



**CITY COUNCIL
MEETING AGENDA**

**July 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. Budget Workshop

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

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

- a. Employer Support for the Guard and Reserves - Employer Patriot Award for Bryan Myers

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 – July 2, 2024 City Council Meeting

- b. Payables 6/28/24 - 7/11/24
- c. Landmark Place Grant of Right-of-Way and Easement for McGuire Rd. File No ANN-0003-2019
- d. Millsap Landing Subdivision Plat Application
- e. Tedder Business Condominiums Plat Application

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. Mountain View Bible Church (MVBC) File No. ANN-23-6

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. 6th Avenue Stormwater Additional Services Agreement
- b. Tiny Home Performance Standards Ordinance (TA-23-2)
- c. Fiscal year 2025 Budget Resolution
- d. 12th Avenue Forcemain – Over Excavation Change Order #4
- e. Title 18 and 18A Housekeeping Ordinance (TA-24-1)

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. Engineering Services Agreement for the Seltice Way Rehabilitation and Pipeline Project

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

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

RETURN TO REGULAR SESSION

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 COUNCIL
MEETING MINUTES**

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

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

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Samantha Steigleder, Josh Walker, Joe Malloy, Nathan Ziegler, Randy Westlund, Kenny Shove
Nathan Ziegler, Samantha Steigleder, Kenny Shove, Randy Westlund, Josh Walker – **Present**
Joe Malloy – **Excused**

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

Ronald Jacobson, Mayor: City Hall and City business offices will be closed Thursday, July 4th in observance of Independence Day. The Post Falls Festival is happening from July 12th to 14th at Q'emiln Park. Don't miss the Festival Parade on Saturday, July 13th at 10am. Visit the City's website for the full schedule of events.

- a. Freedom Award Recognition for Joseph Moran

Jacobson: I would like to recognize Joseph Moran on being awarded the prestigious Freedom Award. One of the significant contributions that led to this recognition was Joseph's exemplary work on the trails at Kiwanis Park. I want to congratulate you on your remarkable achievement and thank you for your service to our community.

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.

Warren Wilson, Deputy City Administrator: We would like to pull item 3b the Tiny Home Standards Ordinance and put it on the next agenda. There is an error in the summary that is attached. It autopopulates in that section and, for whatever reason, it didn't autopopulate there, so we need to fix that.

Motion by City Council Steigleder to Approve the removal of item 3b from the agenda.

Second by City Council Ziegler.

Ayes: City Council Walker, City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes 06-18-2024, City Council Meeting
- b. Payables 06/12/24 - 06/25/24
- c. April Cash and Investments
- d. Kruger Annexation Denial Letter File No ANNEX-23-5
- e. Boyd's Landing 1st Addition MDA File No SUBD-23-5
- f. The Post PUD Construction Improvement Agreement
- g. Northshore Subdivision MDA File No SUBD-23-3
- h. Legion Park Annexation Grants of Right-of-Way File No ANNEX-23-7
- i. Legion Park Annexation Grant of Easement File No ANNEX-23-7

Motion by City Council Ziegler to accept the Consent Calendar as presented.

Second by City Council Westlund.

Ayes: City Council Walker, City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

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. Title 18 and 18A Housekeeping Ordinance TA-24-1

Public Hearing Opened at 6:06 pm

Jon Manley, Planning Manager Presenting: We would like you to review and approve the proposed changes to Title 18 and title 18A. The first one deals with PFMC 18.20.130 subsection A4 that deals with site plan reviews and what triggers improvements. The second is with PFMC 18A.20.070 Subsection 2, which deals with how you establish stories within SmartCode. For Title 18, site plan review, before what was stricken was a 25% or more change within a structure and that was defined by the international building code. The revised provides more clarification. A change of use within an existing structure of 25% or more, an expansion of an existing structure of 25 % or more, or any change of use on the site itself where improvements are required within PFMC. So, instead of the building code looking at what establishes the change of use, we would be looking at our code. For title 18A, staff and applicants were often confused about how to calculate two stories with the wording of the current code. To fix that, we parsed it out into other sections in i, ii, and iii.

