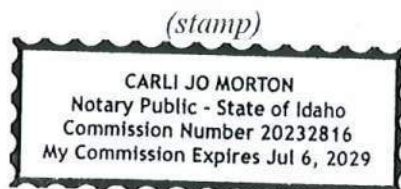
Client (Printed Name): Julie Groves

Client (Signature):  Date: 10/25/2023

Client agrees, by this document, that proper legal documentation is in place for **ME** to enter the property associated with this project, and to complete the services outlined in this scope. If the Client is not the property owner, the Client shall provide written consent from property owner to **ME** for liability reasons. Said written consent will also be required by the reviewing agency.

On this 25th day of October, 2023

I personally witness the above noted party execute this document authorizing **ME** to provide professional engineering services on their behalf for the specific tasks listed in their contractual agreement.

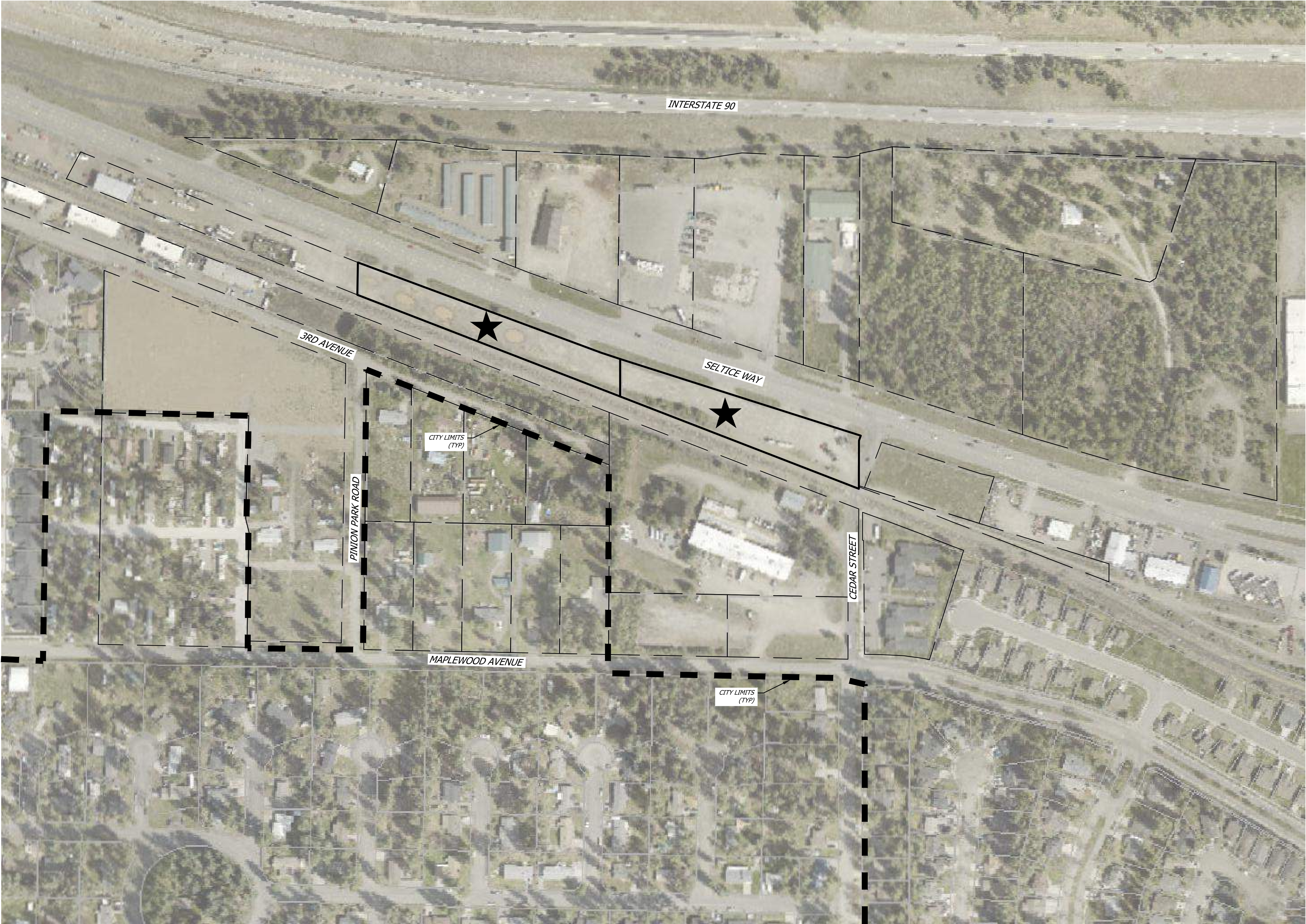




Notary Public in and for the *State of Idaho*

Residing at: Coeur d'Alene, ID

Exhibit A-5



PARCEL INFORMATION:
OWNER: OUR NEXT VENTURE LLC
PO BOX 3567
POST FALLS, ID 83877
SITE ADDRESS: TBD EAST SELTICE WAY
POST FALLS, ID 83854
PARCEL/AIN: P-0000-006-5000 / 142297
P-8850-000-000-A / 104397
TWN/RNG/SEC: 50N / 04W / 06
SIZE: 3.31 ACRES
ZONING: CURRENT: INDUSTRIAL (CITY OF POST FALLS)
PROPOSED: CCS (CITY OF POST FALLS)
HIGHWAY: POST FALLS HIGHWAY DISTRICT
POWER: AVISTA
GAS: AVISTA

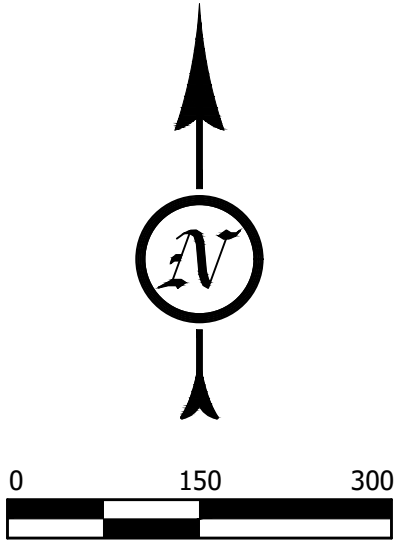


Exhibit A-6

OUR NEXT VENTURE
ZONING EXHIBIT
CITY OF POST FALLS, IDAHO

EXHIBIT

SHEET #
1.0

PROJECT #
ME2023-040

DATE
12/15/2023

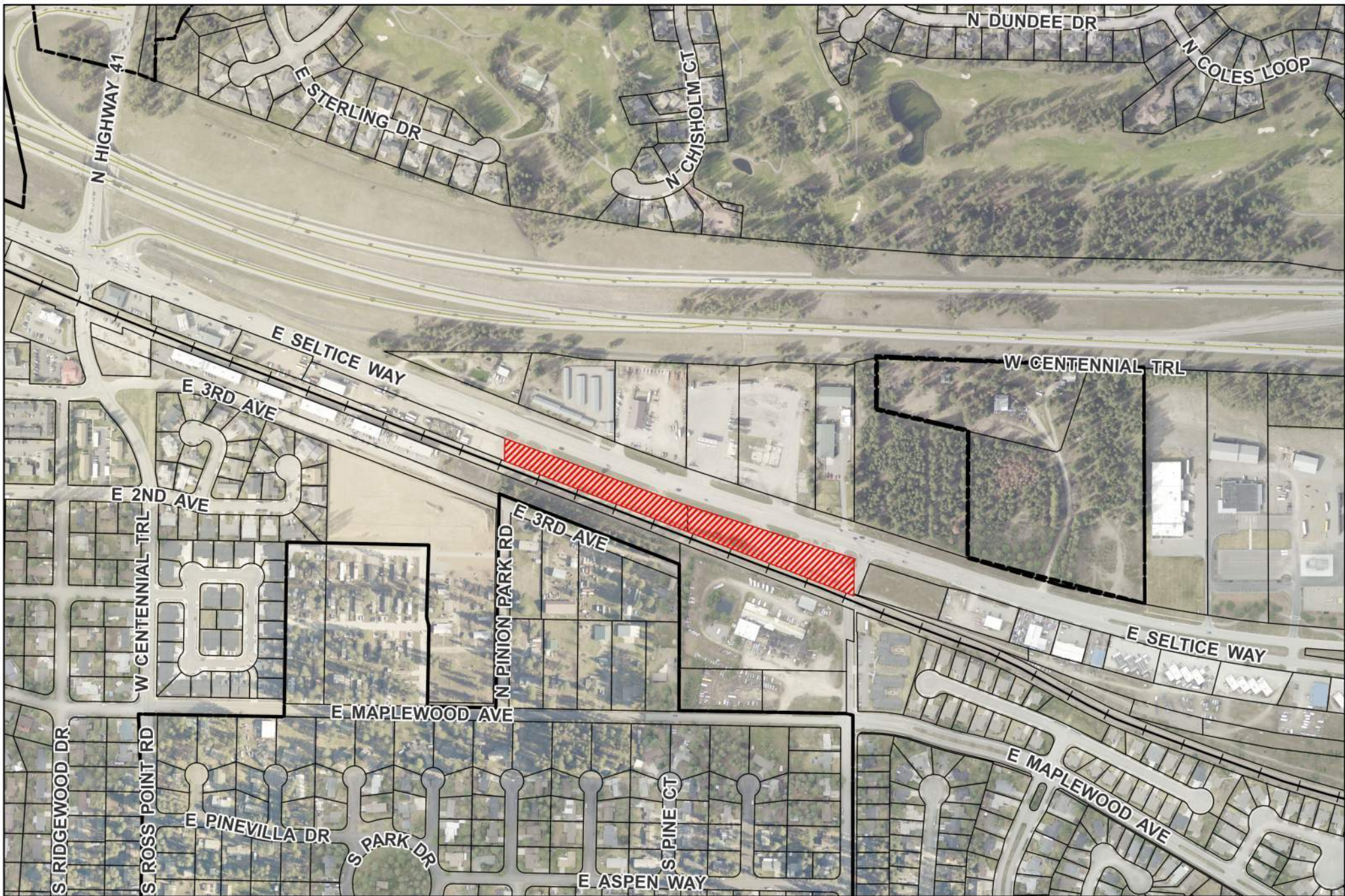
REVISIONS:

PROFESSIONAL ENGINEER
REGISTERED
STATE OF IDAHO
DRAFT
J. L. MCARTHUR

SURVEYED:
DESIGNED: ME
DRAWN: CES
CHECKED: SLW

MCARTHUR
ENGINEERING
PO BOX 2488, POST FALLS, IDAHO 83877 • TEL: 208.446.3307

Page 160 of 312

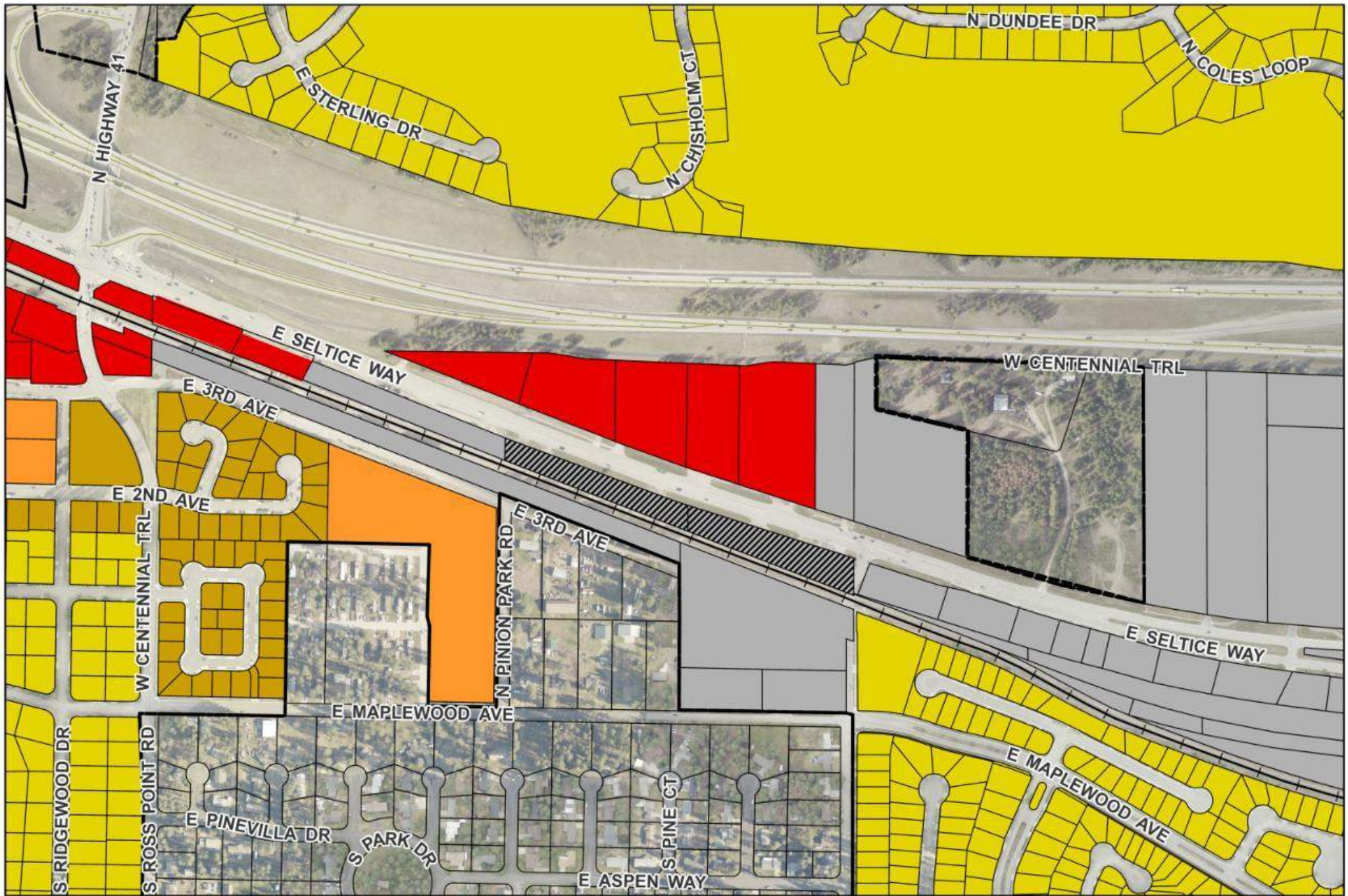


Project Location
OUR NEXT VENTURE
ZONE CHANGE
ZC-23-4



- Post Falls City Boundary
- Tax Parcels
- Subject Site





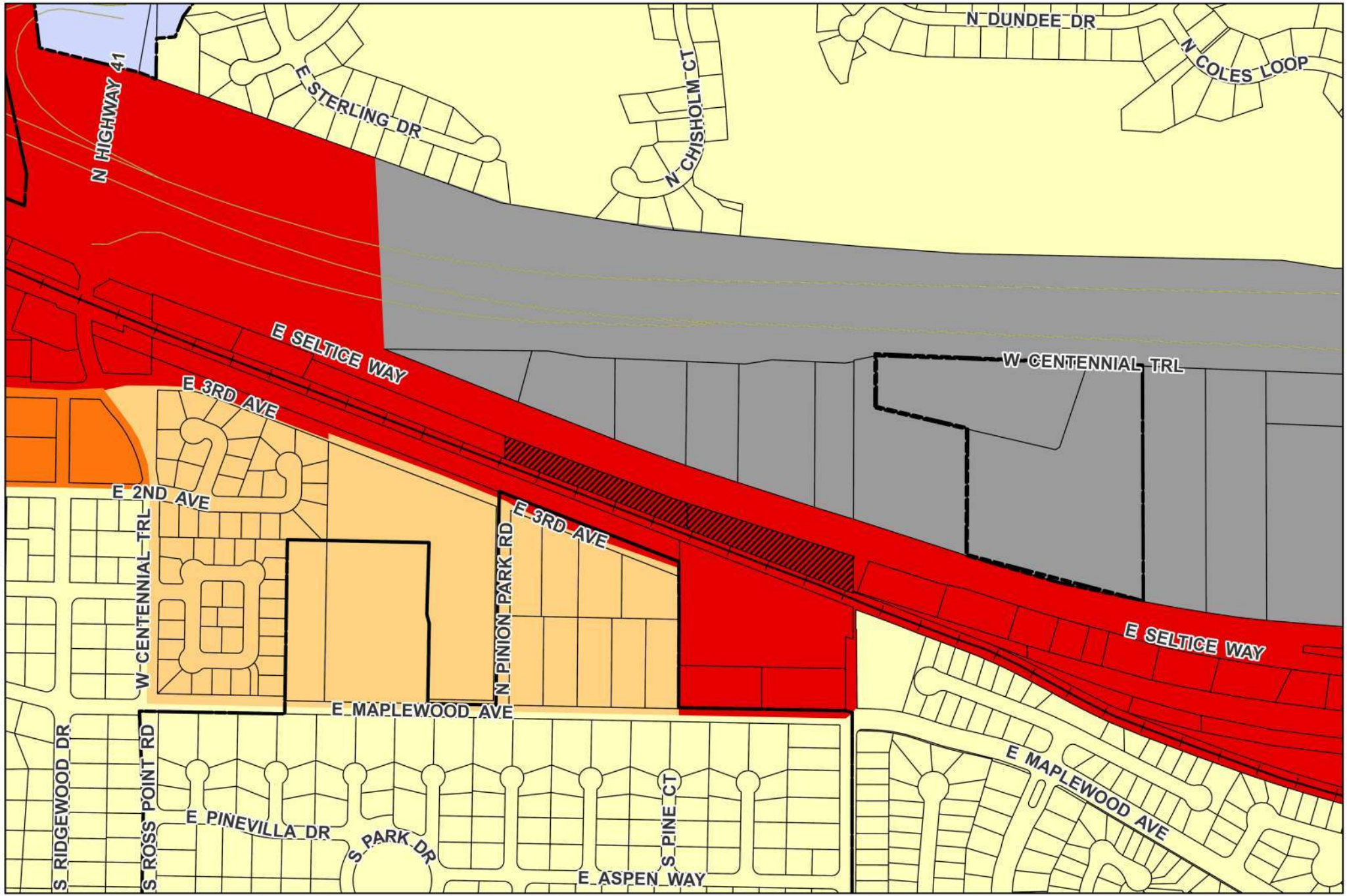
Zoning Map
OUR NEXT VENTURE
ZONE CHANGE
ZC-23-4



- Post Falls City Boundary
- Tax Parcels
- Subject Site
- CCS

- I
- R-1
- R-2
- R-3





Future Land Use Designation
OUR NEXT VENTURE
ZONE CHANGE
ZC-23-4



- Post Falls City Boundary
- Tax Parcels
- Subject Site

- Low Density Residential
- Medium Density Residential
- High Density Residential

- Business/Industrial
- Commercial
- Transitional



Nancy Thurwachter

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Thursday, February 22, 2024 12:50 PM
To: Nancy Thurwachter
Subject: FW: Notice to Jurisdictions Our Next Venture ZC-23-4
Attachments: NTJ_PZ Our Next Venture.pdf

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

Hi Nancy,

Based on the location, there is no impact to the YPL ROW and we do not have any questions/comments.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, February 22, 2024 12:45 PM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Polak, Chad M <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Bill Melvin <bmelvin@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field

From: [Jonie Anderson](#)
To: [Nancy Thurwachter](#)
Subject: RE: Notice to Jurisdictions Our Next Venture ZC-23-4
Date: Friday, February 23, 2024 9:00:46 AM
Attachments: [image003.png](#)

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

The PFHD has no comment.

Jonie Anderson
Post Falls Highway District
208.765.3717
contactus@postfallshd.com



From: contactus@postfallshd.com <contactus@postfallshd.com> **On Behalf Of** Nancy Thurwachter
Sent: Thursday, February 22, 2024 11:45 AM
To: Ali Marenau <AMarienu@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aeacom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <Robert.Beachler@itd.idaho.gov>; Ron Wilson

Exhibit PA-2

<Ron@eastgreenacres.org>; Ross Point Water <rosspointwater@yahoo.com>; Ryan Goff <ryan.goff@tdstelecom.com>; Sherman <Sherman@cdagarbage.com>; Stephen Elliott <stephen.elliott@williams.com>; Tess Reasor <tess@connectkootenai.org>; Tom kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@ZiPLY.com>; URA <postfallsura@gmail.com>
Cc: Bill Melvin <bmelvin@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kevin Ward <gatheredfamilyrestaurant@gmail.com>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

Subject: Notice to Jurisdictions Our Next Venture ZC-23-4

Good afternoon,

Please find attached the Notice to Jurisdictions for File No. ZC-23-4, Our Next Venture, that is scheduled for the Planning and Zoning meeting on March 12, 2024. The draft staff report will be on the city's website shortly.

Thank you,

Nancy Thurwachter

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



The City of Post Falls has changed our domain to POSTFALLS.GOV. Please adjust your contacts/links.

Privileged / confidential information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or send this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail. Although this email has been scanned for the possible presence of computer viruses prior to dispatch, we cannot be held responsible for any viruses or other material transmitted with, or as part of, this email without our knowledge.



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

February 23rd, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: Our Next Venture ZC-23-4

The Police Department has reviewed the above listed zone change and will remain Neutral on this request. Please accept this letter as the Police Department's response to this request for both Planning and Zoning as well as City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark J. Brantl".

Mark J. Brantl
Captain
Post Falls Police Department

Exhibit PA-3

Nancy Thurwachter

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Monday, February 26, 2024 2:51 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Our Next Venture ZC-23-4

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

Good Afternoon,

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

Thank you,

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

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Thursday, February 22, 2024 11:45 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; mbrantl@postfallspolice.gov; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler <robert.beachler@itd.idaho.gov>; Ron Wilson <Ron@eastgreenacres.org>; Ross Point Water



POST FALLS

SCHOOL DISTRICT #273

DISTRICT OFFICE
P.O. Box 40
Post Falls, ID 83877
PHONE 208-773-1658
FAX 208-773-3218
www.pfsd.com

September 8, 2023

Robert Seale
Community Development Director
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and capacity of each school for the 2023-2024 school year are listed below.

The district will review the current long-range facility plan this fall. A copy of the current plan is included with this letter.

School	2023-2024 Enrollment	Building Capacity
Greensferry Elementary	400	525
Mullan Trail Elementary	341	500
Ponderosa Elementry	440	570
Prairie View Elementary	328	525
Seltice Elementary	410	560
Treaty Rock Elementary	432	525
West Ridge Elementary	415	525
Post Falls Middle School	765	920
River City Middle School	597	750

Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.

Exhibit PA-5

Post Falls High School	1645	1800
New Vision High School	144	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato
Superintendent

Cc: Post Falls School District Board of Trustees
Shelly Enderud, City Administrator



PLANNING AND ZONING COMMISSION
MEETING MINUTES

March 12, 2024
5:30 PM

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

REGULAR MEETING – 5:30 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL OF PLANNING & ZONING COMMISSION MEMBERS

Vicky Jo Carey, Kibbee Walton, Ray Kimball, James Steffensen, Ross Schlotthauer, Nancy Hampe, Bobby Wilhelm

Present: Carey, Walton, Kimball, Schlotthauer, Hampe, Wilhelm

Excused: Steffensen

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

~~** Planning and Zoning Commissioner Bobby Wilhelm Oath of Office.~~

~~Nancy Thurwachter, Administrative Specialist Planning Department: Raise your right hand. Do you solemnly swear or affirm that you will faithfully perform the duties of your appointed office, and will support and honor to the best of your ability the Constitutions of the United States and the State of Idaho and all applicable laws, ordinances and policies of the State of Idaho and the City of Post Falls as well as the policies, procedures, code of ethics and code of conduct of the Post Falls Planning Commission?~~

~~Wilhelm: I do.~~

~~a. National Working Mom's Day~~

~~b. National Girl Scout Day~~

~~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~~

Exhibit S-5

~~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. Our Next Venture Zone Change File No ZC-23-4

Public Hearing Opened: 5:34 pm

Staff Report

Ethan Porter, Associate Planner Presenting: The applicant is Scott McArthur, McArthur Engineering and the property owner is Stan Groves, Our Next Venture LLC. They are requesting the Planning and Zoning Commission to recommend to City Council the approval to rezone approximately 3.1-acres of Industrial zoning to Community Commercial Services (CCS) zoning per their narrative and their exhibits in staff report. The project location is at the south-west corner of Cedar Street and E Seltice Way. It is currently vacant, it is made up of two parcels. The west parcel is vacant. On the far east parcel there is a coffee stand. It is over the Rathdrum Prairie Aquifer, the City of Post Falls is the water and the wastewater provider. The zoning around the property is a combination of commercial, Industrial, R3, R1, and some county jurisdictions. It's along the railroad right of way, industrial to the west and east across Cedar Street, commercial across the street from E Seltice Way.

Applicant: Scott McArthur, McArthur Engineering: Our clients, Our Next Venture, are a group of local people looking to enhance commercial opportunities in the surrounding areas, the cities of Rathdrum, Post Falls, and Coeur d'Alene. They found this 3.1-acres to be underutilized with the industrial zoning. The CCS zoning requested gives that development site more opportunity for commercial growth and commercial development due to it's width. It's a unique piece of property that is surrounded by public right of way of the city, Seltice Way and Cedar Road and also the railroad right of way that's adjacent to the rear that's not currently used. We've met with the city several times to discuss all the zoning criteria. We meet the goals and policies of the comprehensive plan. The Future Land Use map as shown, with the designation for the CCS zoning is current with that and the impact with any public services with this annexation request could be mitigated through the commercial side development which will go through staff in the future.

Testimony

In Favor: None

In Opposition: 4

Summer Bushnell: How many per acre is the CCS zoning type?

Kimball: We're not here tonight to answer questions, we're to take testimony..

Jon Manley, Planning and Zoning Manager: I can say that CCS doesn't allow residential outright, only if it's incidental to commercial. For a residential to be permitted in a CCS it would be through a special use permit, a separate public hearing like a multi-family use. With a CCS Zone only with a special use permit could permit some forms of housing.

Bushnell: I may be more neutral because of that.

Manley: For multi-family if it was part of a separate public hearing the base density on the max is 18 units per acre outside of other sort of density things.

Bushnell: I don't think the light at the intersection of Cedar and Seltice can handle more volume so traffic is a concern. I do not want to see high density multi-family or the shops on the bottom and the houses on top. It was saying there'd be a mixed use model for this property which can

lead to workforce housing which I would oppose due to traffic.

Manley: One clarification, mixed use is allowed in the CCS, so that is one caveat that housing can be in the CCS in some sort of mix use vertical construction.

Bushnell: That would be an extra hearing and permit then?

Manley: Not in that particular case. In addressing standalone residential my previous was correct but when you added the mixed use option I wanted to make sure I was clear on that for you. That aspect is allowed in the CCS being the fact that that lot is very long and skinny, access and parking would be difficult to attain that but I can't say that it couldn't be attained either.

Bushnell: I'm in opposition if it's multi-family high density but I'm neutral and happy it's getting developed.

Desha Deats: I'm definitely in opposition to high density. In regards to the mixed use, I would not like to see additional housing behind me. Just a little ways down (from there) is a bunch of apartments and that would be something that I would definitely be in opposition to. I have a question regarding the railroad tracks. Is that going to be incorporated into it, are the tracks being taken out, what's going on with that?

Fawn Owens: I live in Riverside Harbor. Cedar Street is so busy right now and we don't have any other access into our development besides Cedar. The traffic is going to be too much for that area and I don't want to see apartments there. I don't know where the signs were posted for this, but I just found out about this today. How do I find out where the signs were all posted and how long they were there?

Kimball: We'll have staff address that.

Owens: It says multiple stories, how many does that mean and are they talking about doing the businesses on the bottom and apartments on the top? I would oppose that. I am also concerned about the traffic.

Porter: It was posted at the intersection of Cedar Street and Seltice Way, the northeast corner right at the light. It was there around two weeks, we have a 15 day requirement for that.

Manley: We do an affidavit too. We post and then sign a notary that it was posted on that day.

Porter: A 300 foot radius report is provided in the staff report. The rentals do not get the notice, it went to the owner.

Kimball: So within 300 feet of the exterior boundary of the property of the zone change that's the mailing notice?

Porter: Yes.

Kimball: Beyond that it's noticed on the city website and the newspaper.

Porter: Yes.

Manley: We're just doing a zoning recommendation tonight, the decision on the zoning will go before City Council at a later date. There will be a separate noticing period on that, and we'll notice on our website. There'll be another opportunity to send notices and another opportunity to show up at a public hearing and bring matters before the City Council where they can decide to approve or not approve the zone change.

Megan Rounds: I live in the neighborhood there. The traffic on that road gets to be horrendous around work time. The residential concerns me. Are we going to hear about the meeting when they decide they are going to put some residential? I am opposed to businesses on the bottom and residences on the top. Is there another zone they could do so residential is not allowed? They can do commercial there if they figure out how to deal with the traffic.

Neutral: 1

Nicole Swallows: I live in the area, I'm totally fine with commercial as long as they address the traffic issue. I'm opposed to residential or the businesses on the bottom and residential on top. There's not enough parking, and it will cause more traffic issues. There's not a need for the residential high density or mixed housing.

Rebuttal:

McArthur: The value in this particular piece of property is in the commercial use. The CCS zoning is the most compatible zoning for the use we desire to have. At this point in time my clients have no intention of putting residential use in there as long as they own the property. Again that would go through a special use process and public notifications. We've only brought forward just commercial uses for this development at this time. Regarding the traffic, yes there's traffic issues. I think people that use this parking lot will egress from Cedar Street more than people will try to use this light to egress from this site. The railroad is not part of this project, I don't foresee the railroad giving that property up. Regarding parking and traffic that gets addressed in the site plan review process with city staff. Conditions will be applied at that time based on the proposed commercial use.