Steigleder: Can you tell me what happens between 14 and 18 feet? A single story can't exceed 14 feet, has to be at least 11, but a second story starts at 18 feet.

Manley: If you have a residential function, the max would be at 14 feet.

Steigleder: Even if it was the second story.

Manley: Yeah, if it was the second story you could go 14 feet in the second story. Each story would get you no more than 14 feet. So a four-story building, in essence, could be 56 feet.

Steigleder: If a building is a non-residential function and is between 18 and 25 feet, it will be counted as two stories. So no building can be 16 feet unless it has a mezzanine or a parapet or something.

Manley: You could still do a 16-foot-tall single level building. You just wouldn't get credit for a two-story building. You would have to be 18 to 25. SmartCode requires in both SC4 and SC5 a minimum of two stories for you to be in that zone.

Jacobson: This all goes back to SmartCode

Field Herrington, City Attorney: It really goes to counting the stories. You get credit if it is past 18 up to 25.

Westlund: I'm a little confused on the same point. The story may not exceed 14 feet, but if the ground level is over 18 feet it counts as two stories.

Ziegler: For non-residential.

Westlund: Yeah, if it's a commercial use on the ground floor that's 17 feet, is that still a one story and allowed?

Manley: It would be considered a single story, you would still need to have another story because SmartCode requires two stories. If you have 17 feet on the first floor you would have to have another story above that.

Westlund: There's a little bit of a gap between the 14 feet and then the 18 to 25 range.

Manley: Where that would come into play is for a residential function. You aren't doing commercial. You aren't doing office. You couldn't go above 14 feet.

Westlund: The 14 really only applies to residential on the ground floor. If it's ground floor commercial, then the 14 doesn't apply, and you can go up to 25.

Manley: You can do commercial also. The commercial just has to be 11 feet.

Steigleder: If you have a 17-foot first story, you would have to have a second story?

Manley: Correct. How this really comes into play is like an aquatic center in your downtown. An aquatic center you're probably not going to want to build a mezzanine, but you may want a tall roof. You aren't going to build a second story to an aquatic center. You may want to count that as two stories to be consistent with SmartCode. Section 5 and 6 changes were reviewed. The new wording in 5 allows for measuring from the top plate to the finished floor, which is clearer. The new wording in 6 deals with parapets.

Testimony

In Favor: None

Neutral: None

Opposed: None

Public Hearing Closed at 6:18 pm

Ziegler: I like it. Especially in the portion of defining top plate to finish ceiling, especially in commercial buildings, you can have a false ceiling if it's an acoustic ceiling or anything that would change that pretty significantly.

Walker: That's exactly it. Finishing can be a whole lot of different things. If you are going top plate it makes it very clear.

Motion by City Council Ziegler to Approve the Title 18 and 18A Housekeeping Ordinance TA-24-1 and bring an ordinance with the improvements.

Second by City Council Walker.

Ayes: City Council Walker, City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Legion Park Annexation Ordinance (ANNX-23-7)

Motion by City Council Ziegler place the Ordinance Legion Park Annexation (ANNX-23-7) on its first and only reading by title only while under suspension of the rules.

Second by City Council Walker.

Ayes: City Council Walker, City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 1.214 ACRES, A PARCEL OF LAND BEING A PORTION OF EXISTING RIGHTS-OF-WAY AND A

PORTION OF TRACT 4, BLOCK 35, POST FALLS IRRIGATED TRACTS ACCORDING TO THE PLAT RECORDED IN BOOK "C" OF PLATS AT PAGE 78, RECORDS OF KOOTENAI COUNTY LOCATED IN THE NW 1/4 NE 1/4 OF SECTION 35, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF:

Motion by City Council Ziegler to approve the Ordinance Legion Park Annexation (ANNX-23-7) and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by City Council Walker.

Ayes: City Council Walker, City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

Motion Carried

- b. Tiny Home Performance Standards Ordinance (TA-23-2)

This item was removed under amendments to the agenda.

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. Utilities Consumer Confidence Report

Craig Borrenpohl, Utilities Manager Presenting: I'm speaking to you tonight about our Drinking Water Consumer Confidence Report. We are required to send this report to customers by July 1st. We put it in the bills that come out in June in order to meet that deadline. The purpose of the report is to provide information regarding the local water quality for the local customers who are consuming that water. There are several water districts within Post Falls: Post Falls, East Greenacres, Ross Point, and other smaller systems. You may search for your water provider via

the online "Find My Water Provider" page. Our 2023 report covers the sampling of that year. Some constituents have waivers where we don't have to sample them every single year. For the calendar year 2023, all samples were absent for total coliform (an indicator bacteria that we do not want in our water system). Those are usually the first hint that there may be a problem. All samples were non-detect for PFAS and other Synthetic Organic Contaminants. Again, highlighting the highly reliable, high quality water source we have from the Rathdrum Prairie Aquifer, where we pull all of our potable water from. The actual report that was sent out was shown. We are available for questions from our consumers.

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.

Jacobson: 4th of July is fast approaching. I know fireworks are part of the 4th of July celebration. I ask everyone to be cognizant of those that are bothered by fireworks. For those that call our Police Department, I ask that you understand that they can not go out and arrest everyone who is shooting off illegal fireworks. They will respond to as many calls as they can, but they aren't going to get to everyone. Be responsible.

Westlund: I would like to talk about allowing for neighborhood compatible limited commercial uses in residential zones. In particular, I'm thinking about properties with frontage along arterials or major collectors like Idaho or Spokane. The comprehensive plan talks about having provisions for graduating to commercial uses along arterial and collector streets. We have that in the plan already. Recognizing that need to transition from residential to commercial as the streets grow. We can do that as a formal rezoning, but I would like to consider adding commercial use as a special use permit in a R-1 zone. So, they don't have to go through the whole rezoning process. I know in city code we have a home occupation code which allows for commercial use if it's kind of ancillary to the primary residential use. This I see as the other way around. It would be a primarily commercial use, but we try to encourage re-purposing the building and not changing the area too much, but still allowing small business owners to do this. So if you guys are ok having staff look into this, I'd like to have them present some options to us.

Herrington: It is certainly something we could do. We would need to amend that zoning code to specify what businesses are allowed and go through that ordinance drafting process. The comprehensive plan could support those already. We could possibly fit that into our current criteria for SUPs. We would need to amend the purpose statements for those codes. It would take staff time in moving that forward.

Jacobson: If the Council asks to do it, I would ask that you specifically focus on appropriate neighborhoods.

Herrington: We would have to carefully draft those ordinances.

Steigleder: I would be in support of that. I think it is worth looking into with the specification that we stay on major collectors or arterials which will limit the locations and the neighborhoods that its put into.

Ziegler: If it's approved in the Ordinance, it goes to a Special Use Permit. Is that granting authority to the Planning and Zoning Commission for that, or would it come to us?

Herrington: Special Use Permits do go through the Planning and Zoning Commission for a decision. That decision can be appealed to the Council.

Walker: We may want to look at it as long as we specify what businesses can go in there and monitor that the best we can.

Shove: I agree.

8. EXECUTIVE SESSION

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

ACTION ITEMS:

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

Motion by City Council Ziegler to enter into Executive Session pursuant to Idaho Code 74-206 (1) (c) To acquire an interest in real property not owned by a public agency, further that no action will be taken during the session and that the session will last approximately 10 minutes.

Second by City Council Walker.