Wilhelm: It would need another special hearing to put residential on there and you (Manley) said something different.

Manley: For standalone multi-family apartments you would need a special use permit in a CCS. A mixed use structure where you have ground floor commercial and on the second and third floor residential mixed building is permitted outright in the CCS.

Schlotthauer: I have a question for Scott, it's a small lot. Is what the people here worried about is that even possible?

McArthur: Commercial use is the value in this property. I don't foresee it being a suitable location for residential use, that is not what my clients are seeking.

Public Hearing Closed: 6:15 p.m.

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?

Kimball: The future land use map is commercial in that area which is the designation that they're asking for. CCS is an implementing zone in the land use map. There were several items highlighted in the focus area and in the staff report of benefit.

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?

Schlotthauer: It's a much more appropriate zoning district for commercial there. An outright use would be an industrial user, that would be loud and dirty. It's an opportunity to meet the goals and policies outlined. Infill development of an underutilized property and helping expand existing and new businesses.

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.

Kimball: None of the agencies or political subdivisions responded with anything that would basically mean that there was any adverse or demonstrable impact and there was no testimony or evidence provided to that effect.

Carey: In general I've heard your issues and worries about what would be done if it changed to a new zoning. Think about what the current zoning is and if they didn't change it what impact an industrial use might have on your area as opposed to this new zoning request.

Hampe: We've had quite a few people talk about their development that was built right next to an industrial zone property they were not aware of. A lot commercial activity is at night so quite a few people have said it has affected them negatively having industrial right up to their residential.

Kimball: When the truck stop went out of business it's been a blighted area. It could use an infusion of commercial growth there. Having the amenities of commercial close is a nice.

Walton: If it's appropriate to address Miss Owens question on the public notice, it shows here in the staff report the specific information that she was requesting. On property ordinance within

300 feet they were notified on February 16, 2024, the notice was published in the Coeur d'Alene Press on February 20, 2024 and the property was posted on March 1, 2024.

Motion by Planning and Zoning Commissioner Carey to recommend approval of Our Next Venture Zone Change File Number ZC-23-4 finding that the requested zoning meets the approval criteria in the Post Falls Municipal Code 18.20.100 as outlined in our deliberation and direct staff to prepare a zoning recommendation to be approved to City Council.

Second by Planning and Zoning Commissioner Walton.

Vote: Carey - yes, Walton - yes, Kimball - yes, Schlotthauer - yes, Wilhelm - yes, Hampe - yes

Moved

b. ~~Kruger Annexation File No ANNEX 23-5~~

~~Public Hearing Opened: 6:23 pm~~

~~Staff Report~~

~~Ethan Porter, Associate Planner Presenting:~~ Verdis is requesting, on behalf of Daniel and Beverly Kruger, the property owners, a recommendation to the City Council to approve the zoning designation of Community Commercial Services (CCS) and high density residential on 4.49 acres as part of an annexation request in the City of Post Falls. Total annexation would include the rights of way, which would equate to about 6.869 acres. They want to do CCS on the lower half and high density residential on the northern half. The subject property is located on the southwest corner of W Echo Drive and N McGuire Road. Located to the north and east of the subject site are W Echo Drive and N McGuire Road. Current land use is large lot residential within Kootenai County. It is over the Rathdrum Prairie Aquifer, the water provider is East Greenacres Irrigation District and waste water is provided by the City of Post Falls. To the west and the north there are county parcels and to the south. To the east of McGuire is some industrial zoning and commercial. Further north is some residential multi-family and single family. South, Selctice Way, is commercial and higher roadway classification.

~~Carey:~~ Should number three be included as a condition building on this property?

~~Rob Paluse, Assistant City Engineer:~~ Regarding the location of access points, Post Falls Highway District is requesting that access be off of Mc Guire Road if this is annexed in and split with R3 on the north and the commercial use on the south. Commercial use on the south would make sense for that to access onto McGuire Road. The northern piece would most likely have two access points, one unto McGuire Road and one onto Echo Drive depending on what they put on that location. There are access standards within the City of Post Falls that require minimum spacing between each access point they could meet with 2.50 acres on each half and still allow for full access points onto McGuire Road.

~~Schlotthauer:~~ Why do you think they are asking for that?

~~Paluse:~~ I can't speak to why they are. Some of the issues now is Echo Drive is only about 18 to 20 feet wide. As Echo Drive is developed and brought up to city standards it will be wider and able to handle more traffic. To try to use Echo Drive as an east-west thorough fair would be problematic, but with development of the site putting in the urban improvements on the south half required, there would be ability to get traffic to McGuire Road to allow traffic in and out of there.

~~Schlotthauer:~~ In general entering off a street would be better than between streets.

~~Paluse:~~ It depends on how the roadway is configured and if it's set up to handle commercial

5. ADMINISTRATIVE / STAFF REPORTS

None

6. COMMISSION COMMENT

None

7. ADJOURNMENT

7:16 PM

Date: 4/9/24

Chair: James Steffensen

Attest: Nancy Thraenwächter

Questions concerning items appearing on this Agenda should be addressed to the Community Development Department – Planning Division at 408 Spokane Street or call 208-773-8708.

The City Hall building is handicapped accessible. If any person needs special equipment to accommodate their disability, please notify the City Media Center at least 24 hours in advance of the meeting date. The Media Center telephone number is 208-457-3341.

Chair: James Steffensen Vice Chair: Ray Kimball
Members: Vicky Jo Carey, Nancy Hampe, Ross Schlotthauer, Bobby Wilehm, Kibbee Walton

**Our Next Venture
File No. ZC-23-4**

**Planning and Zoning Commission
Zoning Recommendation**

A. INTRODUCTION:

APPLICANT: McArthur Engineering on behalf of Owner, Stan Groves, Our Next Venture, LLC

LOCATION: The southwest corner of East Seltice Way and North Cedar Street

REQUEST: Rezone from the existing zoning of Industrial (I) to Community Commercial Services (CCS)

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Title Report
4. A-4 Radius Report
5. A-5 Authorization Letter
6. A-6 Vicinity Map
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 YPL Comments
11. PA-2 PFHD Comments
12. PA-3 PFPD Comments
13. PA-4 DEQ Comments
14. PA-5 PFSD Comments
15. P&Z Staff Report
16. Testimony at the public hearing on March 12, 2024, including:

The public hearing was properly noticed and conducted in accordance with the requirements of Idaho Code §§ 67-6511 and 67-6509, and Post Falls Municipal Code (PFMC) § 18.20.060. The purpose of the hearing was to afford the applicant and the public the opportunity to provide testimony and documentation to be taken by the Planning and Zoning Commission ("Commission") in their application of PFMC §§ 18.16.010 and 18.20.100 when making the Commission's recommendation to the City Council.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report and testified that the requested action is for the Commission to review the request to rezone approximately 3.1 acres in the City of Post Falls

from Industrial (I) zoning to the Community Commercial Mixed (CCS) zoning district. He explained that the location is on the southwest corner of Cedar Street and Seltice Way and is made up of two parcels. The property is bound by Seltice Way to its north and the railroad right of way to the south. Currently the site is mostly vacant with the exception of a coffee stand located at the eastern most portion of the parcel.

Mr. Porter testified that the surrounding uses included a truck refiling station, a fabrication company and a vacant retail business across Seltice Way. To its east is a vacant undeveloped property and to the west is a truck repair business with a gas station. Mr. Porter explained that the city of Post Falls will supply water and sewer to the site. He noted that the site is over the Rathdrum Prairie Aquifer. He explained that there is more Commercial with additional Industrial bounding the property with some residential being R3 and R1 in the vicinity.

Mr. Porter testified that in reviewing zone changes, the zone change review criteria are contained in PPMC sections 18.16.010 and 18.20.100. The first criteria considers whether the proposed zoning district is consistent with the Future Land Use Map and Focus Area. The Future Land Use Map designates the site as commercial along with the majority of the properties on the south side of Seltice Way. North of the property across Seltice is designated as Industrial. To the southwest of the site the Future Land Use map designates some medium and low-density residential areas.

Mr. Porter testified that the commercial land use designation includes commercial retail, professional office space, civic and cultural uses, mini storage and a mixture of uses is encouraged. The comprehensive plan does allow this to be implemented in the CCS zone.

Mr. Porter also testified that the site is located within the Maplewood Focus area which recognized that older industrial, warehousing and manufacturing uses in this area may evolve into new commercial and residential development taking advantage of the area's proximity to the larger adjacent cities and trail connections. Some of the Maplewood Focus Area's key policies and guidance for development support promoting infill development, encouraging development that is interconnected including access to paths and trails and looking for opportunities to beautify and add gateway signage along the Seltice corridor corresponding with Coeur d'Alene's westward expansion. These elements would be supported by the requested zone change by encouraging the development of pedestrian access and frontage improvements, along with the improvement of the aesthetic appeal along the corridor.

The second criteria consider whether the proposed zoning district is consistent with the goals and policies in the Comprehensive Plan relevant to this area. Mr. Porter testified that goals one, six, and seven to possibly be relevant and applicable goals. He testified that policies one, two, eight, twenty-six, and eighty-six, may appropriate for consideration by the Commission.

The third criteria considers demonstrable adverse impacts to the delivery of public services. No adverse comments from the public service agencies notified.

Applicant's Presentation**Scott McArthur, McArthur Engineering**

Mr. McArthur testified that clients are looking to enhance commercial opportunities in the surrounding areas and identified this 3.1-acre piece to be underutilized with the existing industrial zoning. The CCS zoning designation gives the development site more opportunity for commercial growth and development because of its narrow width and the unique fact that it is bounded by public right-of-way to the north, Cedar Street to the west and is railroad adjacent to the south.

Mr. McArthur testified that the proposed CCS zoning request met with the applicable criteria and the future land use map zoning designations and any impacts to public services would be mitigated through the commercial development process.

Public Testimony:

The Commission opened the hearing for public testimony.

Summer Bushnell

Ms. Bushnell questioned how many people per acre was permitted in a CCS zoning and was informed that CCS doesn't allow residential as an outright permitted use. She then stated that she would be more neutral based on that information. She stated that with respect to the transportation network, the volume of traffic created would be detrimental to the Cedar intersection and would be insufficient. Additionally, she opined that persons driving from the subject property would be more apt to turn west from the site across several lanes of traffic rather than utilizing the Cedar and Seltice intersection. Additionally, she testified that she does not want to see high density multi-family on that parcel or mixed uses such as Riverstone, with shops on the ground floor and houses on the top because of the volume of traffic it would generate. She is not opposed to it being developed but is against really tall apartments or Riverstone-like development. She testified that she is also concerned about mixed uses because that can lead to workforce housing which she opposes mainly due to traffic at that intersection.

Desha Deats

Ms. Deats echoed Ms. Bushnell's opposition to high density residential because it would adjoin her back fence. With respect to a mixed-use concept, she would not like to see additional housing behind her because of the lack of the space and that she does not want to see development similar to Riverstone with just a bunch of apartments. She also raised questions as to the status of the existing railroad tracks.

Fawn Owens

Ms. Owens testified that she is nervous about the potential of utilizing a multi-use permit to construct apartments at that site because of the amount of traffic already on Cedar Street. She

was against apartments at that location. She testified that the city already asks residents to conserve water and raised concerns that bringing in an additional 300 apartments wouldn't make sense. She also expressed concerns with the notice and posting of the hearing on the property. She also said that the proposal didn't specify the size of the structure, or if it would be mixed use. Ms. Owens testified that we should be going down the path to responsible growth because the community is bursting at the seams.

Staff responded to questions from the Commission about the posting and mailing notifications for the rezone request. Additionally, that the zoning recommendation made would go to Council for action, at which time additional comments and testimony could be considered.

Megan Rounds

Ms. Rounds testified that she is aware of the traffic coming onto Seltice is dangerous and the backup is very high. She also testified that the residential potential of this property is a slippery slope and was concerned that the neighboring property owners would not be provided notice. Ms. Rounds requested that the zoning recommendation remove residential from being available. She did not object commercial development as long as traffic is addressed.

Nicole Swallows

Ms. Swallows testified that she was also in agreement with commercial as long as traffic is addressed, and that residential or mixed residential/commercial should not be allowed because of the lack of parking and increased traffic. Additionally, that she did not believe there is a need for residential or mixed housing.

Applicant's Rebuttal

Scott McArthur, McArthur Engineering

Mr. McArthur testified that the value of this particular property is in the commercial use and the requested CCS zoning is the most compatible zone for that and that there is no intention to put residential use in that piece and only commercial uses are being considered. He clarified that the railroad is an adjacent property that is not part of the applicant's proposal and parking issues, and traffic circuitry would be addressed at site plan review at the time a particular development is brought forward.

The Commission received response from city staff that while a stand-alone residential development in the CCS zone would require a special use permit and additional hearings, a mixed use including a residential component is an outright permitted use. Mr. McArthur responded to Commission's comments that because of the size and shape of the property being very narrow support the commercial uses envisioned.

Deliberations: After the public hearing was complete the hearing was closed, and the Commission moved to deliberations to discuss their interpretation of the information presented both orally and in the written record and to apply that information to the approval criteria in City Code sections 18.16.010 and 18.20.100.

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

C1. Is the proposed zoning district consistent with the Future Land Use Map and Focus Area contained in the currently adopted Post Falls Comprehensive Plan?

Based on the testimony supplied and the staff report, The Future Land Use Map in the Comprehensive Plan designates this area as Commercial and it is within the Maplewood Focus Area.

The Commission finds that the applicable focus area promotes infill development, encourages interconnected and looks for opportunities to add gateway signage along the Seltice corridor which is what this proposal will provide opportunity for at development.

The Commission finds that the proposed CCS zoning is consistent with the Future Land Use Map and aligns with the commercial uses identified in the Maplewood Focus Area.

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

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

Goals:

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

The Commission finds that the proposed zoning amendment to commercial builds economic diversity and assists in developing a strong business base by increasing commercial opportunities in this location.

Goal 6: Maintain and improve Post Falls' transportation network, on pace and in concern with plan objectives.

The Commission finds that this area's development would improve the existing roadways and pedestrian facilities.

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

The Commission finds that commercial development may assist with community fiscal health as providing for variety of land uses and promoting higher valued parcels

and investments with diverse land uses. As such, this proposal supports an allocation of land use types that support the community needs and foster the City's long-term sustainability by growing the local economy.

Policies:

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;
Impact Fees are paid at the time of permit issuance to aid in mitigating impacts and maintain/enhance community levels of service.
- Foster the long-term fiscal health of the community;
The rezone will supply an opportunity for more new business(es) that will help further long-term fiscal health of the community.
- Maintain and enhance resident quality of life;
The proposed CCS zone could provide safer and better pedestrian access to future businesses in the area.
- Promote compatible, well-designed development;
Development will be required to meet City design standards through the Site Plan Review process.
- Implement goals and policies of the comprehensive plan, related master plan and/or facility plans;
Transportation impacts, and sewer and water capacity are reviewed by City staff. Any predicted inadequacies identified are addressed and/or have a plan on how to be brought into compliance with the relevant master plans. No inadequacies were found by staff about the revised zoning request.

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

The subject site is considered a redevelopment opportunity for infill development of a vacant and under-utilized property. The current property is underutilized and is vacant and the rezone request furthers that policy.

Policy 86: With the local business community, work to enhance, sustain and diversify the local economic base by:

- Helping retain, promote and expand existing businesses and industry;
The subject site will be an ideal location for the opportunity for a new or existing business venture based on the location.
- Attracting new businesses and clean industry;

By providing commercial zoning and redevelopment opportunity it may help to expand additional businesses as well as attracting new business to the area, assisting in diversifying the economic base.

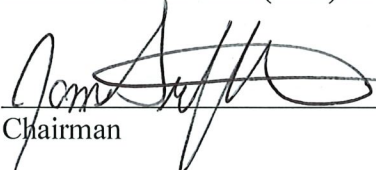
C3. Does the proposed zoning district create a Demonstrable Adverse Impact upon the delivery of services by any political subdivision providing public services within the city?

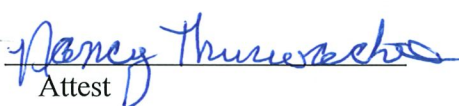
The Commission has determined that the political subdivisions were notified, and the city received no written comments in opposition. There is no evidence of any demonstrable adverse impact on the delivery of services by any other political subdivisions. As such, the Commission finds that this criterion has been satisfied.

D. CONCLUSIONS AND RECOMMENDATION OF THE COMMISSION:

Our Next Venture Zone Change, File No. ZC-23-4: Following the public hearing, the Planning and Zoning Commission considered all relevant evidence, testimony, and comments. A motion to recommend approval of the recommended zoning was made, the motion carried unanimously. The Planning and Zoning Commission hereby recommends that City Council approve the proposal, finding that it conforms to the general purpose of the comprehensive plan and meets all the applicable approval criteria for applicant's request for rezone to Community Commercial Services (CCS) zoning.

4/9/24
Date


Chairman


Attest

NOTICE OF RIGHTS:

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

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

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

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



POST FALLS

SCHOOL DISTRICT #273

DISTRICT OFFICE
P.O. Box 40
Post Falls, ID 83877
PHONE 208-773-1658
FAX 208-773-3218
www.pfsd.com

September 8, 2023

Robert Seale
Community Development Director
City of Post Falls
408 Spokane Street
Post Falls, ID 83854

Dear Bob,

The purpose of this letter is to restate the status and position of the Post Falls School District regarding growth within the city and school district boundaries. The Post Falls School District will continue to remain neutral regarding proposed developments and will provide additional or modified comments in a timely manner when deemed necessary.

The district has a responsibility through State statute to provide an appropriate education for every student ages 6 through 21 who attend our schools. It is also the district's responsibility to provide an adequate educational program, organizational structure, and facilities.

Though there are pros and cons for new development growth, the district will continue to provide a quality education. The district appreciates the working relationship we have with the City of Post Falls.

With the anticipated growth in future years, the district requests assistance from the Planning Department to acquire school building sites in any large proposed residential developments and support financial mitigation for smaller developments.

The enrollment status and capacity of each school for the 2023-2024 school year are listed below.

The district will review the current long-range facility plan this fall. A copy of the current plan is included with this letter.

School	2023-2024 Enrollment	Building Capacity
Greensferry Elementary	400	525
Mullan Trail Elementary	341	500
Ponderosa Elementry	440	570
Prairie View Elementary	328	525
Seltice Elementary	410	560
Treaty Rock Elementary	432	525
West Ridge Elementary	415	525
Post Falls Middle School	765	920
River City Middle School	597	750

Our school community will develop relationships, skills, and knowledge to become responsible citizens who think critically to solve problems.

Exhibit PA-6

Post Falls High School	1645	1800
New Vision High School	144	225

The school district looks forward to continuing the good working relationship we have with the City of Post Falls. Thank you for your support of the Post Falls School District.

Sincerely,



Dena Naccarato
Superintendent

Cc: Post Falls School District Board of Trustees
Shelly Enderud, City Administrator

Kootenai County Fire & Rescue

Fire Marshal's Office

5271 E. Seltice Way
Post Falls, ID 83854
Tel: 208-777-8500
Fax: 208-777-1569
www.kootenaifire.com

April 16, 2024

Nancy Thurwachter
City of Post Falls

RE: ZC-23-4

To Whom it May Concern.

Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, Zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process.

Any questions regarding this letter should be directed to the Fire Marshal's Office at Kootenai County Fire & Rescue.

Respectfully,

Jeryl Archer II
Division Chief of Prevention / Fire Marshal
Kootenai County Fire & Rescue
jarcher@kootenaifire.com
208.777.8500

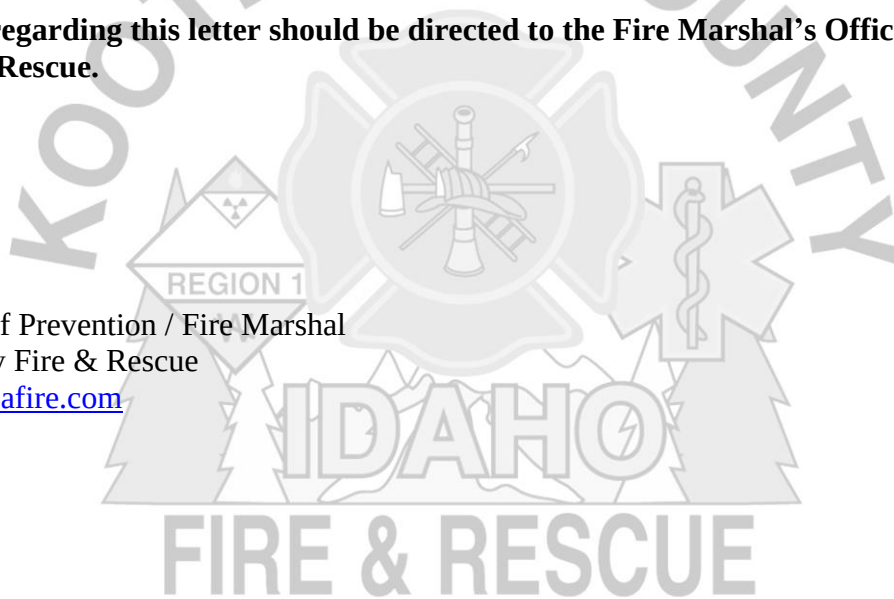


Exhibit PA-7

From: [Polak, Chad M](#)
To: [Nancy Thurwachter](#)
Subject: FW: Notice to Jurisdictions Our Next Venture Zone Change File No ZC-23-4
Date: Tuesday, April 16, 2024 11:05:59 AM
Attachments: [image001.png](#)
[Exhibit PH-7 NTJ_Our Next Venture-CC.pdf](#)

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

Good Morning Nancy,

Based on the location, there is no impact to the YPL ROW or pipeline and we do not have any questions.

Sincerely,

Chad M. Polak
Agent, Real Estate Services
O: (+1) 303.376.4363 | M: (+1) 720.245.4683
3960 East 56th Avenue | Commerce City, CO 80022
Phillips 66

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, April 16, 2024 9:56 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynnette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Brenda Marshall <brenda.marshall@williams.com>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Polak, Chad M <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <christine.harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Philips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; Mark Brantl <mbrantl@postfallspolice.gov>; Owens, Dylan

Exhibit PA-8

Nancy Thurwachter

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Wednesday, April 24, 2024 10:10 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Our Next Venture Zone Change File No ZC-23-4

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

Good Morning,

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

Thank you,

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

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

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, April 16, 2024 8:56 AM
To: Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01_Real_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Brenda Marshall <brenda.marshall@williams.com>; Carey Borchardt <carey.borchardt@charter.com>; Carrie Ann Hewitt <carriann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; Chad Ingle <cingle@kcgov.us>; Chad Polak <Chad.M.Polak@p66.com>; Chris Way <cway@kootenaifire.com>; Christina Petit <christina@postfallschamber.com>; Christine Harmon <Christine.Harmon@deq.idaho.gov>; Dan Ryan <danr@kootenaifire.com>; Dan Selden <danselden@hotmail.com>; Dan Zeck <dan@eastgreenacres.org>; Dana Marsh <dana.marsh@tdstelecom.com>; Daniel Mavrinac <Daniel.Mavrinac@BNSF.com>; David Callahan <dcallahan@kcgov.us>; David Haggerty <David.Haggerty@tdstelecom.com>; Dena Naccarato <dena.naccarato@sd273.com>; Devin Weeks <dweeks@cdapress.com>; Glen Miles <Gmiles@kmpo.net>; Greta Gissel <greta@connectkootenai.org>; Jame Davis <jame.davis@intermaxteam.com>; Jason Cortes <JCortes@hbkengineering.com>; Jeff Boren <Jeffrey.Boren@charter.com>; Jeremy Hofer <jhofer@kec.com>; Jeryl Archer <jeryla@kootenaifire.com>; Jessie Holderman <JHolderman@kec.com>; John R. Price <John.Price1@charter.com>; Jordan Wirth <Jordan.T.Wirth@usps.gov>; Karen Phillips <Karen.Phillips@avistacorp.com>; Kevin Linville <kevin.linville@tdstelecom.com>; Kevin Teo <kevin.teo@ziply.com>; Kristen Rondo <krondo@phd1.idaho.gov>; Kristie May <Kristie.May@deq.idaho.gov>; Lori Cogley <lcogley@kec.com>; Lynn Sandsor <lynn.sandsor@aecom.com>; mbrantl@postfallspolice.gov; Owens, Dylan <Dylan.Owens@tdstelecom.com>; Panhandle Health General <ehapplications@phd1.idaho.gov>; Patricia M. Corrigan <pcorrigan@hbkengineering.com>; PFPD Admin <admin@postfallspolice.gov>; Post Falls Highway District <contactus@postfallshd.com>; Robert Beachler

Howard Burns
502 S Rocky Pt Ct
Post Falls, ID 83854

April 23, 2024

To: Planning Dept and Planning Commission, City of Post Falls
Sent via Email only

Re: Zone Change 23-4 From "Industrial" to "CCS" Seltice near Cedar.

Please consider conditioning this Zone Change request to have a restriction of NO Residential Use. Getting all the commercial uses allowed in CCS designation might make sense in the change from Industrial but there is no need for any residential uses being permitted given the tight dimensions and significant frontage on Seltice, a very busy street.

In addition, perhaps consider a qualification that there would be no claim made by the owner/applicant for any railroad ROW if the Railroad elects to divest itself of it UNLESS the City of Post Falls elects not to pursue a public trail along it.

Thank you for your consideration

Howard W. Burns

Exhibit PC-1

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 5/7/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: John Beacham, Public Works Director

SUBJECT: Public Works Operation Center Planning Services

ITEM AND RECOMMENDED ACTION:

Staff request city council approval of a contract with Integrus Architecture to develop planning documents and cost estimates for the future Public Works Operations Center. Council approval will authorize the mayor to sign the contract and authorize a contingency for the project.

DISCUSSION:

In 2021, the City completed a Facilities Plan establishing a program of capital projects to meet existing and future operational needs. One aspect of the plan is to relocate the existing Streets, Fleet, and Water Division facilities to a new location because the current location at the Water Reclamation Facility (WRF) will be needed for future expansion of the WRF. The new combined facility is referred to as the future Public Works Operations Center. Toward this end, approximately 9.5 acres was purchased in 2022. Another aspect of the plan was to provide temporary improvements to the existing combined facilities. Initial design work for those improvements was conducted in 2023.

As part of the initial design, the architect provided a very rough estimate of the cost to construct the first phase of the Public Works Operations Center to compare against the remodeling costs. This information was presented to the city council, who directed staff to pursue the permanent improvements instead of making the temporary improvements to the current facility.

The proposed contract is the next step in that process. This project will provide site planning services and determine what will be included in the first phase of construction. This phase will be designed to allow for future expansion and to be compatible with the future adjoining city park. This phase will also provide more refined cost estimates suitable to allow budgeting of the project.

Integrus Architecture and other firms were selected for the city's architectural services roster by the City Council on January 26, 2023. Earlier in 2024, staff interviewed the firms on the roster and found Integrus to be the most qualified for this project.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

2021 Facilities Needs Assessment – December 2021 (including several workshops during development)
June 2023 Funding Discussion
October 2023 Funding Discussion

APPROVED OR DIRECTION GIVEN:

Staff were directed to further pursue relocating Streets to the new property on Hargrave.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

The value of this contract is \$74,460.00. Funding will come from the Streets Division Contracts and Professional budget, which was intended to fund work on the improvements to the Streets Division facility.

BUDGET CODE:

Streets Division Contracts and Professional Budget: *001-431.0000.62040*

ATTACHMENTS:

1. PWOC Contract with Integrus 04152
2. Exhibit A - Scope of Work

CITY OF POST FALLS:

City of Post Falls Idaho
C/O City of Post Falls Public Works Department
408 N. Spokane Street
Post Falls, ID 83854

City Contract Administrator: John Beacham, Public Works Director. Phone: (208) 457-3374
Email: jbeacham@postfalls.gov

CONSULTANT:

Integrus Architecture, PS
10 S Cedar St. Spokane, WA 99201
Firm Project Manager: Steven Clark, Architect | Associate Principal. Phone: (509) 838-8681
Email: sclark@integrusarch.com

THIS AGREEMENT made and entered into by and between the City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the “**City**,” and Integrus Architecture having offices for the transaction of business at 10 S Cedar St, Spokane, WA 99201 hereinafter referred to as the “**Consultant**” jointly, hereinafter referred to along with the City as the “**Parties**.”

WITNESSETH:

WHEREAS, the City desires to obtain architectural planning services for a future Public Works Operations Facility within the City; and

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 will be 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 services required hereunder will be performed by the Consultant or under the Consultant’s direct supervision, and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services. The Consultant must coordinate work with the City Project Manager or their representative.

2.3. PERSONNEL: The Consultant represents that it has or will secure all personnel required to perform its services at its own expense 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 may not replace the Project Manager or other key employee(s) without obtaining the City’s approval, which the City will not unreasonably withhold. 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 relevant specialized experience. Based upon the City’s review of the Consultant’s documentation, and any supplemental information that the City may 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. However, 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. The Consultant must provide notice of any such assignment or transfer 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 approvals according 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 required for the City’s review and the receipt of submissions by authorities having jurisdiction over the project.

ARTICLE 3. COMPENSATION

3.1. BASIS OF COMPENSATION: Consultant will be paid at an hourly rate based on the rates listed in the budget section of **Exhibit “A”**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed \$74,460 without a change order approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by Change Order to the Agreement.

3.2. REIMBURSABLE EXPENSES: Reimbursable expenses must have the prior written approval of the City. Reimbursable expenses will be billed at cost unless otherwise approved in writing by the Contract Administrator. Such reimbursable expenses are subject to the total compensation limit addressed in Section 3.1 of this Article. Reimbursable expenses include costs by the Consultant and the Consultant's employees in the interest of the project.