Ayes: City Council Walker, City Council Ziegler, City Council Shove, City Council Steigleder, City Council Westlund

Motion Carried

Executive Session entered at 6:32 pm

Executive Session exited at 6:41 pm

RETURN TO REGULAR SESSION

ADJOURNMENT

Adjourned at 6:42 pm

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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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: 7/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Gracie Ficca, CSR/AP

SUBJECT: Payables 6/28/24 - 7/11/24

ITEM AND RECOMMENDED ACTION:

Check Run 7.17.24

DISCUSSION:

Check Run 7.17.24

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

639055.07

BUDGET CODE:

Various

ATTACHMENTS:

1. Post Falls Check Approval Check Run 7.17.24
2. Book1 7.17.24

Post Falls Check Approval



City of Post Falls

Packet: APPKT13240 - Check Run 7.17.24
Vendor Set: 01 - Vendor Set 01

Check Date: 7/9/2024

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND							
Dept: 411 Mayor & Council							
VEN14744	Veritas Advisors, LLP						
APMWB	Check			5815	Lobbyist for June	001-411.0000.62040	2,916.66
Dept 411 Total:							2,916.66
Dept: 414 Finance							
V040	ODP Business Solutions						
APMWB	Check			366064655001	Office Supplies-Finance	001-414.0000.63060	165.22
P4835	ProPrint						
APMWB	Check			65706	#10 Window Envelopes	001-414.0000.63050	186.00
Dept 414 Total:							351.22
Dept: 415 City Clerk							
C291	Coeur d' Alene Press						
APMWB	Check			0000024688-06272	Publication of Ordinance 1510	001-415.0000.62000	111.18
				0000024687-06272	Publication Ordinance 1511	001-415.0000.62000	44.19
Dept 415 Total:							155.37
Dept: 421 Police							
A0690	AccessData Corp						
APMWB	Check			10956606	PD Shredding Service	001-421.0000.68010	72.47
VEN14937	Aero Precision, LLC						
APMWB	Check			1746710	6 New Patrol Rifles	001-421.0000.63500	5,184.00
VEN14145	Charter Communications						
APMWB	Check			0337140062024	PD Internet	001-421.0000.65030	159.98
C4245	Crown Castle GT Co., LLC						
APMWB	Check			45000700	Annual Tower Rental - Post Falls	001-421.0000.62040	327.22
				45000703	Annual Tower Rental - Stateline	001-421.0000.62040	446.63
D053	Day Management Corporation						
APMWB	Check			INV824067	PD 911 Rack Modification	001-421.0000.68010	637.50
G020	Galls, LLC						
APMWB	Electronic Funds Transf			028228093	New Hire Uniform - Crone	001-421.0000.67020	462.48
				028323233	New Hire Equipment - Crone	001-421.0000.67020	68.04
				028311631	New Hire Equipment - Zentgraf	001-421.0000.67020	38.64
				028293682	PD Uniforms - Borders	001-421.4000.72000	88.29
				028347276		001-421.4000.72000	73.60
VEN14044	Glacier Bay Electric LLC						
APMWB	Check			041824	UPS Electrical Unit Updates	001-421.0000.68010	1,310.00
VEN01683	Goodyear Tire & Rubber Company						
APMWB	Check			197-1155102	PFPD133 Tires	001-421.0000.67190	644.12
K080	Knudtsen Chevrolet and GMAC						
APMWB	Check			5005280	PFPD139 SL-N-Sensor	001-421.0000.67100	74.52
K100	Kootenai County Solid Waste						
APMWB	Check			10-82910 051524	PD Dumpster Service	001-421.0000.65004	156.00
K140	Kootenai Electric						
APMWB	Check			1588061 062824	Blossom Mtn Tower	001-421.0000.65021	394.93
VEN13627	Matthew Leitholt						
APMWB	Check			20088	PD Employee Photos	001-421.0000.63060	1,400.00
VEN14015	Midway Hyundai						
APMWB	Check			PFPD91	PFPD91 Tire Mount & Balance	001-421.0000.67170	79.95
				PD11014	PFPD91 Tires	001-421.0000.67190	749.96
N001	Napa Auto Parts						
APMWB	Check			3688-299846	PFPD117 - Battery & Core Deposit	001-421.0000.67100	140.88