3.3. EXCLUSIONS FROM COMPENSATION: Except as otherwise provided in this Agreement, the City shall not offer any additional compensation, payment, use of facilities, service, or other value to the Consultant in connection with the performance of this Agreement. 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 the computation of the Consultant's price and may not be charged to the City.

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

3.5. METHOD OF PAYMENT: The City, in its sole discretion, may elect to make payment by warrant (check), credit card (payment card or "P" card), Automated Clearing House (ACH), or Electronic Payment (E-payment or E-payables). The pricing submitted by the Consultant and accepted by the City includes applicable payment terms and any fees incurred by the Consultant through their financial institutions in taking any of the above-referenced payment methods. No additional fees or charges to the City shall apply unless otherwise pre-approved by the City.

3.6. FINAL INVOICE: 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 be closed and any budget balances deleted, the Consultant agrees that any further charges not adequately 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 coverages outlined in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this Agreement may not commence until evidence of all required insurance is provided to, and approved by, the City's Legal Department. 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 concerning activities under this Agreement. The policy must provide, and the certificate must reflect that

the insurance afforded applies separately to each insured against whom a claim is made, or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed, and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be City of Post Falls C/O City of Post Falls City Clerk, 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.

4.2. GENERAL LIABILITY INSURANCE: The Consultant must have Commercial General Liability Insurance with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, and fire damage. The General Liability Insurance must state that the City of Post Falls, its officers, agents and employees, and any other entity required explicitly 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 prior written notice to the 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 from such failure, either by compensation or additional premium liability.

4.5. PROFESSIONAL LIABILITY INSURANCE: The Consultant will carry Professional Liability insurance coverage in the minimum amount of this Agreement or \$1,000,000.00, whichever is more.

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 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 under the terms of this Agreement through no fault of the Consultant.

5.2. TERMINATION BY CITY: The City may terminate this Agreement 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 the Consultant's itemized breakdown and documentation 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 from 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. The Consultant's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of the Consultant's actual, proportional indemnity obligation as determined by a court of law.

6.2. PROFESSIONAL LIABILITY: The Consultant's professional liability to the City (including Consultant's officers, directors, employees, and agents) is limited to the amount payable under this Agreement or one million dollars (\$1,000,000), whichever is more. 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 the 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 expressly 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 Agreement or work performed or materials furnished directly or indirectly because of this Agreement.

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, 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 before expiration.

7.2. CONSULTANT TO ASSIGN RIGHTS: The Consultant hereby assigns to the City all rights, titles, and interests to the Materials. Upon request of the City, the Consultant will execute all papers and perform all other acts necessary to assist the City in obtaining and registering 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 a paper, electronic, or another 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, imitated or used for any purpose other than the performance of the Consultant's obligations under this Agreement without the prior written consent of the City 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 preceding 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 ordinary course of its business. The City further waives any claim against the Consultant for errors or omissions arising specifically from changes made by the City or others to the Materials after completing 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 infringes 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. In that case, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

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

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

7.8. ARTICLE APPLICABLE TO SUBCONTRACTORS: The Consultant shall ensure that the substance of the preceding subsections is included in each subcontract for the work under this Agreement.

ARTICLE 8. GENERAL CONDITIONS

8.1. PAYMENT OF TAXES: This Agreement 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 expressly 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 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 apply 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.

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 law shall be taken and construed as cumulative, 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 thereof, or the right of the City to enforce every such provision hereafter.

8.7. **HEADINGS:** This Agreement's Article and Section headings have been inserted solely for 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 or Sections 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 this 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 this Agreement or any other contract between the Consultant and the City including reasonable attorney fees and or any additional collection costs. The rights of the 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 their interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested or has any personal or financial interest, direct or indirect, in this Agreement or the proceeds thereof.

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

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 parties' entire Agreement. 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 is incorporated herein by this reference.

8.17. ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO: The clauses 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 acknowledgment by the City that these clauses are relevant to the subject matter of this Agreement. Instead, these clauses are included solely to comply with Idaho state law.

- a. **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the 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).
- b. **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.
- c. **Contract with Abortion Providers:** To the extent this Agreement is subject to the use of public funds, Consultant certifies that it is not, and will not, for the duration of this Agreement, become an abortion provider or an affiliate of an abortion provider as those

terms are defined in the “No Public Funds for Abortions Act” (Idaho Code Title 18, Chapter 87).

ARTICLE 9. CONTRACT DOCUMENTS

9.1. **CONTRACT DOCUMENTS:** The Contract Documents consist of this Agreement, the other documents listed below, and all modifications and change orders issued subsequent thereto. These form a contract; all are as entirely 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; and

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.

MAYOR OF POST FALLS, IDAHO

ATTEST:

Ronald G. Jacobson, Mayor

BY: _____

Shannon Howard
City Clerk

Date: May ____, 2024

CONSULTANT



Steven Clark, Architect | Associate Principal
Integrus Architecture

Date: April 19, 2024

Washington
State of ~~Idaho~~)
: ss
County of Spokane)

On this 19th day of April, 2024 before me, a notary for the State of Washington ~~Idaho~~, personally appeared Steven Clark who, being by me first duly sworn, declared that they is a Architect | Associate Principal of Integrus Architecture that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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



Kathy Brazil
Notary Public for the State of ~~Idaho~~ Washington
Residing at Spokane, WA
My Commission Expires: 12/28/2026

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.

April 5, 2024

Mr. John Beacham
Public Works Director
City of Post Falls

RE: Public Works Operations Facility Proposal R1

Dear Mr. Beacham:

We are pleased to submit the following proposal for a feasibility study and concept design for the future operations facility located between Corbin and Pleasant View roads on city-owned property. Our proposal is based upon the scope of work discussed in our interview and initial conversations. The scope of services described below includes a detailed description of our services and a summary of our proposed compensation.

SCOPE OF SERVICES & DELIVERABLES

The proposed scope of services is listed below:

1. Phase 1 Program Analysis
 - a. Confirm Streets Program previously established
 - b. Review Water/Wastewater/Fleet/Admin program, verify phase 1 occupants
2. Site Analysis
 - a. Review Utility req's, setbacks, and frontage improvements required.
3. Site Concept Design
 - a. Parks/Public Works Boundary Confirmation
 - b. Develop preliminary overall site masterplan for future phasing
 - c. Develop building footprint for initial and future phases.
 - d. Phase 1 Site Plan
 - e. Phase 1 Street Section
 - f. Phase 1 Frontage Improvements
4. Building Concept Design
 - a. Building floor plan
 - b. Elevations
 - c. Conceptual Massing & Materials
 - d. Narrative Descriptions of Structural & MEP systems.
5. Cost Estimating
 - a. Initial rough order of magnitude cost estimate based on site concept and building program.
 - b. Detailed third party cost estimate of proposed Phase 1 improvements.

Mr. John Beacham
April 5, 2024

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6. Deliverables

- a. Documentation for Master Plan amendment (if required)
- b. Feasibility Study Document for conceptual Phase 1 design to include:
 - i. Executive Summary
 - ii. Site Concept Plans
 - iii. Architectural Concept Plans & Elevations.
 - iv. Design Narratives, including architectural, Structural, MEP and Civil/Landscape.
 - v. Detailed construction cost estimate of conceptual Phase 1.

EXCLUSIONS

The scope of work proposed is limited to the initial phasing and concepts. Land Use Permitting, environmental review, and construction documents are excluded.

Other Exclusions:

- Acoustical Engineering
- Final Presentation Materials (Formal Renderings / Models)
- Construction Bid Packages
- Utility Rebate Assistance
- FF&E Assistance, Selection, and/or Procurement
- Value Engineering
- Constructability Review
- Life Cycle Cost Analysis (LCCA)

COMPENSATION

• **Compensation for Scope of Services**

Integrus will provide professional services based on the scope of services described above as follows:

Integrus Architecture - Hourly Fee Not-To-Exceed	\$42,420.00
Integrus Structural – Hourly Fee, Not-To-Exceed	\$4,230.00

• **Consultants**

MW Engineers Electrical	\$6,910.00
MW Engineers Mechanical	\$7,290.00
AHBL Civil Engineering	\$5,500.00
Cost Estimating	\$5,250.00
Integrus Markup	<u>\$2,495.00</u>
Consultant Fees	\$27,445.00

• **Additional Services**

Services requested beyond those included in this proposal shall be considered additional services and will be billed either on an hourly basis at the attached hourly rates. Hourly rates are subject to modification on an annual basis.

Hourly Services included in Proposal:

Architectural Renderings	TBD if requested.
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Total Additional Services Fee	\$0.00
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Mr. John Beacham
April 5, 2024

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- **Reimbursable Expenses**

Reimbursable expenses, and any other charges incurred during the course of our work not directly provided by us, shall be approved in writing by Owner and billed at direct cost.

Estimated Reimbursable Expenses

\$0

TOTAL FEE PROPOSAL – Not to Exceed

\$74,460.00

If you agree with the terms stated herein, please send us a formal agreement for signature.

Please feel free to call if you have any questions concerning our proposal. Thank you for the opportunity to work with you on this project.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.



Steven Clark, AIA

Architect | Associate Principal

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pc: Kathy Brazil, Integrus.

Post Falls Operations Center
City of Post Falls, Idaho

Integrus Project No.: 22418.00
Date: April 5, 2024

FEE PROPOSAL

Compensation - Hourly Rates

Rates may be adjusted annually. The next adjustment will be July 1, 2024.

Hourly Rates are as follows:

Principal in Charge	\$ 265.00	Engineer of Record	\$ 265.00
Principal Design	\$ 265.00	Project Engineer	\$ 165.00
Project Manager	\$ 185.00	Engineer in Training	\$ 135.00
Project Architect	\$ 165.00	Engineer Tech	\$ 115.00
Architectural Associate	\$ 125.00		
Specification Writer	\$ 120.00		
Interior Design	\$ 135.00		
Clerical / Administrative	\$ 85.00		

PROFESSIONAL SERVICES

1. Feasibility Study									Hourly
INTEGRUS ARCHITECTURE	PIC \$265	Princ. Des. \$265	PM \$185	PA \$165	Arch Assoc \$125	Spec Writer \$120	Interiors \$135	Admin. \$85	TOTAL
Service / Scope									
Program Analysis	2		2						
Site Analysis	2	4	2		8				
Site Concept Design	4	4	8	4	24				
Building Concept Design incl future phases.	4	8	8	12	40				
Design Meetings with City (bi-weekly)	12	12	12						
Feasibility Study Estimate & Documentation	2	2	20	8	40				
Total hours per employee	26	30	52	24	112	-	-	-	
Total Integrus Architectural Fee	\$6,890	\$7,950	\$9,620	\$3,960	\$14,000	\$0	\$0	\$0	\$42,420
INTEGRUS STRUCTURAL	Engineer of Record \$265		Project Engineer \$165		Engineer in Training \$135		Engineer Tech \$115		
Service / Scope									
Building Concept Design		2		8				10	
Feasibility Study Documentation		2		2				4	
Total hours per employee		4		10		-		14	
Total Integrus Structural Fee		\$1,060		\$1,650		\$0		\$1,610	\$4,320
CONSULTANTS									
MW Electrical								6,910	
MW Mechanical								7,290	
AHBL Civil/Landscape								5,500	
Cost Estimating								5,500	
Total Consultants								\$25,200	
Administration Fee/Mark Up						10.0%		2,520	
Total Consultants Plus Administration Fee									\$27,720
Feasibility Study									\$74,460
Estimated Reimbursable Expenses									ACTUAL
INTEGRUS ARCHITECTURE EXPENSES									TOTAL
Printing / Reprographics								N/A	
Shipping / Postage								N/A	
Total Consultants Plus Administration Fee									\$0
Estimated Reimbursable Expenses									\$0
TOTAL PROFESSIONAL SERVICES									\$74,460
ESTIMATED REIMBURSABLE EXPENSES									\$0
TOTAL FEE									\$74,460

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 5/7/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robbie Quinn, Parks Planner

SUBJECT: Community Garden Parking Lot Construction Agreements

ITEM AND RECOMMENDED ACTION:

The parks department is requesting council approval for the Mayor to sign the construction agreement with LaRiviere and the construction administration agreement with J-U-B Engineers, Inc. for the construction of the Community Garden parking lot project.

DISCUSSION:

On May 28, 2019, the Parks and Recreation Commission approved the master plan design for the community garden that was developed by Bernardo Wills Architects. Following the approved master plan, J-U-B was contracted to provide engineering services to develop construction documents for the parking lot and related site improvements on April 13, 2020.

On April 10, 2024, the City opened bids for the Community Garden Parking Lot. The city received four bids for the project. LaRiviere submitted the apparent low bid of \$582,547.33. The engineer's estimate for construction was \$550,000.00. After review, J-U-B and City staff believe the bid to be responsive and recommend the project be awarded to the low bidder, LaRiviere. This scope will include parking lot improvements such as curb and gutter, sidewalks, stormwater drainage, lighting, and asphalt paving. Additional site improvements will include a new water service, concrete, asphalt, and gravel trails, landscaping and irrigation, and site furnishings.

Staff is also seeking council approval for a contingency of 10 percent in the amount of \$58,254.73 for potential change orders of unforeseen conditions for a total construction amount of \$640,802.06. Change orders utilizing the contingency funds will require approval and signature by the Parks and Recreation Director or his designee.

Additionally, the staff is seeking council approval for the contract with J-U-B Engineers, Inc. for construction administration and observation for \$30,000.00. J-U-B will provide contract administration such as submittal review, review and preparation of contractor pay requests, and preparation of change order documentation. J-U-B will also provide construction observation such as construction diaries, materials review, testing procedure, workmanship observation, quantity tracking, erosion and sediment control compliance, punch list, and substantial and final inspections. This contract will be billed based on actual working hours, and it is assuming 12 weeks of construction.

The funding source for these contracts will be Park Impact Fees and the general fund.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$640,802.06 - Construction and 10% Contingency

\$30,000 - CA Contract

\$670,802.06 - Total

BUDGET CODE:

001-443.0000.62040

001-444.0000.94180

038-443.1667.95520

ATTACHMENTS:

1. Agreement_LaRiviere
2. Notice of Award_LaRiviere
3. JUB_BidReviewLetter_2024-04-10
4. 2024.05.02 Memo of Legal Bid Review
5. PublicWorks Search

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
(STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Post Falls ("Owner") and
LaRiviere, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Improvements to the Post Falls Community Garden. Work includes parking lot reconstruction, curb, gutter, sidewalk, paved trail, landscaping, irrigation, lighting, water service line, signing, pavement marking, and drainage infrastructure.

- 1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The City of Post Falls – Community Garden

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by J-U-B ENGINEERS, Inc., 7825 Meadowlark Way, Coeur d'Alene, Idaho 83815 (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially complete within 60 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after substantial completion. The Work will be substantially complete by October 1, 2024. Substantial Completion is defined as the site being open for public use of all roadway lanes, parking areas, sidewalks and paved paths without temporary traffic control devices.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	BID UNIT PRICE	BID PRICE
BASE BID					
2010.4.1.A.1	Mobilization	1	LS	\$80,000.00	\$80,000.00
201.4.1.G.1	Removal of Obstructions	1	LS	\$47,586.38	\$47,586.38
202.4.1.D.1	Excavation and Site Grading	1	LS	\$22,055.79	\$22,055.79
202.4.5.A.1	Unsuitable Material Excavation	60	CY	\$27.69	\$1,661.40
202.4.6.B.1	Imported Borrow	400	TON	\$23.55	\$9,420.00
206.4.1.H.3	Loose Riprap	20	CY	\$77.16	\$1,543.20
404.4.1.A.1	Water Service Connection, Size 1"	1	EA	\$5,732.42	\$5,732.42
601.4.1.A.11	12" Storm Drain Pipe, Class CGSP	50	LF	\$81.72	\$4,086.00
705.4.1.A.1	Charcoal Concrete Pad	162	SY	\$108.01	\$17,497.62
706.4.1.A.1	Rolled Curb	25	LF	\$27.86	\$696.50
706.4.1.A.3	Standard Straight 6" Curb	935	LF	\$31.25	\$29,218.75
706.4.1.A.5	Standard Straight 6" Curb and Gutter	45	LF	\$31.25	\$1,406.25
706.4.1.E.1	Concrete Sidewalk	355	SY	\$72.87	\$25,868.85
706.4.1.H.1	Pedestrian Ramp and Tactile Warning Surfaces	3	EA	\$2,900.05	\$8,700.15
802.4.1.B.1	Crushed Aggregate for Base Type I	595	TON	\$75.24	\$44,767.80
802.4.1.E.1	Crushed Aggregate for Gravel Pathway	60	TON	\$52.69	\$3,161.40

ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	BID UNIT PRICE	BID PRICE
810.4.1.A.1	Plant Mix Pavement - 1/2", SP-3	190	TON	\$182.98	\$34,766.20
1001.4.1.A.1	Temporary Erosion Control	1	LS	\$9,350.29	\$9,350.29
1102.4.1.A.1	Lighting System	1	LS	\$41,456.08	\$41,456.08
1103.4.1.A.1	Construction Traffic Control	1	LS	\$3,653.40	\$3,653.40
1104.4.1.A.1	Waterborne Pavement Markings	300	SF	\$6.53	\$1,959.00
1104.4.1.B.1	Thermoplastic Pavement Markings	100	SF	\$15.07	\$1,507.00
1105.4.1.E.1	Permanent Signing	2	EA	\$750.20	\$1,500.40
SP-1	RRFB (Double Sided)	2	EA	\$8,386.37	\$16,772.74
SP-2	Reset Sign on New Post	2	EA	\$603.81	\$1,207.62
SP-3	Fence	67	LF	\$79.29	\$5,312.43
SP-4	Drywell - Single Depth	2	EA	\$3,992.61	\$7,985.22
SP-5	Landscaping	1	LS	\$77,562.33	\$77,562.33
SP-6	Landscape Irrigation	1	LS	\$60,135.30	\$60,135.30
SP-7	Site Furnishings	1	LS	\$15,976.81	\$15,976.81
BASE BID TOTAL					\$582,547.33

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. ~~Ninety-Five percent (95%) of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~
 - b. ~~Ninety-Five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Work completed, less retainage and such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less two-hundred percent (200%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at substantial completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER'S sole discretion, reduce the amount of retainage being held.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor. Owner does not warrant that the Contract Documents or plans will be free from defect or error and Contractor is responsible for verifying viability of any plans and specifications for accuracy and completeness, and if a defect or error is discovered, the Contractor is obligated to inform the Owner.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- J. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. WH-5 Public Works Contract Report
 - 5. Technical Specifications – Division 100 of the Idaho Standards for Public Works Construction (not attached).

6. Supplementary Conditions.
 7. Specifications and Special Provisions as listed in the table of contents of the Contract and Specification Documents.
 8. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached).
 9. Drawings consisting of 20 sheets with each sheet bearing the following general title:
Community Garden
 10. Addenda (numbers 1 to 3, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 20, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award.
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this

restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents may ~~shall~~ be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Nondiscrimination Requirements*

- A. 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 State 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. The parties acknowledge that this is not a USDOT project, and the referenced regulations are adopted for purposes of spelling-out and clarifying non-discrimination for application to this project.

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, including employment practices.
3. Solicitations for Sub-contractors, 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 this 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 any other appropriate agency 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.

B. Incorporation of Provisions

1. The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or any other appropriate agency may direct as a means of enforcing such provisions including sanctions for non-compliance.
2. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Owner enter into such litigation to protect Owner's.

10.07 *ADDITIONAL REQUIREMENTS OF THE STATE OF IDAHO*

- A. The clauses 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. Instead, these clauses are included solely to comply with Idaho State Law.
- B. Boycotting Israel: If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Contractor employs ten (10) or more persons, then the Contractor 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).
- C. Government of China: Contractor 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.
- D. Contract with Abortion Providers: To the extent this Agreement is subject to the use of public funds, Contractor 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).
- E. Employment of Bona Fide Idaho Residents: If this Agreement contemplates public works construction, Contractor agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code 44-103, as employees on the Work in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If Contractor employs less than fifty (50) employees on the Work, Contractor may employ up to ten (10%) nonresidents on the Work. In all cases, Contractor agrees to give a preference to bona fide Idaho residents. The parties agree that if the Work involves the expenditure of federal aid funds, that this clause will not be enforced in a manner that conflicts with federal statutes prescribing a labor preference for veterans or prohibiting unlawful discrimination of preferences among United States citizens.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Post Falls

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

City of Post Falls

408 N Spokane Street

Post Falls, ID 83854

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

LaRiviere, Inc.

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

17564 N Dylan Ct

Rathdrum, ID 83858

Idaho Public Works

Contractors License No.: PWC -C-17425-U-1-2-3

Agent for service of process:

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City of Post Falls, Idaho
Community Garden

Notice of Award

Date: 4/17/2024

Project: Post Falls Community Garden

Owner: City of Post Falls

Owner's Contract No.:

Contract: City of Post Falls – Community Garden

Engineer's Project No.: 07-23-114

Bidder: LaRiviere, Inc.

Bidder's Address: 17564 N. Dylan Court

Hayden, ID 83835

You are notified that your Bid dated 4/10/2024 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Post Falls Community Garden.

Work includes parking lot reconstruction, curb, gutter, sidewalk, paved trail, gravel trail, landscaping, irrigation, lighting, water service line, signing, pavement marking, and drainage infrastructure.

The Contract Price of your Contract is Five-Hundred Eighty-Two Thousand, Five-Hundred Forty-Seven Dollars and Thirty-Three Cents (\$582,547.33).

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner 2 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), and General Conditions (Paragraph 5.01).
3. Other conditions precedent:
N/A

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

Copy to Engineer

April 16, 2024

Robbie Quinn
City of Post Falls
2002 W. Seltice Way
Post Falls, ID 83854

RE: CITY OF POST FALLS - COMMUNITY GARDEN BID REVIEW

Dear Mr. Quinn:

On April 10, 2024, the City of Post Falls received four bids for the City of Post Falls Community Garden Project. Per Article 19.04 of the Instructions to Bidders, the basis of award is on the total of the Base Bid. Per Article 2 of the Bid Form, the Bids will remain subject to acceptance for 45 days after the Bid opening. LaRiviere, Inc. submitted the apparent low bid. A summary of the bids is included below, and a detailed Bid Abstract is **enclosed**.

BIDDER	Schedule 1 - Transportation
LaRiviere, Inc.	\$582,547.33
Simco Development Group	\$582,895.00
Big Sky ID Corp	\$635,551.00
Interstate Concrete and Asphalt	\$647,208.10

J-U-B ENGINEERS, Inc. (J-U-B) has reviewed the bids to determine general compliance with the administrative requirements of the bidding process (i.e., whether each bid received was responsive) based on the following:

- Bid received on time, in a properly sealed envelope
- Bid signed
- Addenda properly acknowledged
- Bid Form completed in general conformance with the Instructions to Bidders
- Bid Security included and executed
- Bidder’s Idaho Public Works Contractor License number included
- Statutory Naming of Subcontractors Form completed (Plumbing, Electrical, HVAC).
- Contractor’s Non-Collusion and Anti-Discrimination Affidavits signed and included

Our review did not include independent verification of the Bidder’s business status, the signatory’s evidence of authority to sign, or other possible reasons for considering the bids unresponsive. However, J-U-B did verify the active status of the Idaho Public Works license for each Bidder and their named subcontractors. We reviewed that the license was valid but not scope classification nor specialty work.

We noted the following potential irregularities during our review of the Bids relative to the aforementioned items, which are also identified on the Bid Abstract.

LARIVIERE, INC:

- Plumbing subcontractor was not listed

BIG SKY ID CORP:

- Addendum No. 3 was not acknowledged.
- Plumbing subcontractor was not listed

INTERSTATE CONCRETE AND ASPHALT:

- PWC License was missing from Bid Form, however it was verified on Public Works website as being active.
- Plumbing subcontractor was not listed

A plumbing subcontractor was not listed by the apparent low bidder. Because there is water service line installation, a drinking fountain, and landscaping irrigation included with the project, a licensed plumber may be required per Idaho Code Title 54 Chapter 26. However, exceptions listed in 54.2602.1.f state that, "Nothing in this section or any other provision of this code shall be construed or applied to require a sewer contractor, sewage disposal contractor, or any excavating or utility contractor who generally engages in the business of installing, altering or repairing sewers, private and public sewage disposal systems, and water distribution and/or drainage lines outside the foundation walls of any building or structure to obtain a valid contractor's certificate of competency or to employ only journeymen plumbers possessing a valid journeyman plumber's certificate of competency or registration or to in any way require that his employees be registered, licensed or declared competent by the board."

Please have the City of Post Falls' legal counsel review the potential irregularities listed above, review the entirety of the bids received for responsiveness, and conduct any further review that is warranted in order to determine the final award status.

We are prepared to develop the award and agreement documents should you choose to award the project.

If you have any further comments or revisions to this information, please let us know. If you would like to discuss our review or have additional questions, please do not hesitate to contact me at (208) 762-8787.

Sincerely,

J-U-B ENGINEERS, Inc.



Riannon Zender, P.E.

Project Manager

Attachments: Bid Abstract (1 page)

Engineer's Opinion of Probable Cost: \$546,000

BID ABSTRACT

BIDDER NAME:				LaRiviere, Inc.		Simco Development Group		Big Sky ID Corp		Interstate Concrete and Asphalt	
ADDRESS:				17564 N. Dylan Court Rathdrum, ID 83858		P.O. Box 2023 Hayden, ID 83835		10063 Navion Drive Hayden, ID 83835		8849 W. Wyoming Avenue Rathdrum, ID 83858	
ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SCHEDULE 1 - TRANSPORTATION											
2010.4.1.A.1	Mobilization	1	LS	\$80,000.00	\$80,000.00	\$55,000.00	\$55,000.00	\$57,777.00	\$57,777.00	\$99,000.00	\$99,000.00
201.4.1.G.1	Removal of Obstructions	1	LS	\$47,586.38	\$47,586.38	\$40,000.00	\$40,000.00	\$14,200.00	\$14,200.00	\$32,101.00	\$32,101.00
202.4.1.D.1	Excavation and Site Grading	1	LS	\$22,055.79	\$22,055.79	\$5,500.00	\$5,500.00	\$43,404.00	\$43,404.00	\$54,652.00	\$54,652.00
202.4.5.A.1	Unsuitable Material Excavation	60	CY	\$27.69	\$1,661.40	\$51.50	\$3,090.00	\$77.00	\$4,620.00	\$104.00	\$6,240.00
202.4.6.B.1	Imported Borrow	400	TON	\$23.55	\$9,420.00	\$26.25	\$10,500.00	\$28.00	\$11,200.00	\$40.20	\$16,080.00
206.4.1.H.3	Loose Riprap	20	CY	\$77.16	\$1,543.20	\$90.00	\$1,800.00	\$148.00	\$2,960.00	\$141.00	\$2,820.00
404.4.1.A.1	Water Service Connection, Size 1"	1	EA	\$5,732.42	\$5,732.42	\$7,200.00	\$7,200.00	\$5,200.00	\$5,200.00	\$4,335.00	\$4,335.00
601.4.1.A.11	12" Storm Drain Pipe, Class CGSP	50	LF	\$81.72	\$4,086.00	\$122.00	\$6,100.00	\$102.00	\$5,100.00	\$118.00	\$5,900.00
705.4.1.A.1	Charcoal Concrete Pad	162	SY	\$108.01	\$17,497.62	\$150.00	\$24,300.00	\$212.00	\$34,344.00	\$175.00	\$28,350.00
706.4.1.A.1	Rolled Curb	25	LF	\$27.86	\$696.50	\$108.00	\$2,700.00	\$157.00	\$3,925.00	\$89.00	\$2,225.00
706.4.1.A.3	Standard Straight 6" Curb	935	LF	\$31.25	\$29,218.75	\$52.00	\$48,620.00	\$56.00	\$52,360.00	\$47.70	\$44,599.50
706.4.1.A.5	Standard Straight 6" Curb and Gutter	45	LF	\$31.25	\$1,406.25	\$91.00	\$4,095.00	\$92.00	\$4,140.00	\$69.10	\$3,109.50
706.4.1.E.1	Concrete Sidewalk	355	SY	\$72.87	\$25,868.85	\$112.00	\$39,760.00	\$173.00	\$61,415.00	\$128.00	\$45,440.00
706.4.1.H.1	Pedestrian Ramp and Tactile Warning Surfaces	3	EA	\$2,900.05	\$8,700.15	\$4,000.00	\$12,000.00	\$4,393.00	\$13,179.00	\$3,932.00	\$11,796.00
802.4.1.B.1	Crushed Aggregate for Base Type I	595	TON	\$75.24	\$44,767.80	\$17.00	\$10,115.00	\$58.00	\$34,510.00	\$27.20	\$16,184.00
802.4.1.E.1	Crushed Aggregate for Gravel Pathway	60	TON	\$52.69	\$3,161.40	\$17.75	\$1,065.00	\$103.00	\$6,180.00	\$66.90	\$4,014.00
810.4.1.A.1	Plant Mix Pavement - 1/2", SP-3	190	TON	\$182.98	\$34,766.20	\$256.00	\$48,640.00	\$203.00	\$38,570.00	\$146.00	\$27,740.00
1001.4.1.A.1	Temporary Erosion Control	1	LS	\$9,350.29	\$9,350.29	\$7,500.00	\$7,500.00	\$9,677.00	\$9,677.00	\$9,796.00	\$9,796.00
1102.4.1.A.1	Lighting System	1	LS	\$41,456.08	\$41,456.08	\$45,250.00	\$45,250.00	\$42,777.00	\$42,777.00	\$39,083.00	\$39,083.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$3,653.40	\$3,653.40	\$11,500.00	\$11,500.00	\$10,193.00	\$10,193.00	\$5,003.00	\$5,003.00
1104.4.1.A.1	Waterborne Pavement Markings	300	SF	\$6.53	\$1,959.00	\$11.00	\$3,300.00	\$7.20	\$2,160.00	\$4.05	\$1,215.00
1104.4.1.B.1	Thermoplastic Pavement Markings	100	SF	\$15.07	\$1,507.00	\$16.50	\$1,650.00	\$17.00	\$1,700.00	\$12.70	\$1,270.00
1105.4.1.E.1	Permanent Signing	2	EA	\$750.20	\$1,500.40	\$820.00	\$1,640.00	\$830.00	\$1,660.00	\$748.00	\$1,496.00
SP-1	RRFB (Double Sided)	2	EA	\$8,386.37	\$16,772.74	\$9,900.00	\$19,800.00	\$8,500.00	\$17,000.00	\$7,906.00	\$15,812.00
SP-2	Reset Sign on New Post	2	EA	\$603.81	\$1,207.62	\$675.00	\$1,350.00	\$668.00	\$1,336.00	\$661.00	\$1,322.00
SP-3	Fence	67	LF	\$79.29	\$5,312.43	\$60.00	\$4,020.00	\$50.00	\$3,350.00	\$9.30	\$623.10
SP-4	Drywell - Single Depth	2	EA	\$3,992.61	\$7,985.22	\$4,200.00	\$8,400.00	\$3,863.00	\$7,726.00	\$5,233.00	\$10,466.00
SP-5	Landscaping	1	LS	\$77,562.33	\$77,562.33	\$65,000.00	\$65,000.00	\$65,070.00	\$65,070.00	\$75,250.00	\$75,250.00
SP-6	Landscape Irrigation	1	LS	\$60,135.30	\$60,135.30	\$68,000.00	\$68,000.00	\$68,850.00	\$68,850.00	\$75,250.00	\$75,250.00
SP-7	Site Furnishings	1	LS	\$15,976.81	\$15,976.81	\$25,000.00	\$25,000.00	\$10,968.00	\$10,968.00	\$6,036.00	\$6,036.00
BASE BID TOTAL					\$582,547.33		\$582,895.00		\$635,551.00		\$647,208.10
Completed Bid Form				yes		yes		yes		Missing PWC #	
Addenda Acknowledged											
Addendum No. 1				yes		yes		yes		yes	
Addendum No. 2				yes		yes		yes		yes	
Addendum No. 3				yes		yes		no		yes	
General Contractor Public Works License Number				PWC - C-17425-U-1-2-3		028733-AA-1		002207-U-1		PWC-C-12090-U-1-2-3	
Anti-Discrimination Affidavit				yes		yes		yes		yes	
Non-Collusion Affidavit				yes		yes		yes		yes	
Bid Security				yes		yes		yes		yes	
Naming of Subcontractors											
Electrical				Thorco - PWC-C-10130-U-1-4		Thorco - PWC-C-10130-U-1-4		Thorco - PWC-C-10130-U-1-4		Thorco - PWC-C-10130-U-1-4	
HVAC				n/a		n/a		n/a		n/a	
Plumbing				n/a		R.L. Jacobs Plumbing, Inc. - PWC-C-12056-CC-4		n/a		n/a	



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

Memorandum of Legal Counsel

To: Robbie Quinn, Parks Planner
From: Field K. Herrington, City Attorney
Date: May 2, 2024
Re: April 10, 2024, Bid Opening – Community Garden

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 April 10, 2024, I received copies of four (4) bids that were received and opened by the City Clerk, Shannon Howard, at or about 11:00 a.m. on April 10, 2024.