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	3688-299752	PFPD111 - Battery & Core Deposit	001-421.0000.67100	140.88
		3688-299509	PFPD92 Heater Hose Connectors	001-421.0000.67100	57.62
		3688-299744	PFPD111 - Battery & Core Deposit	001-421.0000.67100	140.88
		3688-299558	PFPD92 - Coolant Connector & Hose	001-421.0000.67100	51.60
		294712	Core Deposits & Item Returns	001-421.0000.67100	-234.37
		3688-299470	PFPD92 - Spark Plugs & Wire Set	001-421.0000.67100	120.70
		3688-299551	PFPD102 Sensors	001-421.0000.67100	79.92
		3688-298976	PFPD118 Hub Assembly	001-421.0000.67100	153.85
V040	ODP Business Solutions				
APMWB	Check	369941515001	Office Supplies-PD	001-421.0000.63060	6.76
		370016340001		001-421.0000.63060	22.15
		369941515001		001-421.0000.63060	532.51
				001-421.0000.66042	231.60
VEN04570	Premier Vehicle Installation, Inc				
APMWB	Check	43733	PFPD Retrofit	001-421.0000.67100	234.74
P4384	Proforce Law Enforcement				
APMWB	Check	550042	Range VTAC 2-pt Slings	001-421.0000.67020	174.39
		549506	Firearms Carrier - Anderson	001-421.0000.67020	243.53
VEN14817	Public Safety Psychological Services				
APMWB	Check	4813	Applicant Psych Evals	001-421.0000.62040	960.00
S022	Salt Lake Wholesale Sports				
APMWB	Check	16274	Practice/Duty Ammunition	001-421.0000.63300	1,010.19
		16275		001-421.0000.63300	2,029.60
		16274		001-421.0000.63300	557.87
R251	Serights Ace Hardware				
APMWB	Check	355978/1	IT Air Plug & Blow Gun Kit Returns	001-421.0000.63060	-20.27
		356430/1	Staples for Range	001-421.0000.63060	22.48
VEN09093	Shireen Inc				
APMWB	Check	51552	MDC Retro Fit wireles amplifiers	001-421.0000.66044	9,130.85
VEN02035	Staples, Inc				
APMWB	Check	6005778399	Office Supplies-PD	001-421.0000.63060	37.59
VEN14902	The Bunker Tri-Cities LLC				
APMWB	Check	INV/2024/00623	New Hire Jumpsuits - Scott, Morris	001-421.4000.72000	528.80
		INV/2024/0024	New Hire Jumpsuits - Bran, Casey, Corral	001-421.4000.72000	1,014.04
T0030	T-Mobile USA				
APMWB	Check	986172479 062124	PD Mobile Devices	001-421.0000.65030	1,358.79
VEN14328	ZaccWorks				
APMWB	Check	2024-0624B	Monthly Website Maintenance - July 2024	001-421.0000.66043	125.00
		2024-0624A	Monthly Server Maintenance - July 2024	001-421.0000.66043	135.00
VEN03255	Ziply Fiber				
APMWB	Check	208-777-7569-0714	PD Wifi	001-421.0000.65030	77.72
		208-773-3518-0620	PD Phones	001-421.0000.65030	293.83
Dept 421 Total:					31,727.46
Dept: 423 Oasis					
V040	ODP Business Solutions				
APMWB	Check	369941515001	Office Supplies-PD	001-423.1153.68400	18.61
VEN02102	Stevens, Randi M.				
APMWB	Electronic Funds Transf	904	VSU Support Group - April	001-423.1153.68400	904.00
		905	VSU Support Group - May	001-423.1153.68400	1,067.00
		906	VSU Support Group - June	001-423.1153.68400	678.00
Dept 423 Total:					2,667.61
Dept: 424 Legal					
D09750	DeVries Info Management				
APMWB	Check	0181987	Shredding	001-424.0000.63060	55.00
V040	ODP Business Solutions				
APMWB	Check	372308952001	Office Supplies- Legal	001-424.0000.63040	79.78
VEN14845	Smith & Malek, PLLC				
APMWB	Check	50983	PF/CDA vs KC Treasury	001-424.0000.62040	243.75
		50984	GVD Partners LP Hwy 41 Borrow Pit	001-424.0000.62040	4,286.70