The bids included those from LaRiviere, Inc. (\$582,547.33), Simco Development Group (\$582,895.00), Big Sky ID Corp (\$635,551.00), and Interstate Concrete and Asphalt (\$647,208.10).

I have reviewed the submittal from the apparent low bidder, LaRiviere, Inc. ("LaRiviere"). LaRiviere appears to be the lowest responsive bidder based on the bid total sheet. I also did a cursory review of the other bids, but they have not been thoroughly reviewed, and no analysis is presented here. However, if such a review is required, I will gladly accommodate.

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

1. I have reviewed the Bid Total Sheet and bid submittals from the City Clerk. It appears that LaRiviere's submittal 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. I would note that no plumbing or HVAC subcontractors were provided as there is no plumbing or HVAC work contemplated;
 - e. Executed Non-Collusion Affidavit;
 - f. The attestations and documents were executed by the president of the corporation and included evidence of authority to sign, as shown by the executed signing authority resolution; and
 - g. Executed Anti-Discrimination Affidavit.

3. I researched LaRiviere's Public Works License to confirm its validity, level, and approved types of work. LaRiviere is a licensed Public Works Contractor with an "Unlimited" license No. PWC-C-17425. I have attached a copy of the license information for your records.

Based on my review, LaRiviere is compliant with Idaho Law and the City of Post Falls Procurement standards. LaRiviere is the lowest responsive bidder at \$582,547.33, \$347.67 lower than the next lowest responsive bidder, Simco Development Group.

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

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>
LaRiviere Inc.	PWC-C- 17425	00001, 00002, 00003	1, 2, 3	UNLIMITED	ACTIVE	LaRiviere Inc.		17564 N Dylan Ct	RATHDRUM	ID	83858	(208) 683- 2646	5/31/2025	

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 5/7/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Craig Borrenpohl, Utility Manager
SUBJECT: Purchase of Pump for the 3rd. Avenue Lift Station

ITEM AND RECOMMENDED ACTION:

City Council authorizes the issuance of a purchase order for the procurement of a new 60HP motor for the 3rd Avenue Lift Station.

DISCUSSION:

The 3rd Avenue Lift Station was evaluated by engineering consultant Keller Associates to ensure pumping rates would be adequate for anticipated increases in flow rates at the lift station in the coming years. The attached system curve was developed by the consultant and used to select the appropriate higher horsepower motor. Typical equipment selection procedures were followed for this motor however procurement of goods at this price level requires authorization from the City Council which is why this agenda item is being presented.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

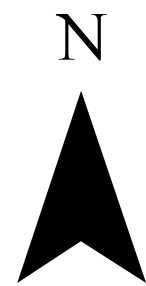
\$74,563.33

BUDGET CODE:

650-466.3104.68400 Lift Station Equipment Replacement

ATTACHMENTS:

1. 3rd Ave Lift Station System Curve_8-16-23
2. 39893 R3 Post Falls 3rd St Lift Station Upsizing



ASSUMPTIONS

Lengths/sizes of force mains listed in the MP, confirmed by City

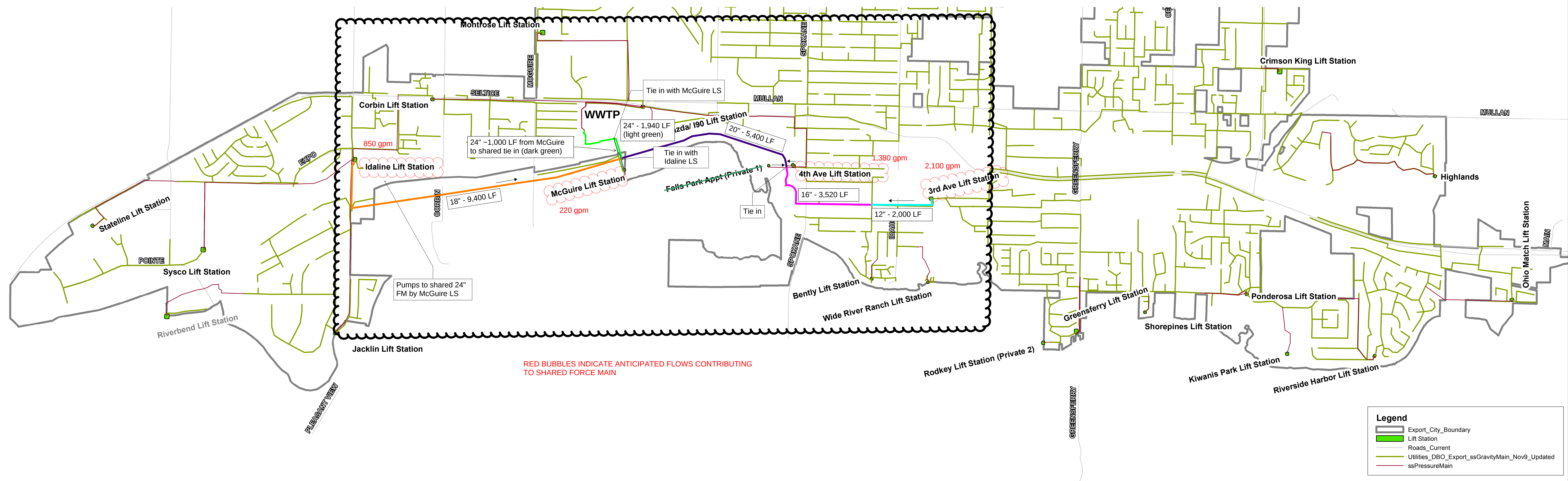
Flow capacities of the lift stations as listed in the MP, confirmed by City

The Falls Park apartment lift station is a private lift station with no data. as discussed on 8/16, this lift station does not contribute to the shared force main.

One scenario shows all downstream pumps on, the other scenario shows none of the downstream pumps on. The system curve is expected to be somewhere between the two, but it will vary depending on which pumps are on.

We assume the lift station discharges at an elevation of 2156 ft, and has a low water level of 2135.5 ft based on available record drawings. If the discharge point or low water level defer from those, the curve's shape will remain the same, but it will shift up or down vertically at y intercept

We assumed 5% minor loss throughout the force main (typical practice for minor losses at this stage)



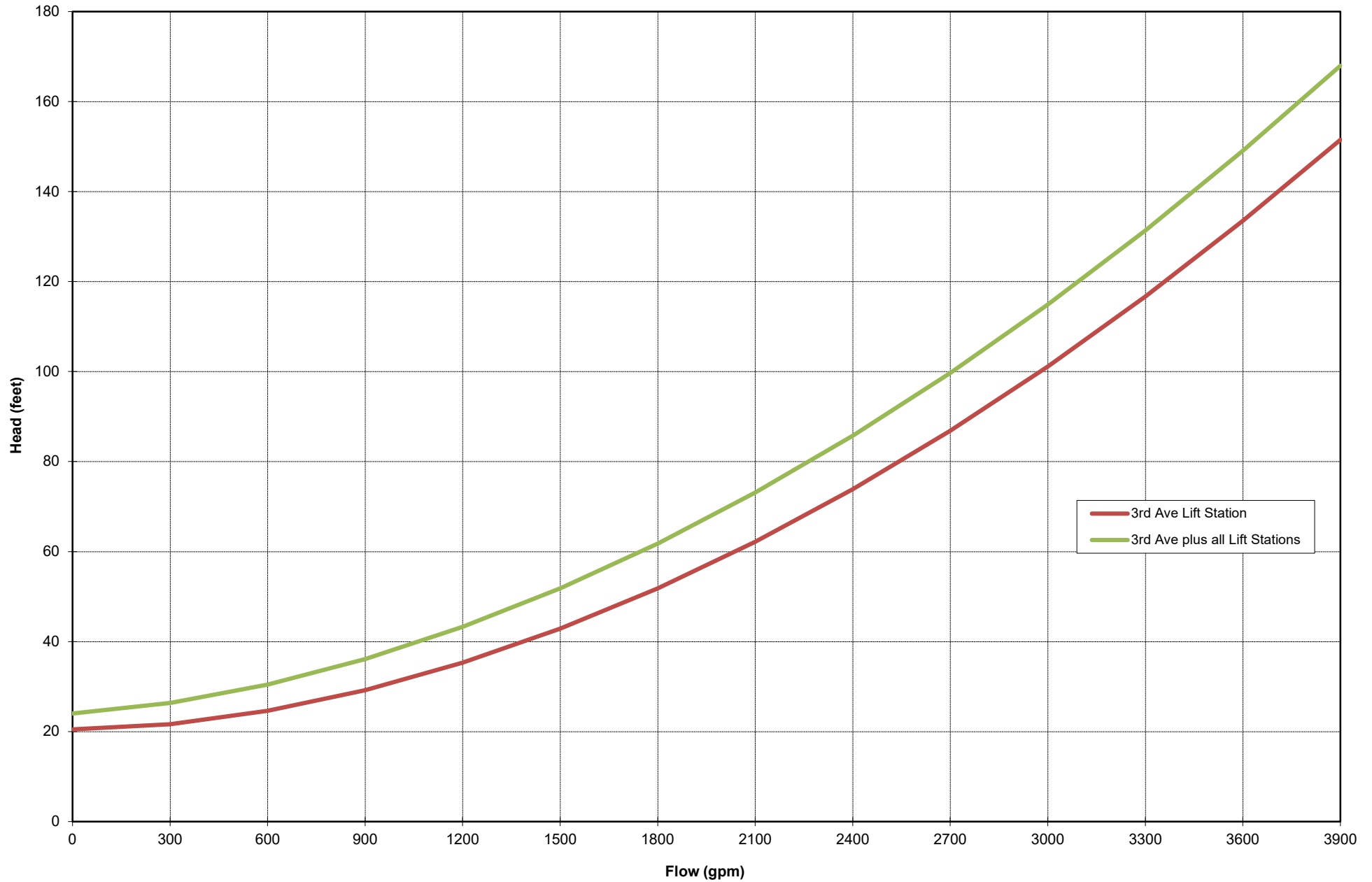
Existing Collection System

Wastewater Master Plan



Figure

City of Post Falls, ID
January 2018





16120 Woodinville-Redmond Road NE, Suite 3
Woodinville, WA 98072 Phone: (425) 486-9499

2501 Columbia Way Suite 300
Vancouver, WA 98661 Phone: (360) 694-9175

4/19/2024

Quote #: 39893 - 3

To: Post Falls, City of
Attn: Adam Tate
Email: atate@postfallsidaho.org
Phone: 2086516884

Project Name: Post Falls 3rd St Lift Station Upsizing

The following is Whitney Equipment Company's proposal for equipment we can furnish for the above referenced project. A detailed list of the equipment and services included in this proposal is shown in the following Scope of Supply. Only items listed in the Scope of Supply are included in this proposal. This proposal is valid for 30 days from the date listed above. Please contact us to verify pricing and availability beyond 30 days as pricing and availability may vary. The conditions of sale associated with this proposal are attached.

Engineering calculations and design services are included only when specifically listed in the Scope of Supply. Field or startup services are not included unless specifically listed in the Scope of Supply. If additional field or onsite assistance is needed beyond what is included in the Scope of Supply, it can be supplied at a rate of \$193.00/hour at the job site, plus travel time and expense. Unless specifically listed in the following Scope of Supply, we do not include haulage, unloading including provision of lifting equipment, permits, bonds, insurance, installation, sales or use taxes or duties of any kind, power, chemicals, water, concrete, grout, anchor bolts, controls, wire, conduit, lights, fans, piping, valves, fittings, drains, meters, gauges, signs, safety equipment, labor, tools, field paint, lubricants, or any other items not listed as included.

Prices are firm for 30 days. Purchaser must also pay any costs incurred for additional field or onsite assistance no later than 30 days after receipt of an invoice for field or onsite services from Whitney Equipment Company.

The equipment will be coated with the manufacturers' standard preparation and coatings unless special coatings are listed in the Scope of Supply. Equipment will be prepared for shipment per the manufacturers' standard packing procedure. The purchaser is responsible for receiving all items including promptly inspecting for damage, noting damages, and filing for all missing or damaged items in a timely manner. Freight shall be standard ground or ocean freight unless otherwise listed. The purchaser is responsible for proper storage and handling of the equipment per the manufacturer's recommendations prior to installation to ensure warranty coverage. Warranty coverage shall be manufacturer's standard warranty unless specifically listed in the Scope of Supply.

This job is being handled by Derek Nesbitt, phone . Please call if you need further information or prices.



Quote # : 39893 - 3
Quote name : Post Falls 3rd St Lift Station
Upsizing

Customer name : Post Falls, City of
Salespersons name : Derek Nesbitt

SCOPE OF SUPPLY

Adam

See Quote for Pumps to upgrade the 3rd St Lift Station. I ran the curves with your new system curve data and on the (worst case curve) with one pump you will be about 2015gpm @ 71ft Head and with 2 pumps running 2377gpm @ 83.1ft head.

See all the curves below for reference.

REV2 = Remove one pump add mix flush valve

REV3 = Remove Mix Flush Valve

Quantity	Product / Description	Price per Unit	Total Price
1 each	3202.095-0016 Flygt Submersible Pump Flygt Submersible Pump Configuration - NP Impeller Code - N640 Discharge Size - 8" Horsepower - 60 Voltage - 460 Phase - 3 Cable Length - 50' Motor Rating - FM Leak and Temp Sensor - FLS Drilled for - FV	\$73,121.05	\$73,121.05

Sub-Total: \$73,121.05

Freight: \$1,442.28

TOTAL: \$74,563.33

Lead Times: 14-16 Weeks From Sweden

Freight Terms: FOB Factory, prepaid and added to invoice

Sales tax is not included unless specified.

Payment Terms: NET30

Sincerely,
Derek Nesbitt, Outside Sales



WECI

Whitney Equipment Company, Inc

Quote # : **39893 - 3**

Quote name : Post Falls 3rd St Lift Station
Upsizing

Customer name : Post Falls, City of

Salespersons name : Derek Nesbitt

Purchaser's Signature: By signing below, I certify that I am an authorized representative with the authority to enter into contracts on behalf of the company identified below, and that I accept the terms included with this proposal.

Signature

Date

Print Name and Title

BILL TO

SHIP TO

Company or Organization Bill To

Company or Organization Ship To

Bill To Address

Ship To Address

City/State/Zip

City/State/Zip

Billing Contact Name

Shipping Contact Name

Billing Contact Email

Shipping Contact Email

Billing Contact Phone Number

Shipping Contact Phone Number

PO # if applicable _____

If using a Purchase Order:

Make PO out to

Whitney Equipment Company Inc

16120 Woodinville Redmond Rd NE #3

Woodinville, WA 98072

Email: sales@weci.com



Quote # : 39893 - 3

Quote name : Post Falls 3rd St Lift Station Up

Customer name : Post Falls, City of

Salespersons name : Derek Nesbitt

**WHITNEY EQUIPMENT CO., INC.
WOODINVILLE, WA
STANDARD CONDITIONS OF SALE**

These are Whitney Equipment Co., Inc., the Seller, Standard Terms and Conditions and the basis of our offer to the Buyer, unless specifically altered in writing as permitted herein. Any changes may affect the quoted price. These Standard Terms and Conditions and the bid quote, purchase order, or other order form to which they are attached (the "Bid Quote") form a contract between Buyer and Seller for the sale of products described in the Bid Quote (the "Contract").

ACCEPTANCE: Submission of this Contract to Buyer constitutes Seller's offer to the Buyer and on acceptance becomes a binding contract on the terms set forth herein. Buyer's acceptance is expressly limited to the terms of this Contract. Seller rejects all terms included in any response by the Buyer to this Contract that are in conflict with, inconsistent with, or in addition to the terms and conditions contained herein. But if a conflict arises between the terms of a purchase order first issued by Buyer and the terms of this Contract, the terms of this Contract shall take precedence.

ENTIRE AGREEMENT: The Contract comprises the entire agreement between the Buyer and the Seller, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Contract prevails over any terms and conditions of purchase provided by Buyer, regardless of whether or when the Buyer has submitted its purchase order or such terms. In addition, implied terms and conditions from the Buyer's contracts with other entities are not valid or enforceable with respect this Contract. Fulfillment of the Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this Contract.

GOVERNING LAWS: Seller will comply with all laws applicable to Seller during sale of the products. Buyer will comply with all laws applicable to Buyer during operation or use of the products. The laws of the State of Washington shall govern the validity, interpretation, and enforcement of any order of which these provisions are a part, without giving effect to any rules governing the conflict of laws. Assignment may be made only with written consent of both parties. Buyer shall be liable to the Seller for any attorney's fees and costs incurred by Seller in enforcing any of its rights hereunder. Unless otherwise specified, any reference to Buyer's order is for identification only.

JURISDICTION AND VENUE: Any legal suit, action or proceeding arising out of relating to this Contract shall be commenced in federal or state court located King County, Washington and Seller and Buyer (i) irrevocably submit to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding and (ii) irrevocably waive (to the extent permitted by applicable law) any objection which they now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts in and of the State of Washington, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum.

ATTORNEYS FEES AND EXPERT COSTS: The prevailing party in any legal suit, action, or proceeding arising out of relating to the Contract shall be awarded its reasonable attorneys' fees and experts costs.

WARRANTY:

THE SELLER MAKES NO WARRANTIES ON ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BUT THE BUYER SHALL RECEIVE WARRANTIES, IF ANY, PROVIDED BY THE MANUFACTURER OF THE PRODUCTS SOLD UNDER THIS CONTRACT. THE SELLER IS EXPRESSLY EXCLUDED FROM ANY WARRANTY AND ALL CHARGES, FOR LABOR, INSTALLATION, REMOVAL, REPAIR, REINSTALLATION, SHIPPING, UTILITIES, EQUIPMENT RENTAL, OTHER REQUIRED MATERIALS, OR ANY OTHER ITEMS. THE PARTIES AGREE THAT THE BUYER'S SOLE AND EXCLUSIVE REMEDIES SHALL BE AGAINST THE PRODUCT MANUFACTURER AS PROVIDED HEREIN. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, DOWN TIME, OPERATING OR MAINTENANCE COSTS, INJURY TO PERSONS OR PROPERTY, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO BUYER. BUYER SHALL FOLLOW ALL STORAGE, OPERATION, AND MAINTENANCE PROCEDURES SPECIFIED BY THE MANUFACTURER FOR WARRANTY COVERAGE, FAILURE TO FOLLOW THESE PROCEDURES INCLUDING DOCUMENTATION MAY RESULT IN LOSS OF WARRANTY COVERAGE.

TAXES: Seller does not include any Federal, State, City, County, or other sales, custom duties, or taxes such as sales, use, excise, retailer's, occupation or similar taxes and fees, in the Contract Price unless otherwise explicitly stated in writing. Any taxes not included in the Bid Quote will be added to the Contract Price. In lieu of paying such taxes to the Seller, the Buyer may furnish the Seller with a Tax Exemption Certificate or other legal and appropriate taxing authorities at any time.

PAYMENT TERMS: All quotations or proposals are in US Dollars unless explicitly stated otherwise in writing. Seller shall submit invoices for payment to Buyer for percentages of the Contract Price as described in Bid Quote. Buyer must pay all invoices submitted by Seller no later than 30 days after the date of the invoice. the shipment is delayed by the Buyer, date of readiness for shipment shall be deemed the date of shipment for payment purposes. The Seller may require advance payment or a certificate of deposit, or may otherwise modify credit terms, should the Buyer's credit standing not meet the Seller's requirements. A service charge of 2.5% per month on the unpaid balance will be charged on all overdue monies payable. Buyer shall not assign or transfer their contract or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void. Buyer agrees to pay all collection costs and costs of suit, including reasonable attorney fees, in the event Seller institutes collection action for overdue account. Seller expressly reserves all available lien rights in connection with any transaction between the parties. Unless explicitly agreed upon in writing, retainage against the contract amount is not allowed. The Seller reserves the right to repossess all equipment that is not paid for in full per this Contract's payment terms.

CREDIT CARD PAYMENTS: All credit card payments will require an additional 2% surcharge in addition to the Contract Price listed in the Contract. All credit card payments over \$5000.00 require written pre-approval by the Seller prior to processing; approval is not guaranteed.

CREDIT: Buyer is required to provide all necessary credit information to Seller with each order, including bank reference, bonding company, or other necessary information with complete names, addresses, phone numbers, personal references, and account and bond numbers. The Seller will determine, in its sole discretion, what is acceptable and what credit rating is required for the Seller to allow a purchase on credit.

PRICE: The prices specified are in U.S. currency, payable free of all expense to the Seller for collection charges.



Quote # : 39893 - 3

Quote name : Post Falls 3rd St Lift Station Up

Customer name : Post Falls, City of

Salespersons name : Derek Nesbitt

STARTUP PAYMENTS: If startup services are included in this Contract, the pre-agreed upon payment amount shall be due when startup is complete. If startup is delayed more than 90 days after equipment delivery, payment for startup shall be due 90 days after equipment delivery prior to the startup occurring. Delaying in paying this portion of the contract is subject to the PAYMENT TERMS above.

SHIPMENTS AND DELIVERY: Delivery and shipping times are Seller's best estimate and do not include product approval time or order processing time. Seller is not liable for any damages, fees, costs, expenses or penalties arising from (1) loss of or damage to product in transit or (2) delays in shipping or delivery of the product, including all delays caused by an accident; riots; insurrections; national emergency; labor disputes of every kind however caused; embargoes; non-delivery by suppliers; delays of carriers or postal authorities; or governmental restrictions, prohibitions, or requirements. Seller may, in its sole discretion, without liability or penalty, make partial shipments of products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's order. Cost of handling and freight is only included when it is explicitly listed in this Contract.

NON-DELIVERY: The quantity of any installment of products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Any liability of Seller for non-delivery of the products shall be limited to replacing the products within a reasonable time or adjusting the invoice respecting such products to reflect the actual quantity delivered.

APPROVALS: Buyer is responsible for obtaining approval on products from project owners and engineers. The Seller represents only those products are as described in this Contract. The Seller does not warrant that the products described will be approved or otherwise satisfactory to project owners or engineers, or that products meet project specifications. Seller does not guarantee compliance with any codes or laws unless explicitly stated in this Contract. Performance of the overall system that incorporates the products is not guaranteed.

OCCUPATIONAL SAFETY AND HEALTH ACT of 1970 – Seller does not warrant or represent that any of Seller's products by themselves or in a system or with other equipment will conform to or comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder, or any other federal, state, or local law or regulation of the same or similar nature.

LIMITATION OF LIABILITY - NEITHER SELLER, NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE, PROVIDED HOWEVER, IF THE BID QUOTE INCLUDES FIELD OR STARTUP SERVICE, SELLER'S LIABILITY FOR SAID SERVICES SHALL BE LIMITED TO THE VALUE OF THE SERVICES. BUYER AND SELLER AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT REGARDLESS OF WHETHER ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

STORAGE – If for any reason Buyer fails to accept products that have been delivered by Seller, or if Seller is unable to deliver the products because Buyer has not provided appropriate instructions, documents, licenses, or authorizations, then Seller may place the products in storage at Buyer's cost and expense, which includes the cost of storage, shipping fees, insurance, and other incidental expenses. The Buyer carries risk of loss for products in storage.

TITLE - Title to the products and risk of loss or damage passes to Buyer upon delivery of the products at the Point of Delivery listed in the Bid Quote. As collateral security for the payment of the Contract Price for the products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to, and under the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Washington Uniform Commercial Code. Buyer agrees to perform all additional acts necessary to perfect and maintain said security interest.

INSURANCE: Buyer shall, at its own expense, purchase, maintain and carry adequate insurance for the products to protect against loss or damage from any external cause, including losses from fire, wind, water, or other causes. Insurance coverage must be maintained with insurance companies legally authorized to do business where said products are located in an amount at least equal to the value of said products until the products are accepted and paid for in full. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage that is satisfactory to Seller. The certificate of insurance must name Seller as an additional insured. In no case does the Contract Price, even if inclusive of freight, cover the cost of insurance beyond the Point of Delivery specified in the Bid Quote]

CANCELLATION: The Buyer may cancel its order only upon written notice, and in turn will make payment to Seller of reasonable cancellation charges specified by Seller.

ORAL STATEMENTS: The Seller's personnel may have made oral statements about the products described in this Contract during the sales process. Such statements do not constitute warranties or guarantees and shall not be relied on by the Buyer. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

CHANGES: Seller reserve the right to make changes and to substitute other material as needed to make shipments and fulfill orders under this Contract.

ERRORS: Seller reserves the right to correct clerical or stenographic errors or omissions.

STATUTE OF LIMITATIONS - To the extent permitted by applicable law, any lawsuit for breach of contract, including breach of warranty, arising out of the transactions covered by this order, must be commenced by the Buyer not later than twelve (12) months from the delivery of Seller's Products or the last day Seller performed any services, whichever is earlier.

INSPECTION: Buyer shall inspect Seller's Products upon receipt, and if Buyer's inspection reveals any defects in the Products, Buyer shall notify the Seller within three (3) days after receipt of the Products of any claim Buyer might have concerning such defects in the Products discovered by Buyer. Buyer's failure to notify Seller within such a three (3) day period shall constitute a waiver by Buyer of all claims covering such defects in the Products.

Whitney Equipment Company, Inc.

Page 5 of 6



Quote # : **39893 - 3**

Quote name : Post Falls 3rd St Lift Station Ups

Customer name : Post Falls, City of

Salespersons name : Derek Nesbitt

It is the Buyer's responsibility to inspect for shipping damage upon delivery and to initiate a damage claim with the freight carrier. Damage occurring in-transit by the freight carrier must be claimed by the Buyer and is not the Seller's responsibility.

NOT INCLUDED: Seller does not include any item not specifically listed as included. References to specifications and drawings in the Scope of Supply section of the Bid Quote does not indicate that all items in those documents are included in the Scope of Supply. Unless clearly included in this Contract, engineering and design services are not included in this Contract.

FREIGHT: Prices quoted are F.O.B. point of manufacture and do not include freight unless specifically listed as included. Title passed to the Buyer at the Point of Delivery listed in the Bid Quote and all freight claims are the responsibility of the Buyer.

BACKCHARGES will not be accepted unless approved by Seller, in writing, before any work is done.

DELAYS: Price and terms and conditions are subject to revision if manufacture is not released at time of order placement or drawings for approval are not returned within 30 days from receipt by customer, or manufacture is released and subsequently held or delayed by the customer for more than 30 days, or customer requests longer than quoted shipment. If Seller suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, pandemic, act or failure to act of government, act or omission of Buyer, fire, flood, strike or labor troubles, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give Buyer notice in writing within a reasonable time after the Seller becomes aware of any such delay.

DECOMPOSITION AND WEAR: Decomposition by chemical action and wear caused by the presence of abrasive materials shall not constitute defects.

BUYER DATA - Timely performance is contingent upon the Buyer supplying to the Seller, when needed, all required technical information, including drawing and submittal approval, and all required commercial documentation. The Buyer shall also supply and complete all shipping delivery information, pre-delivery checklists, and pre-startup checklists in a timely manner or the overall schedule of the project may be impacted at no cost to the Seller regardless of any potential agreed upon damages.

BUYER SUPPLIED COMPONENTS - Buyer acknowledges that the products purchased by Buyer under this Contract may contain products supplied by the Buyer or supplied by a third party at the Buyer's direction ("Buyer Supplied Components"). Buyer Supplied Components are not covered by any warranty or guarantee in this Contract. For the avoidance of doubt, Seller makes no representations or warranties with respect to any Buyer Supplied Components. Seller disclaims any liability arising from Buyer Supplied Components delivered late, damaged, defective, or nonconforming. In no event shall Seller be liable for consequential, indirect, incidental, special, exemplary, punitive damages, or lost profits, arising out of or relating to late delivery of or defective Buyer Supplied Components. Subject to the terms and conditions of this Contract, Buyer shall indemnify, defend and hold harmless Seller and its representatives/officers, directors, employees, agents, affiliates, successors and permitted assigns ("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney and expert fees, fees and costs of enforcing any right to indemnification under this Contract, and the cost of pursuing any insurance providers, incurred by Indemnified Party in a final judgment relating to any third-party claims arising from defective Buyer Supplied Components.

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 5/7/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager

SUBJECT: Solids Hopper Building Modification - Bid Review

ITEM AND RECOMMENDED ACTION:

City Council reviews and authorizes the rejection of all bids for the Solids Hopper Building Modification project.

DISCUSSION:

The City entered into a contract with J-U-B Engineers for engineering design and project bidding support services for modifications to the Water Reclamation Facility Solids Hopper and Hopper Building. The project design was completed and the city ordered several of the larger valves for the modification project. This order was authorized by Council on December 5, 2023. The remaining construction items were informally bid with three contractors per IDAPA 67-2805 (1) "Semi-Formal" Bidding Procedures. Bids were opened on April 2, 2024. The received bids were all above the limits set forth in IDAPA 67-2805 and City Legal was consulted on options for moving the project forward.

While a legal analysis of procedures indicates a bid award may be possible, staff believe the best option is to reject all bids and not award the project at this time. If rejected, the Solids Hopper Modifications project will be incorporated into a larger set of needed projects at the Water Reclamation Facility. This larger package will then be rebid following typical competitive open bid procedures. If awarded, the bid may be challenged by contractors for not meeting the "Semi-Formal" bid limits.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Solids Hopper Modifications Knife Valve Order and CMS Contract - December 5, 2023

APPROVED OR DIRECTION GIVEN:

Authorized CMS contract with JUB Engineers and Knife Valve order.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. BidReviewLetter_2024-04-03

April 4, 2024

Craig Borrenpohl, PE
Utilities Manager
City of Post Falls
2002 W. Seltice Way
Post Falls, ID 83854

RE: CITY OF POST FALLS WRF BIOSOLIDS HOPPER MODIFICATIONS PROJECT - BID REVIEW

Dear Mr. Arbini:

On April 2, 2024, the City of Post Falls received three bids for the WRF Biosolids Hopper Modifications Project. Per Article 19.08 of the Instructions to Bidders, the basis of award is the lowest Total Bid-Schedule A. Per Article 2 of the Bid Form, the Bids will remain subject to acceptance for 60 days after the Bid opening. S&L Underground, Inc. submitted the apparent low bid. A summary of the bids is included below, and a detailed Bid Abstract is **enclosed**.

BIDDER	Total Bid Schedule A
S&L Underground, Inc.	\$329,984.45
TML Construction, Inc.	\$351,237.45
Apollo, Inc.	\$377,934.45

J-U-B ENGINEERS, Inc. (J-U-B) has reviewed the bids to determine general compliance with the administrative requirements of the bidding process (i.e., whether each bid received was responsive) based on the following:

- Bid received on time, in a properly sealed envelope
- Bid signed
- Evidence of authority to sign provided
- Addenda properly acknowledged
- Bid Form completed in general conformance with the Instructions to Bidders
- Bid Security included and executed
- Bidder's Idaho Public Works Contractor License number included
- Statutory Naming of Subcontractors Form completed (Plumbing, Electrical, HVAC).
- Contractor's Non-Collusion and Anti-Discrimination Affidavits signed and included

Our review did not include independent verification of the Bidder's business status, the signatory's evidence of authority to sign, or other possible reasons for considering the bids unresponsive. However, J-U-B did verify the active status of the Idaho Public Works license for each Bidder and their named subcontractors. We reviewed that the license was valid but not scope classification nor specialty work.

We noted the following potential irregularities during our review of the Bids relative to the aforementioned items, which are also identified on the Bid Abstract.

S&L UNDERGROUND:

- We are unsure if the document provided "Resolution: Authorize Appointment of Director or Officer" is sufficient in place of the Authority to Sign requirement.

APOLLO:

- Naming of Subcontractors Form:
 - The PWC License will expire 4/30/2024 for the Electrical sub – Power City Electric, Inc.

Based upon the review of the items summarized above, it is our opinion that all bids responsive despite the irregularities. Please have the City of Post Falls' legal counsel review the potential irregularities listed above, review the entirety of the bids received for responsiveness, and conduct any further review that is warranted in order to determine the final award status.

BIDDING PROCEDURES AND CONCLUSION

Bids for this project were solicited under IDAPA 67-2805 (1) "Semi-Formal" Bidding Procedures in which bids were solicited from a minimum of three licensed contractors with an expected bid/contract price less than \$200,000 based on the Engineer's Opinion of Probable Cost.

The resulting bids received were all in excess of the \$200,000 threshold defined by Idaho Code. Based on this, it is our recommendation to reject all bids and re-bid the project under the applicable bidding procedures.

Please review this information with your legal staff for concurrence as you review the submitted bids. If you have any further comments or revisions to this information, please let us know. If you would like to discuss our review or have additional questions, please do not hesitate to contact me at (208) 762-8787.

Sincerely,

J-U-B ENGINEERS, Inc.



Michael Conn, P.E.

Project Manager

Attachments: Bid Abstract (1 page)

Cc: Adam Tate, Chief Operator; John Beacham, Public Works Director

CITY OF POST FALLS WRF: BIOSOLIDS HOPPER MODIFICATIONS PROJECT							
BID OPENING - CITY OF POST FALLS - 2:00 P.M. - APRIL 2, 2024							
BID ABSTRACT		BIDDER NAME:		J-U-B Engineer's Opinion of Probable Cost (incl. 5% Bidding	S&L Underground, Inc. P.O. Box 1952, 66304 Highway 2 Bonners Ferry, ID 83805	TML Construction, Inc. P.O. Box 2970 Hayden, ID 83835	Apollo, Inc. 1133 W. Columbia Drive Kennewick, WA 99336
ITEM NO.	ITEM DESCRIPTION	QUAN.	UNIT	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
1	WRF Bisolids Hopper Modlfications	1	LS	----	\$325,450.00	\$347,303.00	\$374,000.00
2	Use Tax on Owner Furnished Materials and Equipment	1	LS	\$3,934.45	\$3,934.45	\$3,934.45	\$3,934.45
	TOTAL SCHEDULE A			\$194,250	\$329,384.45	\$351,237.45	\$377,934.45
INFORMATION SUMMARIZED BELOW TO BE REVIEWED BY LEGAL COUNSEL							
Completed Bid Form		-		yes		yes	yes
Evidence of Authority to Sign		-		yes (1)		yes	yes
Addenda Acknowledged		-		yes		yes	yes
Addendum No. 1		-		yes		yes	yes
General Contractor Public Works License Number		-		PWC-C-14825-U-1-2-3		PWC-C-14401-U-1-3-5	PWC-C-14034-U-1-2-3-5
Non-Collusion Affidavit		-		yes		yes	yes
Anti-Discrimination Affidavit		-		yes		yes	yes
Bid Security		-		yes		yes	yes
Supplemental Items Included, but not required to be submitted with bid:		-					
Naming of Subcontractors		-		yes		yes	yes
Plumbing		-		n/a		n/a	n/a
HVAC		-		n/a		n/a	n/a
Electrical		-		Shannon Industrial Contractors - PWC-C-17037-U-1-3-4		Shannon Industrial Contractors - PWC-C-17037-U-1-3-4	Power City Electric - PWC-C-14180-U-4
Footnotes:		(1) officer appointment document to be reviewed by City legal)					

**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 5/7/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Andrew Arbini, Projects Division Manager
SUBJECT: Spokane Street Project

ITEM AND RECOMMENDED ACTION:

Staff Report and update on the Spokane Street project

DISCUSSION:

Staff Report and update on the Spokane Street project

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

ATTACHMENTS:

None

CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 5/7/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Shelly Enderud

SUBJECT: Community Parade Support Request - Nonprofit Application

ITEM AND RECOMMENDED ACTION:

The Post Falls Community Ambassadors have submitted a request to the City for assistance with the Post Falls Festival Parade. Unlike many other cities, the City of Post Falls has no specific regulations regarding parades and the use of city staff to support parades. Staff is asking Council for direction on developing a policy regarding parade support.

DISCUSSION:

The Post Falls parade has been hosted by the Post Falls Ambassadors for a number of years after the Chamber stepped down from this task.

For the last several years, the following protocols have been used for the parade:

- Post Falls Community Ambassadors obtained insurance for the parade.
- Post Falls Chamber accepted/processed parade applications.
 - The application fee and sponsorships were collected by the PF Community Ambassadors.
- The City of Post Falls Police executed agreements with ITD to use Seltice Way.
 - This process needs to change, because the Chief can't agree on behalf of the city and the city can't assume the liability for the Chamber or the Community Ambassadors.
- Once applications were received, the PF Police Department, PF Community Ambassadors, and PF Chamber would meet and determine the order of the parade applicants.
- The day of the parade, the Post Falls Police and Streets departments closed off the intersections. PD staffed the closed intersections during the parade and walked the parade route and provided some cars for the parade.
- Capt. Mealer followed the last parade entrant to mark the end of the parade. Officers opened intersections and street department employees picked up the cones after Capt. Mealer passed.
- A total of 24 PD staff assisted with the parade, along with a few volunteers and 4/5 streets personnel. Staff were paid overtime for their work supporting the parade.
 - This required approximately 175 hours of staff time.
 - The approximate personnel cost to the city is \$11,000. This does not include any overhead or supply costs for this support.
- The city provided golf carts, clip boards, cones, sandwich boards, etc.

Recommendations: The current model for the parade is not sustainable long-term and staff recommends the City adopt a policy and corresponding fee resolution containing the following information:

- The city to adopt special event/parade fees like the example cities provided.

- Application fee for processing.
- Rental fee for items provided.
- Street closure fees.
- Personnel cost fee.
- The city to adopt a policy outlining the parameters, staff commitment, street closures, and rental options like example cities provided.
- The PD would provide officers for security purposes only.
- Traffic management, including intersection closures, would be provided by a traffic management company hired by the parade sponsor.
- Any staging would be handled by the above company or volunteers organized by the parade host.
- The parade host would fill out all appropriate road closure agreements.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Any support provided for parade events would come from the general fund.

BUDGET CODE:

Budget codes would be identified in the recommended policy.

ATTACHMENTS:

1. Parade application
2. Example Cities Parade Regulations
3. CA Enderud Memo PFPD hours for parade



City Of Post Falls External and Non-Profit Funding Application

Version 2023.0

CITY OF POST FALLS
408 Spokane St.
Post Falls, ID 83854
Phone 208.773.3511 ♦ Fax 208.773.8362

ORGANIZATION NAME: Post Falls Community Ambassadors, INC

MAILING ADDRESS: P.O. Box 1011

STREET ADDRESS (if different): _____

CITY: Post Falls STATE: Idaho ZIP: 83877

PHONE: (208) 661-1235 EMAIL: scothaug@gmail.com

TAX ID NUMBER 47-4200968

PROGRAM
NAME: Post Falls Days Parade

If you do not meet the following criteria you may not qualify for City of Post Falls funding.

- The Organization is a government or quasi-governmental agency, is incorporated and exempt from federal income tax under the provisions of Section 501 C (3) of the Internal Revenue Code, or is an entity that is otherwise eligible to receive tax deductible gifts.
- The organization is under the direction of a local volunteer governing body (board), or if it is a government or quasi-governmental agency, the agency has its own local governing body (advisory board/council).
- The organization has an established staff position (paid or unpaid) which is organized and functioning to administer the program.
- The service provided by the organization has a public purpose that also provides a benefit to the citizens of Post Falls.
- The organization serves the community without discrimination as to race, color, sex, religion, or national origin.

Scot Haug	Digitally signed by Scot Haug DN: cn=Scot Haug, o=Scot Haug Construction, email=scot@scot-haug.com, c=US Date: 2024.04.12 22:19:40 -0700	(208) 661-1235	Scot Haug	Digitally signed by Scot Haug DN: cn=Scot Haug, o=Scot Haug Construction, email=scot@scot-haug.com, c=US Date: 2024.04.12 22:20:05 -0700	(208) 661-1235
Authorized Person (Signature)		Phone	Board Chair/President (Signature)		Phone
Scot Haug, Member		4/12/2024	Scot Haug		4/12/2024
Printed Name and Title		Date	Board Chair/President (Printed)		Date
Scot Haug			Scot Haug	Digitally signed by Scot Haug DN: cn=Scot Haug, o=Scot Haug Construction, email=scot@scot-haug.com, c=US Date: 2024.04.12 22:20:50 -0700	(208) 661-1235
Name of person completing application forms			Signature		Phone

PROGRAM OUTCOMES & GOALS

ORGANIZATION NAME: Post Falls Community Ambassadors, INC

PROGRAM NAME: Post Falls Days Parade

AMOUNT REQUESTED FROM CITY OF POST FALLS: Traffic Control For Parade

IS THIS A ONE-TIME PROGRAM OR AN ONGOING PROGRAM: On Going

IF THIS IS AN ON-GOING PROGRAM HOW WILL THE PROGRAM BE FUNDED IN THE FUTURE?: The Post Falls Days Parade is a all volunteer parade that has been held each year, in partnership with the City for the last 30+ years.

- STATEMENT OF NEED & MISSION: Describe the issue, problem, or condition in the City of Post Falls that this program seeks to address or change and explain how the funding from the City of Post Falls will be used to address the issue, problem, or condition.
This is a community parade and serves to bring together residents, fostering a sense of unity and pride within the community. By showcasing local talent, businesses, and organizations, the parade provides a platform for community members to come together and celebrate.
- PROGRAM GOALS: What specific goals do you plan to achieve in the performance of this program? Does the program provide a service that complements or enhances a service provided by the City?
Community parade, held each year during July.
- PROGRAM SERVICES (Activities and Outputs): Describe the type of activities provided and the number of products produced (i.e. taught 10 jobs training classes to unemployed single parent mothers, fed 300 families each month, etc.).
Community parade, held each year during July.
- OUTCOME OBJECTIVES: How will you measure the success of your program (for example, how the organization will calculate the number of citizens served).
The parade is attended by hundreds of community members each year.

- Identify major changes in program services, finances, volunteer, and staff structure, during the past two years.

None .

- Highlight major accomplishments during the past two years.

N/A

- What other funding sources does the organization have for this program?

Each year we have three local businesses that assist with sponsoring the parade, the Police Department has provided traffic control.

- Volunteers and Staff

Total FTE Paid Staff: TBD by the Police Department

Total FTE Volunteer Staff: Each year we have 7 volunteers assist with check in.

- What % of overall agency **program** is provided in the City of Post Falls?

100%

Thank you for submitting your application!

CHAPTER 10.60

PARADES, PUBLIC ASSEMBLIES, AND BLOCK WATCH EVENTS ON STREETS AND SIDEWALKS

SECTION:

10.60.010: Definitions

10.60.020: Permit Required

10.60.030: Exceptions To Permit Requirement

10.60.040: Application And Proper Notice

10.60.050: Permit Fee And Security Deposit

10.60.060: Standards For Issuance

10.60.070: Notice Of Determination Of Application

10.60.080: Conditional Approval

10.60.090: Appeal Procedure

10.60.100: Contents Of Permit Application

10.60.105: Insurance

10.60.110: Duties Of Permittee

10.60.120: Time, Place, And Manner Restrictions

10.60.130: Block Watch Events

10.60.140: Violation; Penalties

10.60.010: DEFINITIONS:

The following words and phrases when used in this chapter shall have the meanings set out in this section:

APPLICANT: Any person applying for a "permit" as defined herein.

BLOCK WATCH EVENT: Any gathering, sponsored solely by owners, residents or tenants of properties fronting a street, which causes a closure of the entire street, or a portion thereof, to vehicular traffic and use of the street for the gathering.

ORGANIZATION: A number of groups united for a particular purpose.

PARADE: Any organized dash, demonstration, march, marathon, meeting, motorcade, parade, procession, race, rally, gathering, or like activity consisting of persons, animals, or vehicles, or a combination thereof, upon the streets within the City that interferes with or has a potential to interfere with the normal flow or regulation of traffic upon the streets.

PERMIT: The permit as required by this chapter. An approved application will serve as the permit.

PERMITTEE: Any person, firm, partnership, association, corporation, company or organization of any kind granted a permit for an activity regulated by this chapter.

PERSON: Any person, firm, partnership, association, corporation or company of any kind.

PUBLIC ASSEMBLY: Any meeting, demonstration, rally or gathering of more than twenty five (25) persons for a common purpose as a result of prior planning that interferes with or has a tendency to interfere with the normal flow or regulation of pedestrian or vehicular traffic.

SIDEWALK: Any area or way set aside or open to the general public for purpose of pedestrian traffic, whether or not it is paved.

STREET: Any place or way set aside or open to the general public for primary purposes of vehicular traffic, including any berm or shoulder parkway, right-of-way, or median strip thereof. (Ord. 3606, 2018)

10.60.020: PERMIT REQUIRED:

No person shall engage in, participate in, or conduct any parade, public assembly, or block watch event, as defined in this chapter, without a permit issued by the City Clerk. (Ord. 3606, 2018)

10.60.030: EXCEPTIONS TO PERMIT REQUIREMENT:

This chapter shall not apply to the following:

- A. Funeral processions;
- B. Government agencies acting within the scope of their function;

- C. Activities regulated by section 5.75.050 of this Code;
- D. Outdoor assemblies regulated by title 5, chapter 5.44 of this Code;
- E. Activities in parks or on other public property regulated by title 4 of this Code;
- F. Students going to and from classes, or participating in an educational activity when such activity is under the immediate direction and supervision of a proper school authority. (Ord. 3606, 2018)

10.60.040: APPLICATION AND PROPER NOTICE:

- A. A person or organization seeking a permit under this chapter shall file an application with the City Clerk on forms provided by the City.
- B. The application for a permit shall be filed with the City Clerk as soon as the applicant knows sufficient information to complete an application, but no less than twenty one (21) days or more than one year before the parade, public assembly, or block watch event is proposed to commence. For good cause shown, applications may be accepted outside the above limits. Good cause is shown when the parade, public assembly, or block watch event is related to an event or circumstance which could not reasonably be anticipated such that the applicant could comply with the time limits contained herein, and the City is reasonably able to process the application in sufficient time to allow the parade, public assembly, or block watch event to proceed as requested.
- C. This chapter is subject to amendment or replacement at any time, and any application shall be governed by the ordinance in effect at the time of approval, not the time of application. (Ord. 3606, 2018)

10.60.050: PERMIT FEE AND SECURITY DEPOSIT:

The permit fee charged for the event and the security deposit required shall be based upon the event's category. The categories are established by impact on City services and the applicable category shall be determined by the following table.

Category	Participants	Hours	Length
High	Over 500	6+ hours	21+ blocks
Medium	201 - 500	3 - 6 hours	12 - 20 blocks
Low	0 - 200	Under 3 hours	Under 12 blocks or no street closure

An event will be assigned to the category (high, medium, low) which corresponds to at least two (2) of the three (3) criteria (participants, hours, length). If each of the three (3) criteria correspond to a different category, the event shall be assigned to the category "high".

The fee and security deposit required for each category shall be in an amount set by resolution of the City Council.

The security deposit shall be returned to the applicant if all requirements of the permit are satisfied.

There will be no fee or deposit required for a block watch event. (Ord. 3606, 2018)

10.60.060: STANDARDS FOR ISSUANCE:

- A. Statement Of Purpose: The purpose of these regulations is to set forth the standards of issuance for a parade, public assembly, or block watch event permit. It is further the purpose of these regulations to:
 1. Assure that emergency services such as police, fire, and ambulance services are available for a parade, public assembly, or block watch event taking place within the corporate limits of the City of Coeur d'Alene;
 2. Assure that emergency services such as police, fire, and ambulance services are not unreasonably inhibited in their ability to travel on and cross public streets and sidewalks by parades, public assemblies, or block watch events; at a minimum, an emergency access twenty feet (20') wide shall be required to all parts of the event;
 3. Assure that business activities in the City are not unreasonably impacted by parades, public assemblies, or block watch events; and
 4. Assure that traffic is not unreasonably disturbed by parades, public assemblies, or block watch events.
- B. Permit Issuance: The City Clerk may issue a permit on a first come, first served basis for a parade or public assembly as follows: for each calendar day, only one high impact event, or up to two (2) medium impact events, or one medium and one low impact event, or up to two (2) low impact events. The issuance of any permit is dependent upon available staffing by the City. Block watch events are exempted from any limitation as to the number of events per calendar day.
- C. Application Form; Approval: The City Clerk may request such information from the applicant as is necessary in their sole discretion to determine whether to approve the application. A public safety plan shall be submitted and approved prior to issuance of a permit. The information may be requested in the permit application form, through written instructions available from the City Clerk or by written or oral inquiries addressed to the applicant. The time for considering the permit shall be extended by the time taken by the applicant in responding satisfactorily to any inquiry. The required public safety plan, or parts thereof, may be waived by the Chief of Police, Fire Chief, and/or their designees.
- D. Discrimination Prohibited: There shall be no discrimination in granting, denying, or conditionally granting permits under

this chapter, and a permit shall not be denied based upon the content of the applicant's message or political, religious, ethnic, racial, disability, or gender related grounds.

E. **Permit Denial:** The City Clerk may deny a permit if the applicant, or the person or organization on whose behalf the application is made, has on prior occasions made material misrepresentations regarding the nature or scope of a parade, public assembly, or block watch event previously permitted or has violated the terms of prior permits; or if the applicant, or the person or organization on whose behalf the application was made, has on prior occasions damaged City property and not paid in full for such damage or has other unpaid debts to the City. Further, the City Clerk may deny a permit if the proposed parade, public assembly, or block watch event is for the primary purpose of commercial benefit to a private party or parties, and it would disrupt streets or sidewalks ordinarily subject to great congestion during the time of the parade, public assembly, or block watch event, or would be detrimental to public safety due to the City personnel required. The applicant shall be given an opportunity to modify the proposed parade, public assembly, or block watch event to address the reason(s) for denial, and any proposed modification shall not be unreasonably rejected.

F. **Additional Reasons For Denial; Halting Of Assembly:** A permit may be denied where the City Clerk determines that the parade, public assembly, or block watch event would unreasonably disrupt traffic, vehicular or pedestrian, or public services, or where there is substantial evidence that the applicant, the applicant's agents, or participants in the parade, public assembly, or block watch event intend to engage in violence. A parade, public assembly, or block watch event may be halted by the Chief of Police if at any time the participants fail to comply with the requirements of the permit or violate the law. (Ord. 3606, 2018)

10.60.070: NOTICE OF DETERMINATION OF APPLICATION:

If the application is complete, the City Clerk shall approve or deny, or approve with conditions, the permit. The Clerk shall make a reasonable effort to notify the applicant, by facsimile, mail, or personal service of the decision on the permit, which notice shall include the reason(s) for a denial or an approval with conditions of the permit. (Ord. 3606, 2018)

10.60.080: CONDITIONAL APPROVAL:

The City Clerk may authorize the conduct of the activity requiring a permit at a date, time or place different from that named by the applicant and may impose such conditions as are set forth in section 10.60.120 of this chapter. An applicant desiring to accept a conditional permit shall, within five (5) days after notice of the action of the City Clerk, file a written notice of acceptance with the City Clerk. (Ord. 2913 §7, 1999: Ord. 2853 §1, 1998)

10.60.090: APPEAL PROCEDURE:

An applicant may appeal the denial of a permit or approval of a permit with conditions to the designated Appeal Hearing Officer. An appeal must be filed in writing with the City Clerk within forty eight (48) hours, excluding weekends and holidays, after receipt of the notice of denial or approval with conditions. The Hearing Officer shall make a written decision prior to the planned date of the parade, public assembly, or block watch event, or within seven (7) business days of the appeal, whichever is earlier. The decision of the Hearing Officer shall be final. (Ord. 3606, 2018)

10.60.100: CONTENTS OF PERMIT APPLICATION:

Each permit application shall state at least the following, and the applicant shall adhere to any commitment made:

- A. The full name, street address, telephone number, e-mail address, and facsimile number, if any, of the person or organization sponsoring the parade or public assembly;
- B. The name, street address, telephone number, e-mail address, and facsimile number, if any, of the person with operational authority over the parade, public assembly, or block watch event;
- C. The date when the parade, public assembly, or block watch event is to be conducted;
- D. The name of the parade, public assembly, or block watch event, if any;
- E. The time the parade, public assembly, or block watch event will begin to form, and the time the parade, public assembly, or block watch event will begin movement;
- F. The anticipated duration in hours and minutes of the parade, public assembly, or block watch event;
- G. The place the parade, public assembly, or block watch event will form or be held;
- H. The route or location of the parade, public assembly, or block watch event;
- I. The approximate number of individuals who will participate in the parade, public assembly, or block watch event, the maximum number who will be allowed to participate, and the estimated number of spectators;
- J. The number of animals, floats, automobiles, or other vehicles in the parade, public assembly, or block watch event;
- K. The place the parade, public assembly, or block watch event will end and disband;
- L. The prior parade, public assembly, or block watch event history of the applicant and sponsor, including the number of permits previously applied for;
- M. A detailed plan for controlling disorderly or violent conduct, for maintaining traffic flow to commercial and other establishments, for sanitary and medical facilities, and for cleanup;
- N. Any other information required by the City Clerk which is deemed necessary to act upon the application. (Ord. 3606, 2018)

10.60.105: INSURANCE:

Before any permit is issued to an applicant, there shall be filed with the City Clerk proof of liability insurance naming the City as one of the insureds in the amount of one million dollars (\$1,000,000.00) for property damage or bodily or personal injury, death or loss as a result of any one occurrence or accident regardless of the number of persons injured or the number of claimants. A certificate of insurance providing at least thirty (30) days' written notice to the City prior to cancellation of the policy shall be filed in the Office of the City Clerk. (Ord. 3217 §4, 2005)

10.60.110: DUTIES OF PERMITTEE:

- A. A permittee hereunder shall comply with all permit conditions and with all Federal, State and local laws.
- B. Granting of a permit under this chapter does not waive sponsor from abiding by all other applicable City ordinances including section 5.08.160, "Beer, Wine Or Liquor Prohibitions Within The City; Exceptions", of this Code. (Ord. 3107 §9, 2003; Ord. 2853 §1, 1998)

10.60.120: TIME, PLACE, AND MANNER RESTRICTIONS:

The following prohibitions and regulations shall apply to activities requiring a permit:

- A. It shall be unlawful for any person in charge of, or responsible for the conduct of, a duly permitted activity to knowingly fail to comply with any condition of the permit.
- B. No permit shall be issued for an activity to commence before seven o'clock (7:00) A.M. or to terminate after ten o'clock (10:00) P.M.
- C. All parade, public assembly, or block watch event participants shall assemble at the time and location designated in the permit and shall disperse from public property immediately after the conclusion of the event.
- D. The permit may place restrictions on the number of participants, the length of the event, the time and location of the event, or the manner of the event where necessary to avoid serious inconvenience to those needing access to commercial or public services, to avoid interference with movement of police or fire vehicles or ambulances, and where such limitations or conditions provide ample opportunity for exercise of protected rights. (Ord. 3606, 2018)

10.60.130: BLOCK WATCH EVENTS:

- A. Local streets not exceeding one City block or one intersection may be temporarily closed for block watch events provided that the following requirements are met:
 - 1. At least two-thirds ($\frac{2}{3}$) of the area abutting the street or intersection to be closed is residentially zoned and the purpose of the block watch event is consistent with residential zoning regulations;
 - 2. A valid permit has been obtained from the City Clerk;
 - 3. The applicant agrees to indemnify and hold harmless the City and its officers and employees from any and all claims, damages, or suits that may arise or in any way be occasioned by the granting of a permit or the maintenance of the block watch event; and
 - 4. The applicant agrees to clean all debris and litter from the street and sidewalks within four (4) hours after the event.
- B. All abutting or adjacent property owners, as well as the property owners on the corner lots immediately across the intersection on the opposite side of the street closure, must be notified of the block watch event and of the right to file a written objection to the event with the City Clerk.
- C. The applicant for any block watch event must have an approved traffic control plan and shall be solely responsible for obtaining, placing, and removing any required barricades or traffic control devices. (Ord. 3606, 2018)

10.60.140: VIOLATION; PENALTIES:

- A. For a first violation of this chapter, the applicant and/or sponsor of the parade, public assembly, or block watch event shall be subject to civil citation and a civil penalty in an amount to be established by resolution of the City Council.
- B. For subsequent violations of this chapter, the applicant and/or sponsor of the parade, public assembly, or block watch event shall be subject to misdemeanor citation and, upon conviction, shall be punished as set forth by section 1.28.010 of this Code. (Ord. 3606, 2018)



CITY OF COEUR D'ALENE
MUNICIPAL SERVICES DEPARTMENT
710 EAST MULLAN AVENUE
COEUR D'ALENE, ID 83814
(208) 769-2229 or ksetters@cdaid.org

Date Received: _____ Rating of Event: _____

Permit Fee: _____

Receipt No.: _____

Security Dep.: _____

Meeting Date: _____

Security Deposit Return: _____

SPECIAL EVENT PERMIT APPLICATION
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED
Must be submitted a minimum of 21 days prior to event

(May be submitted up to one year in advance)

Name of Event _____

Date(s) of Event _____ **Day of the Week** _____

REQUIRED DOCUMENTS (MUST BE SUBMITTED WITH APPLICATION):

- ☐ **INSURANCE** - Please provide a Certificate of Insurance in an amount of not less than \$500,000 naming the City of Coeur d'Alene as additional insured.
- ☐ **MAP (site plan)** - A complete map must be included indicating start location, entire route, road closures, restrooms, location of vendors and finish area.
- ☐ **FEE/DEPOSIT** – Fees based on Resolution 17-032 & 18-043 for deposits included in this application.
- ☐ **NEIGHBOR NOTIFICATION** – **(see attached)** needs to be signed by the property owner/tenant and submitted if a road closure affects access to properties.