Dept 424 Total: 4,665.23

Packet: APPKT13240 - Check Run 7.17.24

Check Date: 7/9/2024

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Dept: 427 Animal Control					
K08222	Kootenai Animal Hospital				
APMWB	Check	887998367	Vet Services - Animal Shelter	001-427.0000.62040	410.63
		887998884	Vet Services - 24PF17300	001-427.0000.62040	87.05
K100	Kootenai County Solid Waste				
APMWB	Check	10-83573 051524	Animal Shelter - Garbage Service	001-427.0000.65004	12.00
Dept 427 Total:					509.68
Dept: 431 Streets					
A293	Allwest Testing & Engin., LLC				
APMWB	Check	236415	2024 Chip Seal testing	001-431.0000.68110	6,084.50
F070	Fire Safety Specialists				
APMWB	Check	26746	Street/Fleet Fire Extinguisher Inspections	001-431.0000.63110	524.95
G098	Grainger				
APMWB	Check	9163513899	Organizer for Hang Tags	001-431.0000.68130	3.10
I070	Idaho Asphalt Supply, Inc.				
APMWB	Check	4-574109	2024 Durapatcher Oil CSS-1	001-431.0000.68130	403.00
VEN01373	Intermountain Sign & Safety				
APMWB	Check	19008	Breakaway Telspar Posts	001-431.0000.63260	185.00
L071	Local Highway Technical Assistance Council- LHTAC				
APMWB	Electronic Funds Transf	T2060524BS-4	LHTAC training - Basic Survey	001-431.0000.64020	60.00
VEN14930	National Safety Inc				
APMWB	Check	0728140-IN	Uniform items - Steve McLing	001-431.4000.72000	52.50
P325	Poe Asphalt Paving, Inc.				
APMWB	Check	9277	Asphalt for Catherine Overlay	001-431.0000.68130	1,896.30
R251	Serights Ace Hardware				
APMWB	Check	356514/1	Propane	001-431.0000.68090	19.43
		356496/1		001-431.0000.68100	22.33
		356491/1	Marking paint	001-431.0000.68130	17.98
		356563/1	Propane	001-431.0000.68130	8.99
		356431/1		001-431.0000.68130	37.12
		356589/1	Oxy cleaner & Nylon brush	001-431.0000.68130	17.08
T106	Titan Truck Equipment				
APMWB	Check	1368095	S128 upfit	001-431.0000.90010	4,719.43
VEN14310	US Fleet Tracking LLC				
APMWB	Check	468808	Monthly Vehicle Tracking - 19 units	001-431.0000.66016	569.05
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354110-022	Spokane Street Rehab WC Invoice May 202	001-431.1811.95040	5,747.05
Dept 431 Total:					20,367.81
Dept: 432 Public Works Administration					
V040	ODP Business Solutions				
APMWB	Check	370954672001	Office Supplies-PW Admin	001-432.0000.63060	65.78
Dept 432 Total:					65.78
Dept: 433 Facility Maintenance					
VEN14834	Carrier Corporation				
APMWB	Electronic Funds Transf	90373523	CH boiler inspection	001-433.0000.68030	819.00
S0760	Seltice Laundry				
APMWB	Check	8/232	Laundry service	001-433.0000.63160	38.61
		8/234		001-433.0000.63160	34.65
		8/236		001-433.0000.63160	23.17
		8/231		001-433.0000.63160	22.46
Dept 433 Total:					937.89
Dept: 434 Fleet Maintenance					
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4196659413	Fleet laundry & rug service	001-434.0000.63160	258.89
C130	Coeur d'Alene Tractor				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB C3090	Check Columbia Electric Supply	CDA-1078493	Belts - P449	001-434.0000.63012	114.24
APMWB F070	Check Fire Safety Specialists	1120-1018171	Cable ties, PVC juncton box, tools	001-434.0000.67090	271.72