SPONSOR:

Event Sponsor _____

Mailing Address _____

Contact Person _____

Phone _____ E-Mail _____

Return security deposit to: (Name and mailing address) _____

TIME AND LOCATION:

Setup Time _____ Start Time _____ End Time _____

Location _____ Event ends (where?) _____

Number of Participants _____ Number of Spectators _____ Max. Number of Participants _____

STREET AND/OR SIDEWALK CLOSURES:

What streets will be partially closed to traffic? _____

What streets will be fully closed to traffic? _____

Will event stop for and obey traffic signals at intersections? _____

How will you maintain traffic access to businesses, commercial establishments and homeowners? _____

Did you notify businesses and property owners affected by closures? _____

Does this event require "no street parking" signs? _____

RESOURCES REQUIRED:

NOTE: Certified traffic flaggers at organizer's expense will be required for an arterial street crossing.

Name of Certified Flagging Company: _____

Contact Person: _____ Phone Number: _____

E-Mail: _____

Do you remain on sidewalks only? _____ Trail only? _____

NOTE: Barricades/cones provided by the City require pick-up and drop off by appt. Mon – Thurs. before 2:00 p.m. Please contact the Streets Department at 208-769-2235. A separate deposit fee for use of city equipment is payable at the time of application.

Do you need any barricades from City? _____ If yes, how many? _____

Do you need cones from the City? _____ If yes, how many? _____

Do you need "No Parking" signs from the City? _____

Do you wish to have Police at your event? _____ **NOTE:** If yes, cost will be paid for off duty police by event sponsor. Officer availability is not guaranteed. Contact the Deputy Clerk at 208-769-2229 for more information and cost.

RESTROOM FACILITIES:

NOTE: Event organizer is responsible to supply portable toilets if necessary. Indicate location on the route/site plan map, the type (ADA), and number.

What restroom facilities will be used? _____ How many are ADA accessible? _____

What company is supplying the restrooms: _____ Contact: _____

TENT PERMITS/SELLER PERMITS:

- **NOTE:** Fire Department tent permit required for all portable tents, canopies, etc. with any food, heat or over 200 square feet. Fire Department application and fee may be submitted with this application.
- **NOTE:** The State of Idaho requires a sellers permit for all vendors. Contact Idaho State Tax Commission at 208-334-7660

VENDORS

NOTE: Please indicate location of all vendors on the site plan map.

How many vendors will you have at the event? _____

Please specify number and type: Food_____Beverages_____Alcohol_____Retail_____Other_____

Will any cooking/warming be performed at event?_____ **NOTE:** If yes, will any propane/gas appliances be used?_____ Are any gas/propane appliances used for heating or lighting?_____ **NOTE:** If yes, please specify items and show location on site plan map.

Any other flammable or combustible items on site?_____ Specify_____

Service of alcohol must be monitored to ensure no service or possession of permits under 21 years old and watch for overservice of alcohol. Large events or those serving alcohol may require security, a public safety plan, or both. For an event requiring security, one security officer is needed for every 250 people in attendance. Contact the City Clerk's office has alcohol or requires security.

FIRST AID

Where will the First Aid Station be located? _____

Who will man the station? _____

How are participants notified of the location? _____
(For serious medical issues, please instruct all participants to call 911 for assistance)

LOST CHILDREN OR PETS

Where will lost children or pets be located? _____

CLEAN-UP PLAN

Who is responsible for clean-up during/after event? _____

Contact Name_____Phone_____Email _____

How many people are assigned to your clean-up committee?_____Date/Time completed? _____

What arrangements have been made for garbage removal? _____

What garbage receptacles will be used? _____

CERTIFICATION

I, _____ certify that I am a citizen of the United States, over eighteen (18) years of age, and that the information listed on this application is complete and true to the best of my knowledge, and I agree to comply with the ordinances regarding parades and special events contained in the City of Coeur d’Alene Municipal Code, of which I have received a copy.

Applicant

Title

.....

Office Use Only

City Clerk or Designee Approval _____

Date _____

LOW/MEDIUM IMPACT EVENTS

Street Department Approval _____

Date _____

Police Department Approval _____

Fire Department Approval _____

HIGH IMPACT EVENTS

Street Department Approval _____

Date _____

Fire Department Approval _____

Police Department Approval _____

Date _____

Parks Department Approval _____

Conditions/Comments:

Issues that occurred for review next year:

SPECIAL EVENTS

OTHER PERMITS MAY BE REQUIRED

Centennial Trail along Coeur d'Alene Drive or any part of Idaho State Highway including intersections

If your event starts or continues on any portion of the Centennial Trail along Coeur d'Alene Drive, or any part of a state highway including intersections of CDA Drive, a permit is required.

Idaho Transportation Department – (208) 772-1297

Centennial Trail Use

If your event uses any portion of the Centennial Trail, please contact the following agencies if appropriate as a permit is required:

Idaho State Park

Post Falls Recreation

City of Coeur d'Alene Parks Department – (208) 769-2252

Idaho Transportation Department – (208) 772-1297

All City Parks

If your event uses any portion of the above-mentioned, a permit is required.

Coeur d'Alene Parks Department – (208) 769-2252

City Ballfields

If your event starts, continues, or ends using any of the City's ballfields, a separate permit may be required. Recreation Department (208) 769-2250.

Serving Alcohol

If you plan on having alcohol at your event, a permit may be required contact (208) 769-2229.

Fireworks

If you plan to have any fireworks displays associated with your event, a permit is required.

Fire Department – (208) 769-2340.

Tents/Canopies/Food Vendors

If you plan to put up tents, canopies, or will have food vendors, please contact the Fire Department as a tent permit may be required. ***(An application is provided in this packet for your convenience – permit fee paid at City Hall)***

*****Any gas, propane appliances, heaters, etc. will require a special fire inspection.***

Fire Department – (208) 769-2340.

Traffic Control Plan

If your event is expected to have more than 1,000 people, you are required to submit a public safety and traffic control plan.

Musical Assembly/Concert

If your event is expected to have more than 500 people, a special permit, bond, and special fire inspection is required.

Ticket Sales or Vendors

If you plan to have vendors and/or sell tickets, a State of Idaho Temporary Sellers Permit is required. (208) 334-7660.

**SPECIAL EVENT FEE SCHEDULE
RESOLUTION 17-032
RESOLUTION 18-043 DEPOSITS**

Meeting Required? Yes or No

Participants Including Spectators	Use Hours	Route Length		Category	Permit Fee	Security Deposit
Over 500	More than 6	21 or more blocks		HIGH	\$750	\$1,000
201-500	3-6 Hours	12-20 blocks		MEDIUM	\$300	\$500
0-200	Under 3 Hours	Less than 12 blocks or no street closure		LOW	\$150	\$100

To determine fees, please circle the proper number in the first three columns for your event. Your event category and pricing will be determined anytime you reach two circles in the same row.

For events that are more than one day, you will be charged an event fee per each day. The permit fee and security deposit must be remitted in two separate checks.

Additional security deposit for use of city equipment based on (high \$1000 med \$500 or low \$100) impact.

For questions, please contact Kelley Setters at (208) 769-2229 or email at ksetters@cdaid.org

Example: Event is set up at 8 am, starts and 9 am, and lasts until 12 pm with 550 participants/spectators, and length will equate to 13 blocks

NEIGHBOR NOTIFICATION

SPECIAL EVENT: _____

EVENT DATE: _____EVENT TIME: _____

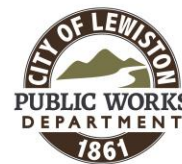
As a resident effected by the road closure (location)_____I am signing
I have been notified of this closure and have no objection. Signatures of affectedresidences.

Signature (First, Last Name)	Addresses	Date of notification

City of Lewiston

Parade Permit Application

This form must be filled out in accordance with City Code, Chapter 35, Article X.



NAME OF EVENT		TODAY'S DATE
PERSON OR ORGANIZATION IN CHARGE:	ADDRESS	
APPLICANT	PHONE	FAX
APPLICANT ADDRESS	EMAIL	DATE(S) OF EVENT

An application that does not require a new or modified traffic control plan shall be filed **at least** five (5) business days, but not more than one (1) year, in advance of the date of the proposed parade.

An application for a permit that requires a new or modified traffic control plan shall be filed **at least** ten (10) business days, but not more than one (1) year, in advance of the date of the proposed parade. **Late applications will not be accepted.**

FOR PARADES: ATTACH MAP SHOWING PROPOSED ROUTE	THE PARADE WILL BEGIN MOVING AT: AM/PM
WE WILL BEGIN SETTING UP AT: AM/PM	WE WILL BE CLEANED UP/TORN DOWN NO LATER THAN: AM/PM
LOCATION PARADE WILL FORM:	LOCATION PARADE WILL DISBAND:

The Applicant understands that the parade shall continue to move in a reasonable manner and that any willful and excessive delay of said parade, except when reasonably required for safety, shall constitute a violation of the permit. **INITIAL** _____

APPROX # OF PARTICIPANTS, NOT INCLUDING SPECTATORS	
APPROX # OF MARCHERS, ANIMALS, FLOATS, AUTOS, ETC	

If exception from requirement of the Lewiston Parade regulations is requested because of unique circumstances associated with this event, please explain:

APPLICANT'S PRIOR PARADE HISTORY, INCLUDING NUMBER OF PERMITS FOR WHICH YOU HAVE PREVIOUSLY APPLIED:

Please note: The City no longer provides additional garbage cans for events. The event organizer is responsible for that need and is expected to pack in and pack out all items pertaining to the event.

Please address the following (Attach supporting documentation where required and necessary.)

FIRST AID PLAN (DESCRIBE):
SECURITY PLAN (DESCRIBE):
CLEANUP PLAN (DESCRIBE):
SANITARY AND RESTROOM PLAN (DESCRIBE):

I AGREE TO COMPLY WITH NOISE ORDINANCE CITY CODE, CHPT 24, ART II	INITIAL _____
---	---------------

FEE CHART: TYPE OF APPLICATION	FEE AMOUNT
APPLICATION FOR A FIRST TIME PARADE THAT DOES REQUIRE A NEW OR MODIFIED TRAFFIC CONTROL PLAN	\$200.00
APPLICATION FOR RECURRING PARADE THAT DOES NOT REQUIRE A NEW OR MODIFIED TRAFFIC CONTROL PLAN	\$60.00

Notice: By my signature affixed below, on behalf of the sponsor identified above, I hereby apply to the City of Lewiston for a parade permit and shall adhere to and be bound by any commitments made in this application.

EVENT SPONSOR PRINTED NAME: _____ SIGNATURE: _____ DATE: _____

Please submit a completed request form, fees and all attachments to: City of Lewiston's Public Works Office, 215 D St., Lewiston, ID 83501
Email or call Public Works with questions: publicworks@cityoflewiston.org 208.746.1316

----- CITY STAFF USE ONLY BELOW THIS LINE -----

INSURANCE PROVIDED	Yes ☐	No ☐
AFFIDAVIT OF INDIGENCE	Yes ☐	No ☐

Route	**This section for City use only. **				
	DEPARTMENT	APPROVAL	DATE	INITIALS	COMMENTS
1	POLICE DEPT.				
2	FIRE DEPT.				
3	PARKS & REC				
4	TRAFFIC SERVICES				
5	ENGINEERING				
PUBLIC WORKS DIRECTOR: _____ DATE _____ APPROVED ☐ DENIED ☐					
COMMENTS/CONDITIONS:					



**PARADE PERMIT
HOLD HARMLESS AGREEMENT**

APPLICANT: _____ (hereinafter "Applicant")

NAME OF PARADE: _____ (hereinafter "Parade")

DATE OF PARADE: _____ LOCATION OF PARADE: _____

In consideration of being issued a Parade Permit by the City of Lewiston for the above-identified Parade, Applicant shall defend, indemnify, and hold the City of Lewiston, its officers, agents, and employees (hereinafter collectively "City of Lewiston") harmless for injuries to persons or property resulting from the negligent or otherwise wrongful acts or omissions of Applicant, its officers, agents, or employees related in any way to the Parade. Applicant agrees that the City of Lewiston shall not be liable to Applicant for any indirect, special, incidental, consequential, or exemplary damages.

Applicant expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Idaho, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect. Applicant further agrees that if legal action is brought, it must be brought in the Second Judicial District of the State of Idaho, and Applicant expressly consents to the exercise of personal jurisdiction in such courts.

The person signing this Agreement on behalf of Applicant: (a) acknowledges that he/she has carefully read this Agreement and knows and understands the contents thereof; (b) signs this Agreement upon his/her own free will; and (c) warrants that he/she has the authority to fully bind Applicant to enter into and be obligated to perform the duties set forth herein.

Signature of Applicant's Representative

Printed Name of Representative

Representative's Title

Date

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this _____ day of _____ 20 ____ before me, a Notary Public, personally appeared _____, known or identified to me to be the person who executed the instrument.

Notary Public for the State of _____
Commission Expires: _____

EXHIBIT A

INSURANCE

- A. Applicant, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best's rating(s) of A VIII or better. All insurance companies must be authorized to do business in the State of Idaho. By requiring insurance herein, the City of Lewiston does not represent that coverage and limits are necessarily adequate to protect Applicant, and such coverage and limits shall not be deemed as a limitation on Applicant's liability under the indemnities granted to the City of Lewiston in this agreement.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to City prior to the Event. All certificates must be signed by an authorized representative of Applicant's insurance carrier.
- C. Certificates shall be mailed or delivered to:
- Accounts Payable
City of Lewiston
P.O. Box 617
Lewiston, Idaho 83501
- D. Certificates must evidence the following minimum coverages:
1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Idaho, if applicable.
 2. COMMERCIAL GENERAL LIABILITY insurance, if applicable, providing limits of liability in the following amounts:

General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$1,000,000
Damage to Premises Rented to You:	\$ 50,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). City and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.
 3. COMPREHENSIVE AUTOMOBILE LIABILITY insurance including, as applicable, owned, non-owned, and rented autos, in an amount of not less than \$500,000 per occurrence, combined single limit, written on an occurrence form.
- E. The Commercial General Liability policy carried by Applicant pursuant to this agreement shall include an endorsement expressly waiving any right of subrogation on the part of the insurer against the City of Lewiston and its elected officials, agents, employees, successors and assigns. Applicant shall pay any additional costs or charges for obtaining such waiver. A copy of the waiver of subrogation endorsement shall accompany the certificate(s) of insurance.



____ (hereinafter "Applicant"))
(Name of Organization))
)
____)
(Applicant's Representative))
)
____)
____)
(Applicant's Address))
____)
(Applicant's Phone Number))
____)

**AFFIDAVIT OF INDIGENCE -
ORGANIZATION**

NAME OF PARADE: _____ (hereinafter "Parade")

DATE OF PARADE: _____ LOCATION OF PARADE: _____

I, the Applicant's Representative, swear or affirm under penalty of perjury, pursuant to Idaho Code Title 18, Chapter 54, as may be amended from time-to-time, that the Applicant is unable to afford the insurance required for the Parade.

DATED this _____ day of _____ 20____.

Applicant's Representative

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this _____ day of _____ 20 ____ before me, a Notary Public, personally appeared _____, known or identified to me to be the person who executed the instrument.

Notary Public for the State of _____
Commission Expires: _____

City of Moscow Community Events Division
EVENT APPLICATION



Thank you for your interest in organizing/sponsoring an Event in the City of Moscow!
Events by local citizens add to the cultural wealth of our town and may range from fun runs to political marches, neighborhood block parties to street fairs.

Submit completed forms electronically or physically to the Community Events office:
communityevents@ci.moscow.id.us or 221 E. Second Street, Moscow. All applications must be legible.

The City reserves the right to request additional information reasonably necessary to a fair determination as to issuance of a permit. Permits are issued on a first-come, first-served basis. According to Moscow City Code Title 10 Section 17-4, event applications for regular or recurring events must be submitted at least sixty (60) days and not more than one hundred eighty (180) days before the proposed date of the event. Event applications for single, non-recurring events must be submitted at least ten (10) days and not more than one hundred eighty (180) days before the proposed date of the event.

Events with alcohol are to be submitted at least two (2) months prior to the event date to allow for adequate review and presentation to Administrative Committee and City Council. Administrative Committee meets on the 2nd and 4th Monday of each month and City Council meets on the 1st and 3rd Monday of each month pending no holiday delays or rescheduling of meetings.

1. Name of Event: _____
2. Event Date(s): _____
3. Event Location: _____
4. Are you requesting a street closure for Event? Yes ☐ No ☒

If yes, provide street closure location(s). List cross streets, intersections, building addresses, etc. Include these details on your site map (see item 27.)

5. Do you require parking restrictions for the Event? Yes ☐ No ☒

If yes, list parking restrictions (i.e. no parking on day of event, parking restricted to a particular area, etc.).

6. Street Closure set-up/Load-in time: _____ Event(s) Start time: _____

7. Event(s) End time: _____ Street Closure take-down/Load-out time: _____

8. Is this a recurring Event (i.e. every 1st Thurs. or every Sat. May thru Oct.)? Yes ☐ No ☒

9. Is this an annual Event? Yes ☐ No ☒

10. Are you planning on having refreshments and/or food? Yes ☐ No ☒

City of Moscow Community Events Division
EVENT APPLICATION



If yes, describe your waste and recycling plan. Applicants are responsible for removing all waste from their event footprint and disposing of properly, including emptying permanent trash receptacles in the downtown area. Dumpsters located downtown are for private use.

11. Are you planning on serving alcohol/having alcohol available for purchase at the Event?

Yes ☐ (continue to Q.12)

No ☐ (skip to Q.14)

**All events with alcohol are required to have a Catering Permit.
This process is to be handled by your licensed alcohol Vendor.**

Catering Permit applications are to be submitted to the City Clerk/Deputy City Clerk for approval.

12. Is the Event taking place in the public right-of-way (i.e. sidewalks, streets, etc.) within the City of Moscow Entertainment District? The Entertainment District allows for a temporary suspension of the Open Container law by Resolution of the City Council. See page 6 for a map of the Entertainment District.

Yes ☐ (continue to Q.13)

No ☐ (skip to item B.)

13. Are the Event organizers interested in pursuing a temporary suspension of the Open Container law by City Council Resolution?

Yes ☐ (see item A.)

No ☐ (skip to item B.)

A. Event organizers pursuing a temporary suspension by City Council Resolution of the Open Container law for their Event within the public right-of-way of the Entertainment District boundaries must satisfy the following conditions with their Event listed below, in addition to any requirements detailed in the Moscow City Code, as set forth by City Council Resolution, and/or Catering Permit:

- ☐ Include an identification checking station and its general location on Event Site Map. Identification checking station shall include a minimum of two (2) persons to check proper identification. These persons shall be clearly identified and be responsible for the issuance of wristbands denoting attendees are of legal drinking age.
- ☐ Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.
- ☐ Post signage and waste receptacles at Event entry and exit points. Signage to clearly state "No Alcohol Permitted Beyond this Area". Additional requirements may be mandated by City Council Resolution.

City of Moscow Community Events Division
EVENT APPLICATION



B. Event organizers requesting for alcohol use for their Event that takes place in the public right-of-way **NOT within the Entertainment District boundaries must satisfy the following conditions with their Event, in addition to following any requirements set forth by Resolution and/or Catering Permit. This option is also available to Event organizers who are **NOT** pursuing a temporary suspension by City Council Resolution of the Open Container law:**

- ☐ Include the location and estimated size of the beer garden on Event Site Map. Please note: barricades required for beer gardens are 8' in length.
- ☐ Complete and submit a Barrier Use Contract with this application.
- ☐ Submit the Alcohol Use Application and \$100 non-refundable fee upon approval of Event.
- ☐ Be present at City of Moscow Administrative Committee and City Council meetings regarding authorization of alcohol at Event by Resolution.

Upon approval from Council, remaining Event fees will be due, and applicant's vendor(s) are required to submit a Catering Permit application to the City Clerk/Deputy City Clerk. Any additional required paperwork outlined by the City Council Resolution and/or this process will also be due upon approval.

14. Are you planning on having a band or music? Yes ☒ No ☐

If yes, describe below any recording equipment, sound amplification equipment, etc. Submit a completed **Noise Exemption Permit Request** with this Event application.

15. Approximate number of persons, animals, and/or vehicles comprising the Event, the type(s) of animals and description of vehicles, and approximate number of participants and spectators in viewing attendance:

16. Do you plan on having banners, signs, or other attention-getting devices in the Event? Yes ☐ No ☒

17. Do you plan on using any designated public facilities or infrastructure for the Event? Yes ☐ No ☐

If yes, list public facilities or infrastructure (i.e. public restrooms, picnic shelters, stages, etc.).

City of Moscow Community Events Division
EVENT APPLICATION



18. Are you requesting additional City Police services for escort services, traffic, and/or crowd control?
Yes ☐ No ☒

If yes, contact City of Moscow Police Department at 208-883-7059 to discuss and see attached Fee Schedule.

19. Please use this area to include more detail or attach additional pages for additional information about Event that is pertinent for us to know.

20. Organization Sponsoring Event: _____
21. Organization Address: _____
22. Organization Officers/Authorized Representatives: _____
23. Individual Responsible for Event Organization: _____
24. Individual's Address: _____
25. Individual's Day, Message, or Cell Phone Number: _____
26. Individual's E-mail: _____
27. City reserves the right to alter your route if the City determines the proposed route will require significant City services and/or severely limit transit opportunities in high traffic areas. Applicant understands and agrees that the City is reserving that right? If answers no, application may be denied. Yes ☐ No ☒
28. **Submit a Site Map with this application.** Event Applications without a Site Map will not be processed. Details on a Site Map may include but are not limited to locations of desired street closures, walking routes, assembly points, start and finish points, locations of food and beverage vendors, stages, service areas, etc. A blank map of downtown Moscow is available on page 7.
29. **Residential Neighborhood Block Parties:** Provide Proof of Insurance (Requirement may be waived at Discretion of City)
30. **All other Event Types (except Public Assembly):** Provide Proof of Insurance (Required – Certificate of Insurance must include the City of Moscow as an Additional Insured and list \$500,000 as the minimum amount of general liability or \$1,000,000 if alcohol is included.)

City of Moscow Community Events Division
EVENT APPLICATION



HOLD HARMLESS AGREEMENT:

The applicant/group/organization (hereinafter "SPONSOR"), through its duly and specifically authorized agents, hereby releases City of Moscow, Idaho (hereinafter "CITY") and agrees, contracts and covenants not to bring suit and agrees to defend, hold harmless, and indemnify CITY, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards, or liability to any person, including claims by SPONSOR's own agents, officers, employees and representatives, to which SPONSOR might otherwise be immune, arising from the Community Event, Block Party, Public Assembly, Parade or Sidewalk Walking Parade scheduled to occur as indicated on this application (hereinafter "Event"), including any Street Closure permitted under the terms of CITY's Policy on Street Closure. No SPONSOR shall be required to indemnify or hold harmless CITY for claims, actions and demands that arise out of CITY's sole negligence. Inspection, review and/or acceptance by CITY of any activity performed by or during the Event, or any activity or non-activity by CITY Police officers or other officers, employees, agents or representatives of CITY, shall not be grounds for avoidance of any of the covenants of defense, indemnification or hold harmless by SPONSOR on behalf of CITY.

SPONSOR acknowledges that he/she has read and understands the current Idaho Governor's Idaho Rebounds Plan which includes any existing Stay Healthy Order and/or Guidelines and has read the protocols for social/physical distancing, use of face masks/face coverings, and sanitation requirements and guidelines. SPONSOR agrees to comply with the Governor's Order and/or Guidelines and ensure that all participants will comply with the Order and/or Guidelines. SPONSOR acknowledges any and all City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees to comply with any and all City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event and ensure that all participants comply with the City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event. SPONSOR agrees that if CITY determines she/he and/or any participant is not in compliance with the Governor's Orders and Guidelines and/or is not in compliance with City of Moscow Public Health Directives and/or Regulations in effect at the time of the Event, CITY reserves the right to revoke the Event permit.

I, SPONSOR, certify under penalty of perjury pursuant to the law of the State of Idaho, that the foregoing is true and correct and that I have the authority to bind the group or organization, if applicable, to this Agreement.

NAME: _____

DATE: _____

EVENT SPONSOR ELECTRONIC SIGNATURE:

☐ By checking this box as an electronic signature, **I agree to all the terms and conditions** that apply to the Community Event /Residential Neighborhood Block Party/Public Assembly/Street Parade/Sidewalk/Pathway Event, Permitting Process, and Hold Harmless Agreement. **I certify under penalty of perjury pursuant to the law of the State of Idaho that everything in the application is true and correct and that I have authority to bind the group or organization, if applicable, to this Agreement.**

EVENT SPONSOR NON-ELECTRONIC SIGNATURE:

(Required only if printing and submitting in person)

The information on this form is Public Record and may be posted to a public website.

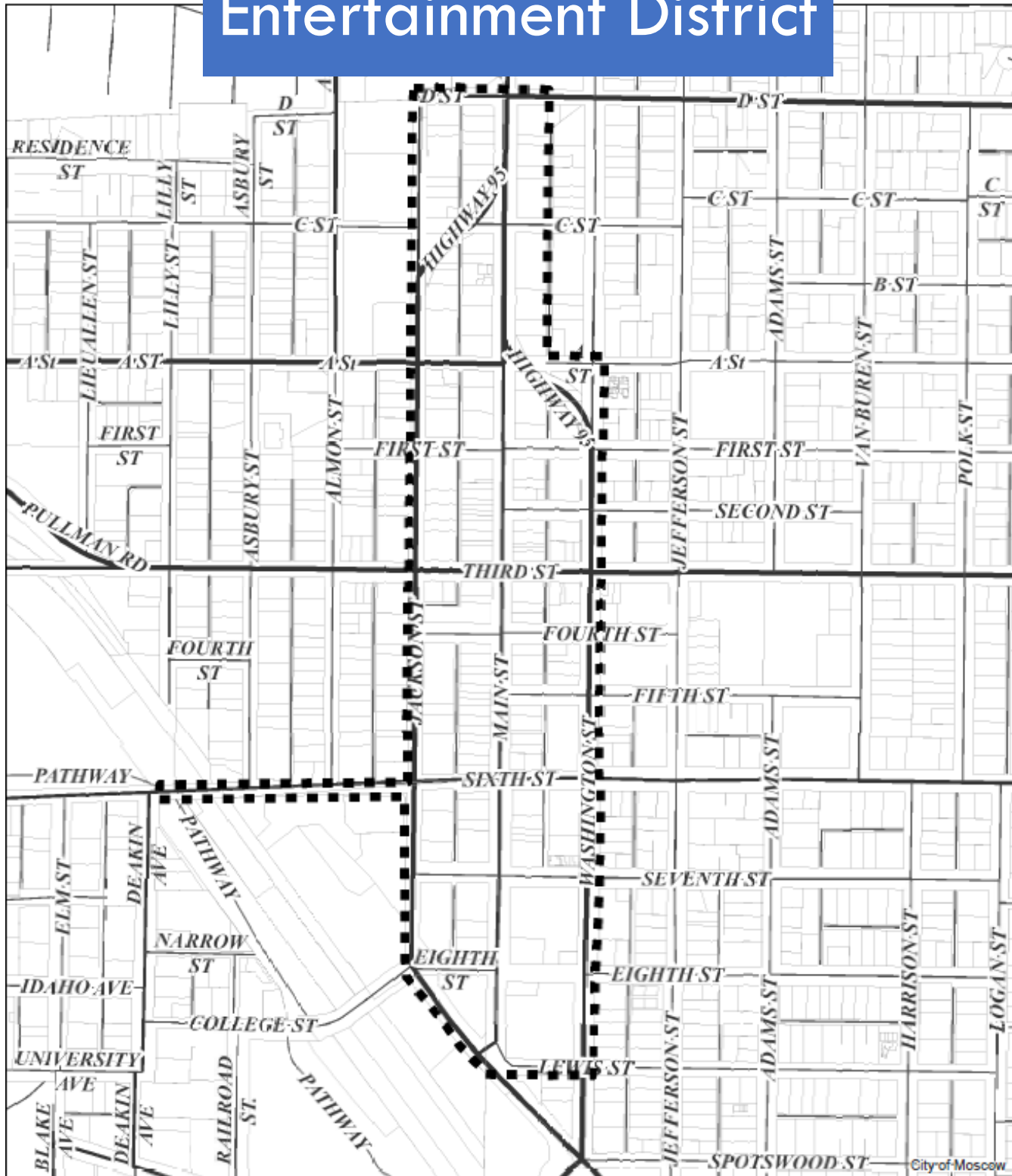
Moscow City Code Title 10, Chapter 17 is available from the City Clerk at PO Box 9203, Moscow, ID, 83843, or on the City's web page at <https://www.ci.moscow.id.us/393/City-Code>.

FOR OFFICE USE ONLY

☐ Community Event without alcohol	☐ Community Event with alcohol	☐ Street Parade Event
☐ Sidewalk/Pathway Event (fun runs, trail runs, walk-a-thons)	☐ Public Assembly – no fee (march, picket, rally, demonstration, etc.)	☐ Residential Neighborhood Block Party Event
Date App Rec'd: _____	Fees Due: _____	Fees Paid: _____



Entertainment District



Legend

 Entertainment District Boundary



City of Moscow Community Events Division
EVENT APPLICATION



City of Moscow Community Events Division
EVENT APPLICATION



FEE SCHEDULE

Permits	
Type	Fee
Event Permit	\$ 40.00
Street Parade Permit	\$120.00
Idaho Transportation Dept. (ITD) Permit	\$100.00

Street Closures		
Main Street Locations	Daytime Fees	Nighttime Fees
"A" Street to 6 th Street	\$175.00	\$382.00
"A" Street to 3 rd Street (includes 1 st Street and 2 nd Street closures to Alleys)	\$ 90.00	\$144.00
1 st Street to 3 rd Street (includes 2 nd Street closure to Alley)	\$ 85.00	\$134.00
3 rd Street to 2 nd Street	\$ 80.00	\$124.00
3 rd Street to 5 th Street	\$ 80.00	\$124.00
3 rd Street to 6 th Street (includes 5 th Street closure to Alley)	\$ 85.00	\$134.00
Other Locations by # of Blocks	Daytime Fees	Nighttime Fees
One block	\$ 80.00	\$ 124.00
Two blocks	\$ 85.00	\$ 134.00
Three blocks	\$ 90.00	\$ 144.00
Four blocks	\$ 95.00	\$ 154.00
Street Parades		
1 st Street to 6 th Street (minor)	\$300.00	
C Street Couplet to North Main Couplet (major)	\$750.00	
Other	TBD based on time & materials	
Block Party		
One Block Standard Set-Up	\$84.00	

Miscellaneous Requests & Fees	
Police Escort Services	\$65.00 per officer, per hour
<i>Minimum of two hours. Escort services encompass traffic direction, traffic control, house-moving, and any event where advance police assistance or supervision is requested or required. The Moscow Police Department will bill for their services after the Event.</i>	
City of Moscow metal barriers (96" wide x 44" tall)	\$2.00 per barrier
<i>Required for events with beer gardens</i>	
Alcohol Use application	\$100.00, non-refundable
<i>Required for events requesting alcohol</i>	

NOISE EXEMPTION PERMIT REQUEST
Moscow City Code 10-11-2
(Please allow at least three business days in which to process this request)

Requested Event Date(s): _____ Begin time: _____ End time: _____

Event Location: _____

Amplified Music (DJ, party, etc.) ☐ No ☐ Yes

Alcoholic Beverages Available ☐ No ☐ Yes - Purchaser: _____
(Marking this box does not mean your request will be denied) (If hosted or catered, name of serving organization)

Live Band Performing ☐ No ☐ Yes - Group: _____

Describe the event: _____

(use back of this form if more space is needed)

Name of requesting person/Group/Organization: _____

Person responsible for Group or Organization: _____

Requesting Person's Address: _____

Phone Number: _____ Email Address: _____
Daytime phone number is required *Permits will be returned by email unless otherwise requested*

Responsible person available **AT AND DURING** this event: _____

Cell- or contact-phone during event. _____

Your signature is unconditional acceptance of all terms and conditions. This permit may be modified or revoked by City at any time if permit conditions are violated. Read the following carefully:

The applicant/group/organization hereby agrees to indemnify and hold harmless City of Moscow, Idaho from all claims, actions and demands of any kind whatsoever related to and/or arising out of the activity(ies) specified in this application and does hereby accept all risk and responsibility for any damage(s) stemming from such activity. Every Applicant requesting a noise Exemption Permit shall cooperate with law enforcement by adjusting the noise level in the event of any citizen complaint(s). In the event of non-compliance, law enforcement may revoke this permit. No applicant/group/organization shall be required to indemnify or hold harmless City of Moscow, Idaho for claims, actions and demands that arise out of City's sole negligence.

Requesting Person's Signature: _____ Date: _____

☐ APPROVED ☐ DENIED

Date permit valid: _____ Hours permit valid: _____

Noise level (dba) shall not exceed _____ at ☐ source at ☐ property line

Other Conditions: _____

Police Chief or Designee (208) 883-7054

No: 18-54
Date: November 20, 2018

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: SPECIAL EVENT POLICY AND PROCEDURES

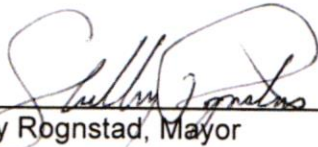
WHEREAS: The City of Sandpoint strives to have special events to enhance vitality and economic prosperity in our downtown core and community with many special events becoming long standing traditions as an important link to the City's past and future;

WHEREAS: Special events are any meeting, dash, demonstration, festival, concert, march, marathon, parade, procession, public assembly, race, rally, sporting tournament not sponsored by the City, gathering, performance or the activity consisting of persons, animals, vehicles or a combination thereof within a public park, outdoor recreation area or facility, a public parking lot, or public right-of-way, with the intent of attracting public attention which has a tendency to interfere with the normal flow or regulation of pedestrian or vehicular traffic or occupies any street or other public property managed by the City of Sandpoint;

WHEREAS: The Special Event Policy and Procedures addresses two of the goals of the City's adopted Strategic Plan – Responsive Government and Vibrant Culture; and

WHEREAS: The Special Event Policy and Procedures will provide event organizers a planning guide through the City's special event permit process requirements.

NOW, THEREFORE, BE IT RESOLVED THAT: The City of Sandpoint adopts the Special Event Policy and Procedures, a copy of which is attached hereto and made a part hereto as if fully incorporated herein.



Shelby Rognstad, Mayor

ATTEST:



Maree Peck, City Clerk

City Council Members:

			YES	NO	ABSTAIN	ABSENT
1.	Eddy	Second	X			
2.	Aitken					
3.	Williamson	Motion	X			X
4.	Ruehle		X			
5.	Aispuro					
6.	Darling		X			X



SPECIAL EVENT POLICY AND PROCEDURES

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APPLYING FOR A SPECIAL EVENT PERMIT

The City of Sandpoint strives to have special events to enhance vitality, quality of life, and economic prosperity in our downtown core and community. Sandpoint benefits from many events each year, varying in scope, purpose, cost and complexity. Many of our events have become long standing traditions and are an important link to our past as well as our future.

Definition of a Special Event: Any meeting, dash, demonstration, festival, concert, march, marathon, parade, procession, public assembly, race, rally, sporting tournament not sponsored by the City, gathering, performance, or the activity consisting of persons, animals, vehicles or a combination thereof within a public park, outdoor recreation area or facility, a public parking lot, or public right-of-way, such as a street, with an intent of attracting public attention which has a tendency to interfere with the normal flow or regulation of pedestrian or vehicular traffic or occupies any street or other public property managed by the City of Sandpoint. These limited duration events must be specifically approved and permitted through the City of Sandpoint.

The implementation of a Special Event Policy and Procedures addresses two of the goals in the City's adopted Strategic Plan -- Responsive Government and Vibrant Culture. The strategic plan was adopted by Sandpoint City Council via Resolution No. 18-39 on July 11, 2018.

Policy and procedures will provide event organizers a planning guide through the City's Special Event Permit Process and guidelines and requirements associated with special event management.

Contact Information

The City of Sandpoint has designated a Special Event Coordinator to serve as the single point of contact for event organizers in order to ensure an easy and efficient process to produce a successful and safe event. Event organizers are encouraged to contact the Special Event Coordinator in the early stages of event planning in order to effectively navigate the planning and execution of their event.

Special Event Coordinator
(208) 265-1481
mmalone@sandpointidaho.gov
1123 Lake Street
Sandpoint, ID 83864

Special Event Permit Application

Event organizers can obtain a Special Event Permit Application from the City of Sandpoint's website at www.sandpointidaho.gov. The Special Event Permit Application is designed to assist event organizers and serve as a guideline for the development of event plans that comply with local, state, and federal codes, laws, policies and regulations governing activities associated with the production and management of special events.

Permit applications are to be submitted no later than twenty-one (21) days prior to the date of the event. Applications received by the Special Event Coordinator less than twenty-one (21) days, but at least fourteen (14) days prior to the event shall be subject to a late penalty equal to one-half ($\frac{1}{2}$) the amount of the event filing fee. Applications received by the Special Event Coordinator less than fourteen (14) days but at least seven (7) days prior to the event shall be subject to a late penalty equal to the event filing fee. These penalties are in addition to the initial filing fee. Applications received by the Special Event Coordinator less than seven (7) days prior to an event will not be processed. Applications can be submitted as early as one (1) year before the event date. Written amendments to the initial permit application can be submitted due to unique or changing circumstances related to the event. An incomplete permit application will not be approved. It is important to provide all required information and documentation in a timely and complete manner throughout the permit review process.

A substantially complete special event permit application means a permit application where all sections of the permit application have to be completed as they relate to the particular event and its event components and includes sufficient detail that the information can be understood and assessed by the reviewing City department or agency. The permit application review process shall be initiated once a permit application has been determined to be substantially complete.

For an application to be considered complete, applicants must submit the following minimum information required in sections of the Special Event Permit Application in sufficient detail that the material can be understood and assessed:

- Type of Event (Complete)
- Event Details (Complete)
- Applicant Details (Complete)
- Detailed Event Plan Section (All aspects relating to Parking Control, Traffic Control, Police and Fire Protection Needed, Special Preparation in Parks, Electricity Plan, Road Closures and Barricades Needed, First Aid, Security and Cleanup, Portable Toilets Provided)
- Site Plan/Route Map Section (Complete)
- Insurance Section (Complete including all required certificates of insurance and endorsements)
- Signature Section (Complete)

- Any required documentation relevant to the permit application processes and requirements set forth in the Special Events Policy and Procedures and Special Event Permit Application. (Complete)

Applicants are responsible for obtaining all permits, authorization and/or exemptions required by the City and other agencies with jurisdiction for any element of the event (e.g. Alcohol Beverage Control Catering Permits, Business License, City sales tax permit, Idaho Transportation Department Special Event Permit if event includes Fifth Avenue/Highway 2, etc.).

The Special Event Fee Schedule, adopted by resolution by City Council, will be applied for Special Events.

The Applicant will be responsible for paying the permit application fee at the time the permit application is submitted and is determined to be substantially complete. For example, should an Applicant submit a permit application on September 1, however, additional information is required for the application to be determined substantially complete and such information is not submitted to the City until the September 15, the Application Fee and Late Fee (if applicable) will be calculated using the September 15 date.

The special event permit application fee partially offsets the cost of reviewing your permit application and coordinating the event review process. Payment of the application fee does not guarantee that your special event permit application is complete nor does it guarantee that any or all aspects of the application will be approved. Your willingness to pay a late fee does not guarantee that the City of Sandpoint will be able to process your permit application due to time or staffing constraints.

In addition to the permit application fee, the Applicant may be assessed other city permit fees, department rates and fees, costs and fees associated with personnel or resources provided to your event by a city department, program or division, as well as fines that may be assessed by the city for the cost to repair and/or restore any public property damaged by an event receiving benefits under the provisions of City Code.

Reserving Event Venue Space

Permit requests utilizing the same venue, or venues that may affect one another are evaluated based on the date a completed permit application is received and traditional event dates. Downtown events will be held in designated downtown area in Farmin Park, Jeff Jones Town Square to First Avenue on Main Street and Second Avenue from Cedar Street to Church Street. Any other streets, rights of way in the downtown core and use of City parks are to be reviewed and approved by City staff during the pre-event meeting.

Reserve City barricades/cones

The Applicant is responsible for reserving barricades/cones from the City's Special Event Coordinator. The Public Works Department will deliver and pick up the barricades/cones at the special event site for set up and take down by the Applicant or designee in accordance with the approved traffic control plan.

Special Events Calendar

The Special Events Coordinator maintains the City of Sandpoint Special Events that details community events scheduled to take place on public property. Information contained in your permit application may be used in developing the Calendar of Special Events. The calendar can be accessed at www.sandpointidaho.com.

The calendar is not intended as a promotional vehicle for special events. The City of Sandpoint reserves the right to determine the events and content included in the Calendar of Events. Special event applications/permits are subject to public disclosure according to Idaho Code.

Event Cancellation

If you cancel or reschedule the date of your proposed event or any permitted elements of the event, you must notify the City's Special Event Coordinator in writing no less than 48 hours in advance of the set-up time for your event. The permit application is non-refundable unless there is a determination by the City that the cause of the cancellation is due to circumstances beyond the Applicant's control such as severe weather, unforeseen construction, etc. The nonrefundable fee can be applied for future events only.

Assignment

Applicant shall not assign, sell, transfer or set over unto any other person, persons, business or group thereof, any or all of said rights to use City property or any interest in City property or rights acquired hereunder without the prior written approval of the City, other than, concession booths relating specifically to the event.

Final Permit

The final permit issued by the City of Sandpoint is valid only for the venue area(s) and event activities, including set-up and dismantle, depicted on your site plan and as described in the Special Event Permit Application and any attachment and/or amendments made to the application during the review process. The City of Sandpoint may place conditions or not approve all venue areas and/or activities requested in the permit application. Failure to comply with the terms and conditions of the permit, additional requirements of the City of Sandpoint, or requirements established in the

Special Event Policy and Procedures Policy may result in the immediate cancellation of the event, denial of future special event permit applications or the requirement of a cash deposit.

SPECIAL EVENT PERMIT PROCESS

Pre-Event Meeting with City Staff

A pre-event meeting will be scheduled and organized by the Special Event Coordinator with appropriate City staff if the application is for a new event or at the discretion of the Special Event Coordinator. Topics of discussion during the pre-event event involves information contained in the provided application, copies of it will be distributed to meeting attendees prior to the meeting. The Applicant and/or it's representatives much attend the meeting with the City staff. It may be necessary to schedule more than one pre-event meeting.

SPECIAL EVENT RELATED PERMITS

There are a number of different special event related permits that may be issued independent of a Special Event Permit or may be required in conjunction with a Special Event Permit. The proposed event venue, activities, components, attendance, and unique circumstances of the event are contributing factors to the final determination of the required permit types.

Following is a summary of the most common permits types that may be required to obtain when planning a special event or an activity associated with a special event:

Business License

City of Sandpoint City Code Title 3 Chapter 11 states that no person shall engage in any business within the City of Sandpoint without having submitted a license application and receive a business license. This license shall be in addition to any other license required by City Code. A general business license is required if a vendor is conducting business within the City of Sandpoint for more than four (4) days. A temporary business license is required for those vendors who are conducting business only during an event for no more than four (4) days. Persons having a City of Sandpoint general business license are exempt from obtaining a temporary business license when engaging in business at a special event. Fees are associated with the business license application and temporary business application.

City's Local Option Sales Tax Permit

City of Sandpoint City Code Title 3 Chapter 13 provides that the City of Sandpoint imposes and shall collect a tax imposed at the rate of 1% on all sales subject to taxation under Chapter 36 Title 63, Idaho Code. Retailers who will be selling goods during events are

required to obtain a Sales Tax Permit through the City of Sandpoint.

Alcohol Catering Permit

If alcohol is served at the event, an Alcohol Catering Permit is required. An Alcohol Catering Permit authorizes an alcohol permittee to serve and sell alcohol as defined by Idaho Code, not to exceed five (5) consecutive days. An alcohol catering permit is limited to authorization to sell liquor, beer and/or wine based on the type of license which the applicant possesses. Applications for such alcohol catering permit shall be made through the Finance Department. There is a fee associated with obtaining an Alcohol Catering Permit. All other requirements and provisions in obtaining an Alcohol Catering Permit are stated in Sandpoint City Code Title 3, Chapter 2.

Firework/Pyrotechnic/Special Effect/Laser Permit

All activities associated with the use of pyrotechnics and open flames must be reviewed and approved by the City of Sandpoint Fire Department in compliance with the International Fire Code. Examples of activities in this category include aerial fireworks, open flame activities and special effects using pyrotechnical devices. As part of the permit requirements, onsite stand-by and inspection services may be required due to the size, complexity and/or unique safety issues regarding the activities associated with the proposed event.

Building Permit

Temporary structures erected less than 180 days and cover an area greater than 120 square feet and are used for the gathering of 10 or more people, shall not be erected, operated or maintained for any purpose without obtaining a permit from the City Building Department. Temporary structures include portable structures, pre-fabricated structures or site-built structures such as bleachers and other seating, elevated platforms, stages, temporary pedestrian bridges, tents or canopies, walkways, etc. that are made available for use by the general public. The general public includes persons who have paid or not paid to attend the special event and who are not a part of the performance or the staff in charge of operating the special event venue.

Idaho Transportation Department Permit

The Applicant will be responsible to obtain a permit through the Idaho Transportation Department if the event utilizes Fifth Avenue/Highway 2. Contact District 1 Traffic/Permit Coordinator at 208-772-1200 for more information.

EVENT DETAILS

Event/Date

The time frame denoted on your final permit is based on the times indicated in this section. No set-up will be permitted before a permit is issued and dismantle must be

completed by the time indicated on your permit. Your insurance must cover all time frames.

If your event takes place over multiple sequential calendar days and the event plans are similar in nature from day-to-day, one application may be submitted to include all of your event plans per calendar year.

The City of Sandpoint may also accept one permit application spanning a series of periodic dates for events such as concert series or farmer/art markets that have identical event set-up and dismantle times, site plans, and service providers.

If your event plans vary significantly from day-to-day or have multiple distinct event types (e.g. a parade with a separate festival) that may be best managed as separate events, the city may require separate permit applications for the specific event types.

Attendance

Providing the estimated attendance or number of participants for your event helps in the review of your event plans with emphasis on public safety, venue occupancy, staffing, and impact to the surrounding neighborhood.

The estimated attendance should be based on the total number of people anticipated will attend or watch the event. Examples include the total number of people coming and going at a festival, watching a parade, or in the general area of an event.

Location

The site plan or route map included with the permit application is a visual representation of all the infrastructure and operational event elements described throughout the permit application and should include any stationary elements as well as moving routes.

The final permit issued by the City of Sandpoint will only be valid for the venue areas and event elements described in the permit application and site plan or route map. Modifications to the request may be required during the permit review process and will be incorporated in the final permit. Following are guidelines to assist in the development of the site plan or route map:

BOUNDARIES AND ROUTES

- Your site plan or route map must include the names of all streets and/or areas that are part of the proposed event; including auxiliary parking and production areas. A site plan map that includes a traffic control plan for the downtown core designated area and for the Farmers' Market are attached to the policy that can be used to identify any of the other amenities to be provided for the event.
- If your event includes activities with moving routes of any kind such as a parade, run, or cycling event, the direction of travel and all

proposed lane closures must be depicted on the site plan or route map.

- The location of fencing, barriers and/or barricades must be depicted on your site plan or route map. This includes barriers used to denote stationary elements such as alcohol service areas and to articulate participant flow for athletic events.
- Identification of minimum fourteen-foot (14') emergency access lanes throughout the event venue.
- All access routes, removable fencing, and exit locations should be clearly identified on your site plan or route map.

EVENT INFRASTRUCTURE

- The site plan or route map should include the location of all event infrastructure elements identified in your permit application including, but not limited to:
 - Portable restrooms.
 - Trash and recycling containers and dumpsters.
 - Placement of any vehicles and/or trailers including production and shuttle areas.
 - Portable, prefabricated, or site-built structures, bridges, staging, platforms, bleachers, or grandstands.
 - Tents, canopies and/or booths
 - Location of alcohol service
 - Tables, seating and other furniture
 - Shuttle locations
 - Other related infrastructure components not listed above but included in your permit application.

Vendors

Vendors will be required to obtain the appropriate City business license and City sales tax permit including any other permits referenced in the Special Event Policy and Procedures. To regulate vendors within the permitted area, the Applicant must submit contact information including emails for all vendors at least 10 business days prior to the event to the Special Event Coordinator. There are specific regulations on tents, canopies, temporary structures as referred within the Special Event Policy and Procedures.

Vendors selling food or beverage products are subject to requirements and restrictions of the State of Idaho Health and Welfare and Panhandle Health Districts. Sales cannot include commercial, imported or second-hand items, or tobacco, firearms, illegal substances or items associated with the use of illegal substances. Vendors selling sealed containers of beer, wine or alcohol are required to obtain alcohol beverage control licenses required through the State of Idaho and City of Sandpoint and a catering permit required through the City of Sandpoint.

- All vendors, suppliers, and their equipment must be removed at the end of the event or additional facility use fees will be charged
- Accessible electricity, drinking water, and wastewater dumping sinks and drains are limited. Power and water are available in some locations. Downtown events can have access to power on Main Street. A list of these needs should be detailed on the event map. Fees may apply.
- All vendors' connections to utilities (i.e. water, power, etc.) will meet all current code.
- Vendors must be self-contained or must use grey water barrels for their used water and grease barrels for the used grease. These barrels will be placed in and around vendor areas on pillow or pallets and will be the responsibility of the vendor.
- Vendors are to make sure coals and charcoal are out and cold before placing in trash containers.
- All property belonging to a vendor will be marked and identified as such.
- All drivers operating vendor carts must be licensed drivers, 18 years or older. Each cart must be identified with a sign or flag stating the vendor's name. All vendor carts must have approval prior to the event.
- Vendors' exhaust with large amounts of heat will not be allowed to locate directly under trees, this includes generators.
- It is prohibited to attach by any means banners, signs or any other items to trees or shrubbery.
- All roadways are fire lanes. Parking is allowed in designated parking lanes only: one space per vehicle. Vehicles parked in "No Parking" areas will be towed at owner's risk and expense
- No parking on pedestrian paths, bike paths, or sidewalks.
- Sky lanterns are not allowed.

APPLICANT DETAILS

The Applicant is legally and financially responsible for the overall organization, management, and implementation of an event and its related activities. The Primary Contact name on the special permit application works closely with City staff throughout the permitting process and must have authority to make planning, operational, and financial decisions on behalf of the event. Correspondence directly related to operational planning issues may be directed to the Primary Contact. The Applicant is legally responsible and financially liable to the City of Sandpoint for all city fees and costs associated with the overall organization, management, and implementation of the event and its related activities. The Applicant may authorize the City to send invoices to the Primary Contact or other entity, however, maintains ultimate liability for payment of all fees and costs assessed by the City of Sandpoint.

DETAILED EVENT PLANS

Parking Control Plan

No Parking signs may be obtained from the City Event Coordinator and must be posted seventy-two (72) hours prior to your event start time, including set-up. You must verify that all No Parking signs are placed in their correct location(s) every twenty-four (24) hours from the time of initial placement of the signage and a minimum of twelve (12) hours prior to your event start time. The City of Sandpoint maintains sole discretion to modify these requirements based on an evaluation of unique circumstances associated with an event or for events that take place on a weekly basis such as Farmer/Art markets.

Missing, collapsed, improperly placed, or damaged signs may prevent you from legally towing vehicles within your event venue and may result in an impact to your overall event plans. All signage must be removed from the venue immediately following the event.

Traffic Control Plan

An important part of the event planning process includes planning for the safe arrival and departure of event attendees, participants, and vendors by creating a traffic control plan that is suitable for the neighborhood environment in which the event will take place. Special events generally impact traffic demands in or near the location of the event.

Traffic control maps are attached for the downtown core designated area from Farmin Park, Jeff Jones Town Square on Main Street to First Avenue and Second Avenue between Church Street and Cedar Street and Farmers' Market.

The Sandpoint Police Department will determine if your event requires traffic control in order to facilitate vehicular and pedestrian movement on city streets and public rights-of-way affected by your event. Following are guidelines that should be incorporated in your transportation plan:

- All traffic control devices in the public right-of-way must be installed by a representative of the City or by a civilian who is certified in traffic control or as authorized by the City
- A developed standardized plan for the downtown event designated area is as follows:
- Traffic control plans for other event areas must be approved by the City in advance. A traffic control plan must be:
 1. Prepared and certified by a traffic control supervisor, or
 2. Prepared in compliance with a standard manual on Uniform Traffic Control Devices (MUTCD) Traffic Control Plan, or
 3. As otherwise approved by the City.

Street Closures

Moving vehicles are not allowed in a closed venue except when approved as part of a parade or other entertainment feature associated with your event. Exceptions to the use of vehicles in a venue may be granted by an authorized city representative for public safety purposes. You must indicate the presence of parked cars within your venue as part of your permit application.

Only a sworn or trained employee of the police department has the legal right to remove a vehicle from a city street or authorize a tow in the public right-of-way. As an event organizer, they must coordinate with the Sandpoint Police Department for the towing of all vehicles within the event venue prior to the onset of event activities, including set-up. Event Organizers will not be allowed to set-up or manage event activities where there are parked cars, even if the area is denoted on the final permit.

Applicant must plan for the closure and reopening of the streets and other areas in which the event will take place. If City Fire Department and City Police Department staff are present, they must coordinate the closure and opening of streets with these authorities.

Security Plan

The event organizer must ensure the event is safe and secure. This is accomplished through sound pre-planning by anticipating potential problems and concerns related to the event activities and surrounding environment and by being prepared to react during the event to any unanticipated problems. The size, type, time of day and location of your event, as well as the overall activities proposed to take place in association with the event, are all areas that need to be analyzed in depth and addressed through a security plan.

The Sandpoint Police Department will review the security plan and has final authority to require a minimum number of licensed private security guards, volunteer and staff positions as well as police officers and traffic controllers necessary to staff the proposed event. These measures may involve other safety strategies ranging, but not limited to, lighting, music genre selection, alcohol management, and venue design, etc.

Private security is typically used at events to enforce the operations and management of a broad array of safety measures ranging from crowd control within and around the venue, VIP management, and parking lot enforcement to identification checks, beer garden safety, money transfers, and/or any rules and regulations established by the Applicant. It is the responsibility of the Applicant to contract with a licensed private security company and to ensure that the company has the ability to respond to the security needs of the event and surrounding environment.

The Sandpoint Police Department may require department staff to be present at the event to supplement the security plan and to provide additional presence at the event. These sworn officers are there to enforce laws. It is not the responsibility of police officers to

provide the services that are the job of private security staff. If the special event impacts the community outside the venue, police services in addition to those needed to directly support your event may be required.

The Sandpoint Police Department has final authority over the event safety requirements. If the number of licensed private security guards approved by the Police Department is not provided, and/or proves inadequate, the Sandpoint Police Department maintains the right to shut down any or all components of your event and/or to provide additional police services that will be billed directly to the Applicant.

As part of the event security plan, the Sandpoint Police Department may allow use of volunteers in specific predetermined locations and capacities that do not require licensed security guards. Should the volunteer services fail to be provided, and/or prove inadequate; the Sandpoint Police Department maintains the right to shut down any or all components of your event and/or to provide additional police services that will be billed directly to the Applicant.

First Amendment Activity

Special events sometimes attract First Amendment, or free speech, activity such as protests, petition gathering and leafleting. The Sandpoint Police Department is responsible for managing protest activity. Generally, protestors have the right to be within sight and sound of an event. If the event is free and open to the general public, the Police Department will not remove an attendee, even if that attendee is associated with a protest group, unless the individual is disrupting the event or engaging in other illegal conduct.

When First Amendment activity is anticipated at the event, the Police Department will discuss the handling of the activity and may make suggestions to ensure the safety and rights of all are protected. Ultimately, the manner in which the activity will be managed depends on a number of factors including how the special event is organized, the location and venue configuration of the event, the number of people involved, the type of protest activity anticipated, and the city resources available to manage the overall scope of activities.

Regulations for Events in Parks

- Public access and egress are to be provided at the main gate only at Memorial Field. An exception will be permitted for entrance only if the event provides continuous staffing to physically monitor gates, otherwise all other gates will remain locked at all times.
- Whether leashed or unleashed, dogs are not allowed in any City Park or on any public beach, except at Hickory Park, Lakeview Park and Humbird Mill Park. A maximum of three (3) leashed dogs are allowed at designated dog friendly parks. Leashed dogs are recommended at Humbird Mill Park. Overnight camping is prohibited.

- Overnight camping is prohibited in Parks, unless specifically authorized by the Mayor.
- Parking shall be in designated areas only, maintaining open ingress and egress travel lanes for emergency vehicles and permitting public access to the boat launch. The sponsoring event organization shall specify its parking needs in advance and shall not exceed twenty five percent (25%) of the available parking. Vehicle parking “uninhabited” is permitted overnight in parks.
- The possession or consumption of any alcoholic beverage in public parks is prohibited unless specifically authorized by the City Council.
- Farmin Park and Memorial Field allow alcohol to be served when purchased on site from an authorized vendor with a valid alcohol beverage catering permit issued by the City in conjunction with a special event. Those consuming alcohol must remain in specific areas of the park designated for alcohol beverage consumption. In all cases, they must remain within the inner boundary of the park’s fencing or curb and not inhibit the use of the sidewalk by other persons.
- Boating and swimming at City Beach in designated areas only.
- Overnight visitor boat moorage is limited to the City Beach Marina and Windbag Marina.
- Amplified sound is prohibited in City Parks unless approved in advance by the City.
- The Applicant is required to meet with the City’s Park Supervisor at a minimum of 10 days prior to the special event if amplified sound, access to power, additional trash receptacles, additional portable toilets, or facility keys are requested or required for the event.
- Due to turf and sprinkler head damage, vehicles are restricted to paved park roads or parking areas. This includes concession trailers, delivery, and catering vehicles. Vendors must have permission of the Parks Supervisor prior to the event to drive on the turf. All sprinkler heads, utilities, and other site amenities will need to be identified by Park staff before each event. Vendors will be held liable for damages.
- Tents, canopies or other temporary structures cannot be secured by stakes in the park unless authorized.
- The use of inflatables are prohibited in City parks. Examples of inflatables include, but are not limited to, jumpers, obstacle courses, décor elements and promotional signage.

Electricity Plan

There are a number of local and state codes related to the use and distribution of electrical power. The Applicant is required to meet the State of Idaho Division of Building Safety Code. Failure to meet local and state codes may result in penalties or suspension of the use of the wiring or equipment until the corrective action is verified. Events may use electricity tapped from public lights and other public utility outlets, as approved by the

City.

The installation and distribution of all new or event specific electrical power used to support your event must be completed by a State of Idaho licensed electrician. In some cases, electrical distribution plans and load calculations prepared by a licensed electrical contractor or electrical engineer may be required. Existing City maintained lighting and outlet circuits may be used for event power use when prior approval is obtained in writing before the event date and time. The City may inspect power distribution safety at the event and may require onsite modifications.

The installation of all electrical elements must comply with Idaho Electrical Code (IEC) and all other applicable articles of the IEC. All wiring, equipment and devices must be maintained in a safe working condition for the duration of your event including set-up and dismantle.

Utilities

If the event has its own electrical utility meter, the event shall pay the City for any usage charged hereon. The event shall reimburse the City for all related Avista costs. The City will be responsible for water and sewer utilities.

Trash

The Applicant are required to develop and implement plans that ensure the proper disposal of waste generated by your event and its attendees, including during set-up and dismantle time frames associated with your event. The city provides street sweeping services and may also have additional trash containers available. This will be discussed and coordinated during the pre-event meeting. At the conclusion of your event, the event venue and surrounding areas must be cleaned and returned to a condition equal or better than the condition prior to the onset of your event activities.

Failure to perform adequate clean-up and/or repair damages to city property and facilities due to your event will result in the City of Sandpoint providing the services and billing the Applicant at full cost recovery rates for clean-up and/or repair.

Restroom Facilities

The number of portable toilets required will be determined based on the estimated peak time attendance. Applicant will be responsible for coordinating the portable toilets and the associated expense.

Amplified Sound

In most cases, issuance of a Special Event Permit will serve as approval to use amplified sound within the event venue as outlined in the permit application. Between the hours of 10:00 p.m. through 6:30 a.m., it should be unlawful for any person or business to make or

cause loud or offensive noise by means of voice, musical instrument, horn, radio, loudspeaker, sound amplifying equipment, automobile, machinery or power tools, or any other means which disturbs the peace, quiet, and comfort of any reasonable person or normal sensitivities residing in the area. An Applicant may be required to conduct decibel readings at pre-determined locations throughout the event time frame as part of your permit requirements.

EVENT INFRASTRUCTURE

Temporary Structures

Structures erected for a period of less than 180 days, cover an area greater than 120 square foot and are used for the gathering of 10 or more people shall comply with the International Fire Code and International Building Code.

Such structures are considered permanent and are subject to required standards if a structure is erected for 365 days a year but is used on a seasonal basis for less than 180 days. If a membrane structure is erected for less than 180 days, they are subject to standards applicable to permanent buildings when they are attached to buildings.

Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements as necessary to ensure public health, safety and general welfare.

Tents/Canopies

The use of tents or canopies are to follow the provisions of the International Fire Code at 3401.

Vendors are responsible for meeting or exceeding the following requirements for the management of all tent and canopy areas:

LOCATIONS

- Property lines, buildings, other tents, canopies, or temporary membrane structures must be at least twenty feet (20') from tent support wires, ropes, and guy wires.
- A fourteen-foot (14') fire access lane must be maintained. The access route must be outside of support wires, ropes, and guy wires.
- A fourteen-foot (14') fire lane must be provided around the entire event venue and must connect with all fire lanes required around tents/canopies.
- Tents and equipment should never be an obstruction to a fire hydrant.
- All vehicle parking and other internal combustion engines must be at least twenty feet (20') from any tent/canopy.
- Additional authorization and/or on-site inspections may be required for tents/canopies that do not provide a fourteen-foot (14') access lane.

INSTALLATION

- Many parks and other public sites have irrigation, pipes and electrical components located inches below surface areas. Stakes are not allowed to be used in any City park unless authorized.
- If you use materials weighted by water to secure tenting, do not release any water
- Anchor wires/ropes shall not cross any means of ingress or egress at a height of less than seven feet (7').

INGRESS/EGRESS

- All tent ingress and egress points must remain open and shall not be obstructed whenever event participants or staff occupies the tent.

FIRE SAFETY

- Fire extinguishers of a 2-A-10B rating shall be provided every seventy-five feet (75') of travel distance between tents/canopies and must be secured in an upright position and protected from vehicular traffic.
- Heating and cooking equipment shall not be located within ten feet (10') of exits, aisles, passageways, or combustible materials.
- Hay, straw, trash, and other flammable material cannot be stored closer than thirty feet (30') from the outside of tents/canopies.
- Any cooking operation involving combustible cooking operation involving combustible cooking media (e.g. vegetable or animal oils and fats) will also require a 2-A: K Class K fire extinguisher in addition to the Class C extinguisher.
- Each extinguisher must be mounted and secured in a manner that it will not fall over yet be easily accessed in the case of an emergency.
- Each extinguisher must be visible and accessible and located away from the cooking area.
- Each extinguisher must have been serviced within the last year and have a State Fire Marshal service tag attached.

Additional Fire Safety Tips

- Know where the fire extinguisher is for each tent/booth and how to use it.
- Do not leave food cooking unattended.
- Do not wear loose-fitting clothing when cooking.
- In case of an emergency, call 9-1-1.

ALCOHOL MANAGEMENT

It is illegal for anyone under the age of 21 to consume alcoholic beverages in the State of Idaho. As the Applicant or authorized representative listed on the Special Event Permit

Application, they are legally liable for any consumption and/or possession of alcohol by a minor. Idaho Code 23-605 will apply that provides any person who sells, gives, or dispenses any alcohol beverage, including any distilled spirits, beer or wine, to another person who is intoxicated or apparently intoxicated shall be guilty of a misdemeanor.

Alcohol Service Conditions:

If the Applicant wants to sell or furnish alcoholic beverages at the event, they will be required to obtain an alcohol catering permit from an alcohol licensee authorized to serve alcohol through the State of Idaho. The Sandpoint Police Department may place restrictions on the way in which alcohol is managed at the event.

Designated Alcohol Service Areas

All events where alcohol is being consumed must provide a controlled space, the design of which must be approved in advance by the City and all catering permits are obtained and on file with the City's Special Event Coordinator.

Any Sandpoint police officer may revoke the permit to provide, serve or sell alcohol during the event for violations of the rules and terms of the permit application or final permit.

The following conditions, unless specifically modified and approved by the City at the pre-event meeting are required:

- The sales, services, and consumption of permitted alcoholic beverages must take place in a designated area.
- No additional dispensing points outside the designated area shall be authorized.
- Each time a person enters or re-enters a designated area, the person's age shall be verified with identification. The use of hand stamps or wrist bands to verify age is discouraged.
- Alcoholic beverages can only be sold or provided to people 21 years or old.
- The use of beer luges, drinking funnels, free pouring, etc. is prohibited.
- Commencement of alcohol service shall not begin prior to the start time of the event. Last service shall be conducted no later than one-half hour prior to the end of the event.
- The Applicant is responsible for resolving any problems associated with the event and/or issues of concern raised by neighbors.

OTHER EVENT ACTIVITIES

Activities not included in the permit application are not authorized to take place in your event venue and can be curtailed by the Sandpoint Police Department. A member of the Sandpoint Police Department may terminate activities if they incite a crowd or have

potential to cause unruly and risky behavior. Use of some equipment, interactive activities, or animals may require additional safety features, insurance levels, or permits.

Decor

Number and locations of banners, pennants, flags, signs, streamers, inflatable displays and similar devices must be included in the site plan/route map and must receive approval from the City of Sandpoint. Under certain conditions, these items can be prohibited or limited. City Code Enforcement Officers may remove unauthorized décor and advertising in the permitted venue area and/or advertisers may be subject to fines.

Signage

Clear visible signage that can be seen over a crowd of people is important to the success of the event. All entrances, exits, start and finish lines should be clearly marked. Directional signage can help people locate food, entertainment, restroom facilities, and information areas making the event more user-friendly; resulting in enhanced pedestrian flow and the overall enjoyment of the event. Signage should meet accessibility standards.

ACCESSIBILITY

The event plans must comply with all city, county, state and federal disability access laws and regulations applicable to the proposed event activities. All temporary venues, related structures, and outdoors sites associated with the event must be accessible to all disabled persons. If an area is not accessible, an alternate area must be provided with the same activities that are in the inaccessible areas. However, these activities must not be offered only to patrons with disabilities.

The following guidelines have been established to help develop plans to make your event accessible to the attendees, participants, and service providers that are part of your event. Please note that these are guidelines only and may not be inclusive of all city, county, state, and federal disability access requirements.

Paths of Travel/Accessible Routes

- Your event should include accessible routes throughout your event venue, including parking areas and passenger loading and unloading zones.
- Accessible routes must be a minimum of 44" in width, not including the curb.
- Temporary ramps that do not exceed an 8.33% grade may be required to provide an accessible route and should be used when elevation changes more than 1/3" vertical or 1/2" beveled.
- Cable ramps or rubberized mats should be used to cover all cords, wires, hoses, etc. located within a path of travel.
- An alternate path of travel is required when the public right-of-way is obstructed.

- If an alternate path of travel is provided, signage designating the alternate travel path should be placed in readily visible locations.
- The alternate path of travel should be parallel to the disrupted pedestrian access route where possible.
- An alternate path of travel should have no protrusions up to a height of 80", including scaffolding and scaffolding braces.
- If the alternate path of travel is adjacent to a potentially hazardous condition, the path should be protected with a barricade or other safety equipment.

Accessible Parking/Transportation

- Provide accessible parking if designated parking areas are provided for an event.
- If designated parking areas are not provided for the event, there should be provided, at a minimum, one accessible passenger loading and unloading zone marked with the international symbol for accessibility.
- Place disabled parking areas as close to the event venue as possible. If the surface is level and provides access to the event, private property with written permission may be used.
- Include accessible parking for any VIP or other specifically designated parking areas such as limo and taxi zones.
- Evaluate the need to provide additional accessible parking beyond that required due to the displacement of designated spaces and areas.
- Accessible vehicles must be included in your transportation plan if a shuttle program supports your event.
- Use accessible public transportation in your event plans whenever possible.
- Provide training and informational materials for your event staff and volunteers regarding accessible parking and transportation.

Accessible Restrooms/Sinks

- A minimum of 10% of any portable restroom provided to support your event must be accessible and located on a level area not to exceed a 2% cross-slope in any direction.
- In any location where multiple restrooms are provided, at least one (1) unit must be accessible.
- If only one (1) restroom is placed in a location, it must be accessible.
- In any location where, multiple sinks or hand sanitizing units are provided, at least one (1) unit must be accessible.
- If only one (1) sink or hand-sanitizing unit is placed in a location, it must be accessible.
- An accessible route to each portable restroom and sinks or hand-sanitizing unit must be provided.

Accessible Booths/Service Counters

- An accessible route to all booth and/or service counter areas should be provided.
- Booths and/or service counters should be no more than 36" in height and must be 35" or greater in width.

Accessible Staging/Seating

- If the public has access to the stage at your event, it must be accessible using a ramp and/or lift and handrails.
- If you provide designated seating on a stage or within your venue, you must provide accessible seating and companion seating in the designated seating areas.

Accessible Communication

- Be prepared to provide event information in alternative formats, sign language interpretation, and assistive listening devices if requested.
- Signage should consist of high contrasting colors and should be placed in visible location(s).
- Plan to provide training and informational material regarding accessibility to your event staff and volunteers.
- Use the international symbol of accessibility where applicable throughout your event venue.

COMMUNITY OUTREACH

As part of the event planning process, the Applicant must evaluate the potential impact of the event on the surrounding neighborhood or environment.

The event plans should include outreach and mitigating measures that address potential impacts the event may have on the surrounding area in which the event activities are proposed to take place. Applicant should meet with the residents, businesses, and other entities that may be directly affected by noise and street closures related to the event in order to address their specific needs. Affected businesses and residents include those businesses and residents that are directly adjacent to the event route with the event street closure. Documentation of this effort must be available to City representatives upon request.

INSURANCE REQUIREMENTS

Before final approval of the Special Event Permit Application is granted, a Certificate of Insurance reflecting Commercial General Liability insurance shall be provided, if applicable for large special events.

All certificates of insurance must provide coverage for the duration of the event, including set up and tear down dates. The City's Risk Manager has final authority regarding the insurance coverage and limits for the special event and can require insurance coverage from other service providers; place requirements or modifications on event components due to the unique nature or risk of a particular event or event component; and require participant waivers.

Certificates of Insurance

GENERAL LIABILITY WITH LIMITS OF:

- \$1 million per occurrence
- \$1 million general aggregate

WORKERS' COMPENSATION: as required by Idaho statutes

The event Certificate Holder Must

Reflect:

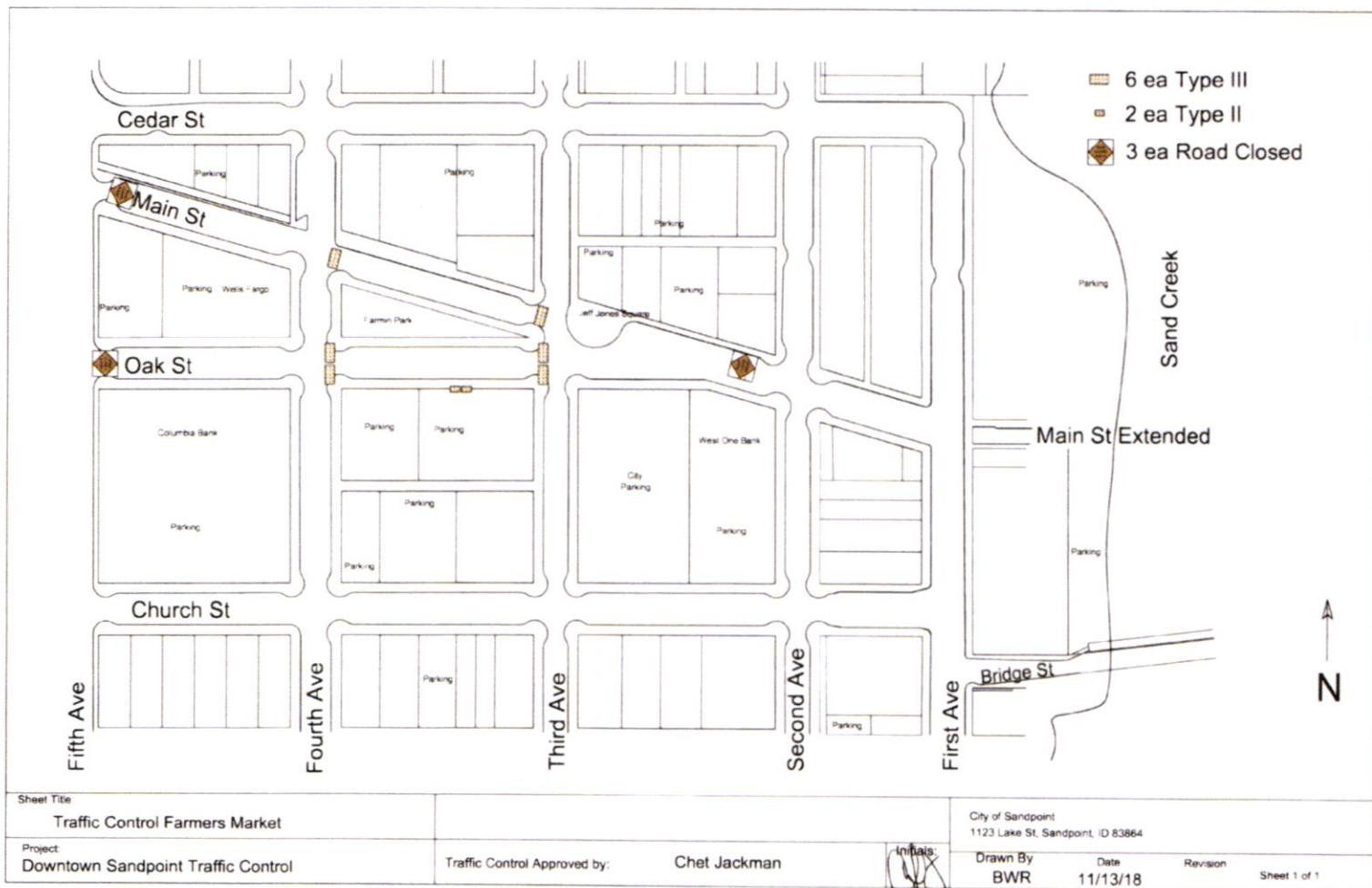
City of Sandpoint
1123 Lake Street
Sandpoint, Idaho
83864

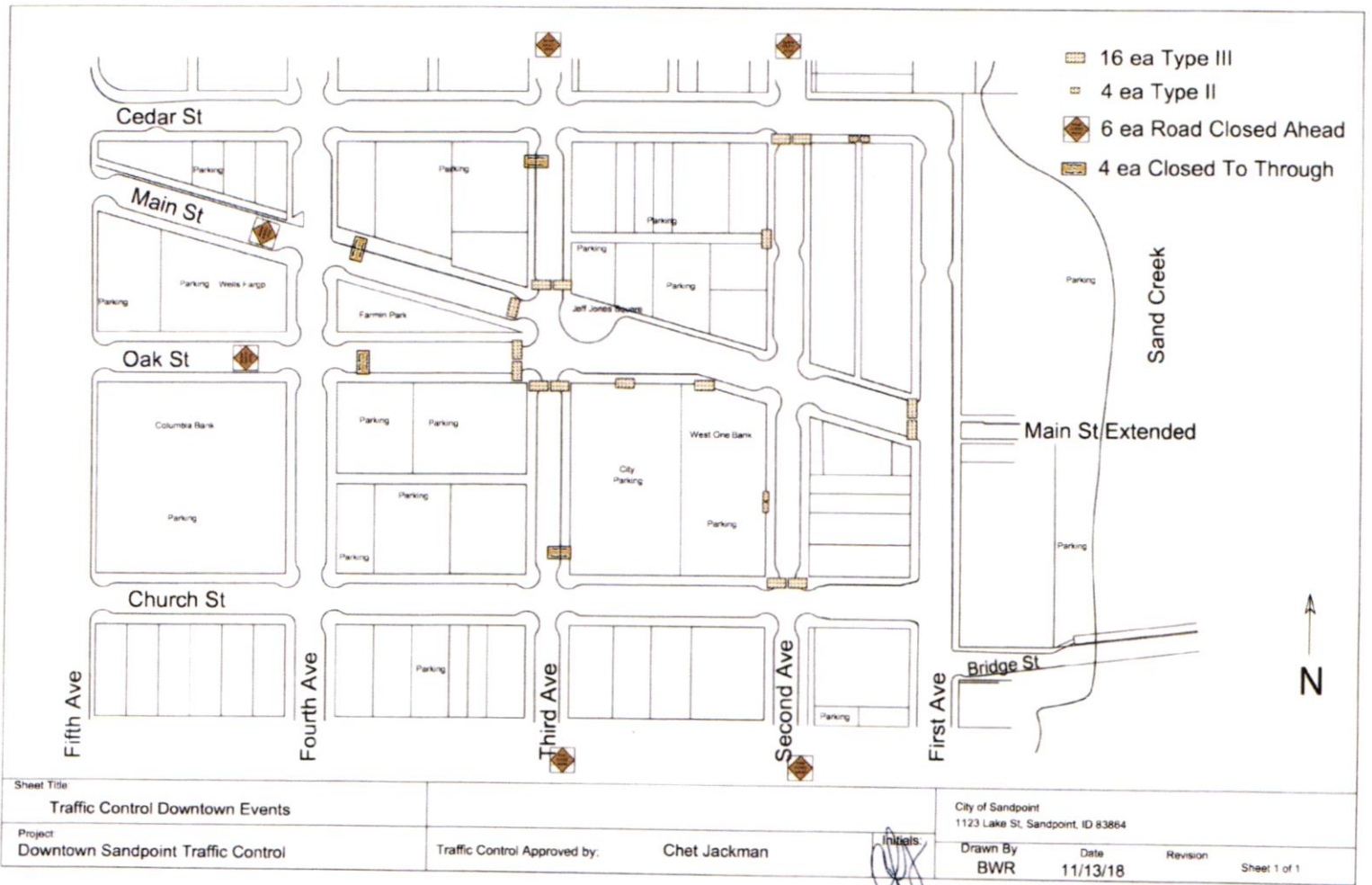
Endorsements:

In addition to the certificates of insurance, the City of Sandpoint requires proof of the following policy endorsements:

GENERAL LIABILITY

- The policy must be endorsed to name "The City of Sandpoint, its elected officials, representatives, employees and agents" as additionally insured.







Spokane Municipal Code

[Home](#)[Title 10](#)[Chapter 10.39](#)[Section 10.39.090](#)

Title 10 Regulation of Activities

Division II. License Code

Chapter 10.39 Special Events

Section 10.39.090 Cost Recovery for Special Events

A. Except when waived by the mayor or by city council resolution for any special event, the issuing authority shall charge:

1. an administrative processing fee per event paid at the time of application in the amount of;
 - a. \$50 for Small Event (0-50 attendees),
 - b. \$100 for Medium Event (51-1000 attendees), and
 - c. \$250 for Large Event (1001-10,000 attendees), and
 - d. \$500 for Extra Large Event (10,001 or more attendees).
2. the cost of police officers and other City personnel involved in traffic or crowd control, fire department response, facility or street support, clean up and repair, and the cost of City equipment and any other non-personnel expense involved in the special event as follows:
 - a. Non-profit park events or street parades sponsored by a Neighborhood Council and which take place entirely outside of the downtown core shall be capped at \$400 – including all administrative costs.
 - b. On or before June 4, 2023, staff may recommend changes to this fee cap to Council.

Event	2022	2023	2024	2025 and beyond
Bloomsday	\$0	\$12,000	\$24,000	\$48,000
Hillyard Hi-Jinx Parade	\$0	\$200	\$400	\$400
Hoopfest	\$0	\$22,500	\$45,000	\$90,000
Junior Lilac Parade	\$0	\$875	\$1,750	\$3,500
Lilac Parade	\$0	\$5,000	\$10,000	\$20,000
Pig Out in the Park	\$0	\$4,125	\$8,250	\$16,500
St. Patrick's Day Parade	\$0	\$1,375	\$2,750	\$5,500

c. 25% of personnel costs for any community parade

d. 75% of personnel costs for all other events

3. any park reservation fees associated with a special event.

B. The fees and costs shall be estimated in writing by the issuing authority and given to the applicant prior to the issuance of the special event permit.

C. The fees and costs shall be paid by the applicant to the City within thirty days from the receipt of the bill for such costs and fees.

D. When a special event permit is sought for an expressive activity involving a demonstration, rally or march, as defined by this chapter, and the special event will not require temporary street closures, cost recovery shall be limited to the administrative processing fee.

E. When a special event permit is sought for an expressive activity requiring street closure or other City services, personnel and equipment, the special event permit may be conditioned upon payment of estimated costs incurred by the City to a maximum amount of five hundred dollars.

1. In no way will an indigent applicant's First Amendment rights be impaired in any fashion.

2. The terms and conditions of a permit shall not infringe upon the rights of petition, assembly or free expression protected by the First Amendment of the U.S. Constitution and/or Article 1, Section 3, 4 and 5 of the Washington State Constitution.

Date Passed: Monday, June 6, 2022

Effective Date: Friday, July 22, 2022

ORD C36203 Section 9

April 17, 2024

To: Shelly Enderud, City Administrator
From: Jason Mealer; Captain
Date: April 18th, 2024
Subject: PF Festival Parade Employee hours

Using previous year's parade operations plans and assignments, this is an accurate estimation of the number of dedicated hours required of Post Falls Police staff. The true estimation likely would be slightly higher, but this is an accurate estimation.

Chief of Police:	6 hours (Planning, set up, parade)
Captain #1:	15 hours (Permits, golf carts, planning, set up, parade, and cleanup)
Captain #2:	13 hours (Permits, golf carts, planning, set up, parade, cleanup)
Lieutenant #1:	9 hours (Planning, set up, parade, cleanup)
*Lieutenant #2:	9 hours (Planning, set up, parade, cleanup)
Detective's X2:	4.5 hours (Set up, parade, cleanup)
Officer's X15:	4.5 hours (Set up, parade, cleanup)
Volunteer's X3:	4.5 hours (Set up, parade, cleanup)
Records Specialist X1:	5 hours (Planning, paperwork)

PF Festival Parade 2023 we had the Chief, 2 Captains, 1 Lt., 2 Sgt.'s, 2 Detectives, 15 patrol officers, and 3 volunteers assigned exclusively to the parade. If I were to plan the event again this year I would only add one person and that would be the second Lieutenant to assist with span of control and supervision at the staging area.

Please feel free to reach out if you have any further questions.

CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 5/7/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Janet Best, Human Resources Director

SUBJECT: Exit Interviews

ITEM AND RECOMMENDED ACTION:

This staff presentation recaps the exit interview process and follow-up. No action is required on this item.

DISCUSSION:

On the April 16th council meeting, there were concerns brought forward on the City's process for exit interviews.

When an employee submits their resignation, HR is notified and reaches out to schedule an exit interview; this interview is to discuss benefits, the final payout on their check and to have a conversation with the employee on their decision to leave employment with the City. These exit interviews are kept in the confidential employee personnel file.

Because these interviews discuss the reasoning behind leaving, the decision was made to conduct "stay interviews" with current employees, to ask about their jobs, their feelings on benefits and how they found the City to be as an employer.

If an employee is terminated, or, resigns in lieu of termination an exit interview is not typically held as the employee has an opportunity for a name clearing hearing, as outlined in the City's personnel policy.

As termination is not often an easy decision, the City is in contact with their insurer, ICRMP, to discuss steps to take and provide guidance and legal counsel on the timing, documentation and process behind termination.

At this point, the City staff is reviewing current personnel policies and will have updates on the exit interviews, to include better analysis on the current process and the reasons given by employees on why they are leaving employment.

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:

There is no fiscal impact related to the report.

BUDGET CODE:

N/A

ATTACHMENTS:

1. 5.7.2024 Exit Interview Presentation

Exit Interview Policy

1. Purpose: The purpose of this policy is to outline the procedures for conducting exit interviews with departing employees. Exit interviews aim to gather constructive feedback on the organization's environment, culture, and processes, and to understand the reasons behind employees' decisions to leave.

2. Scope: This policy applies to all permanent employees who are voluntarily leaving the company. Employees terminated for cause may not be eligible for an exit interview.

3. Procedure:

a. Notification:

- Human Resources (HR) must be notified by the supervisor as soon as an employee's resignation is received.
- HR will reach out to the employee to attempt to schedule a voluntary exit interview at least one week before the employee's last working day.

b. Conducting the Interview:

- Exit interviews will be conducted by a member of the HR team or an external consultant to ensure impartiality and confidentiality.
- Interviews can be conducted face-to-face, via a phone call, or through a secure online meeting platform, depending on the departing employee's preference.

c. Interview Format:

- The interview will be semi-structured to allow for open-ended responses and will cover topics such as the reasons for leaving, job satisfaction, work environment, culture, and any recommendations for improvement.
- A standardized exit interview questionnaire will be used to maintain consistency across all interviews.

d. Confidentiality:

- All responses collected during the exit interview will be treated confidentially unless the employee agrees otherwise. Specific concerns related to legal or ethical violations will be escalated appropriately.

4. Post-Interview Process:

a. Documentation:

- HR will document the contents of the interview and store this information securely.
- Summary reports of exit interviews will be generated quarterly and reviewed by senior management to identify patterns or areas of concern.

b. Feedback Utilization:

- Actionable feedback will be discussed during management meetings to develop strategies for organizational improvement.
- Changes implemented as a result of exit interview feedback will be communicated to current employees to demonstrate the organization's commitment to continuous improvement.
- HR will conduct an interview with the supervisor as well, to discuss what qualifications/attributes worked and what didn't.
- After speaking with employee, supervisor and management team, HR will make a recommendation if needed for further training and/or further discussions with other employees.

5. Review of Policy:

- This policy will be reviewed annually by the HR department to ensure it remains effective and relevant to the organization's needs.

Exit Interviews



(Image of your choice)

Purpose: Understand reasons for employee departure

Importance: Gather feedback for organizational improvement

Confidentiality: Information shared will be kept confidential

Conducting Exit Interviews

- Schedule: Conducted during the last week of employment or shortly after resignation – up to employee whether they would like the interview – exit interviews are not typically done with terminated employees (after conferring with ICRMP) or employees who resign in lieu of termination as they are offered a name clearing hearing
- Participants: HR representative & employee
- Format: Structured questionnaire or open-ended discussion
- Documentation: Responses recorded for analysis and action – aggregated to keep confidentiality

Leveraging Exit Interview Insights

- Insights: Identify trends and issues in work environment or management
- Improvement: Inform HR policies, training programs and retention strategies (stay interviews)
- Continuous Improvement: Regular review and adaptation of policies based on feedback

Questions?