APMWB VEN01683	Check Goodyear Tire & Rubber Company	26746	Street/Fleet Fire Extinguisher Inspections	001-434.0000.63110	120.75
APMWB	Check	197-1154595	Tires for P130	001-434.0000.67190	961.57
		197-1154340	Tires - B107	001-434.0000.67190	803.64
		197-1154586	Tires for S127	001-434.0000.67190	1,069.42
N001	Napa Auto Parts				
APMWB	Check	3688-299498	Air Filter - P477	001-434.0000.63012	11.77
		3688-299562	Oil Filter - Stock	001-434.0000.63013	4.44
P180	Perfection Tire				
APMWB	Check	1075619	Suspension work - P115	001-434.0000.67170	402.94
		1075648	Sublet service - P123	001-434.0000.67170	317.12
R251	Serights Ace Hardware				
APMWB VEN13988	Check Tacoma Screw Products, Inc	356578/1	Connective Wire - 18-8 Red	001-434.0000.63011	2.51
APMWB	Check	240110337-00	Stock order - nuts bolts screws	001-434.0000.63011	46.05
		240110337-01	Lock Nuts	001-434.0000.63012	11.43
		240110337-00	Stock order - nuts bolts screws	001-434.0000.63012	46.05
T106	Titan Truck Equipment				
APMWB VEN13987	Check Western Peterbilt, LLC	1369263	Repair of P200 Dump Bed	001-434.0000.67170	3,154.82
APMWB	Check	027R9192	Transmission repair - S555	001-434.0000.67170	1,223.36
Dept 434 Total:					8,820.72
Dept: 442 Cemetery					
H002	H & E Equipment Services Inc				
APMWB	Check	99465802	Mini wxcavator for irrigation break	001-442.0000.67070	497.45
H003	H.D. Fowler Company				
APMWB VEN14763	Check Hidden Rivers, Inc	16730051	Irrigation	001-442.0000.68230	269.61
APMWB R251	Check Serights Ace Hardware	Pay APP 01	Cemetery Irrigation System Pay App 1	001-442.0000.62000	158,133.65
APMWB	Check	356533/1	paint	001-442.0000.68160	95.67
Dept 442 Total:					158,996.38
Dept: 443 Parks					
A228	A-L Compressed Gases, Inc.				
APMWB	Check	3036503	Acetylene for Welder	001-443.0000.64030	8.79
A365	American On-Site Services				
APMWB	Check	I32720	Warren Portable Restrooms	001-443.0000.65050	105.00
		I32635	Corbin Portable Restroom	001-443.0000.65050	183.00
		I32718	Woodbridge Portable Restrooms	001-443.0000.65050	183.00
		I32892	Tennis Cts Portable Restroom	001-443.0000.65050	105.00
		I32692	Q'emiln Portable Restrooms	001-443.0000.65050	210.00
		I32717	Upper Corbin Portable Restroom	001-443.0000.65050	105.00
		I32748	Community Garden Portable Restroom	001-443.0000.65050	105.00
		I32716	Hilde Kellogg Portable Restroom	001-443.0000.65050	105.00
		I32641	Skate Park Portable Restroom	001-443.0000.65050	105.00
		I32633	4th St. Trailhead Portable Restroom	001-443.0000.65050	105.00
		I32634	Black Bay Portable Restrooms	001-443.0000.65050	78.00
		I32719	Singing Hills Portable	001-443.0000.65050	105.00
		I32721	The Landings Portable	001-443.0000.65050	105.00
C280	Coeur d'Alene Power Tool				
APMWB C130	Check Coeur d'Alene Tractor	2-265120	18V Flashlight	001-443.0000.67090	65.00
APMWB C410	Check Country Lock & Key, Inc.	CDA-1079498	Return unused blades	001-443.0000.66190	-165.58
APMWB	Electronic Funds Transfr	13717	Barrel Keys for Parks	001-443.0000.67030	262.80

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
H001 APMWB	Electronic Funds Transf	13736	Keys for Irrigation and Stock	001-443.0000.67030	192.52
H003 APMWB	Electronic Funds Transf	AR331920	Parks Copier	001-443.0000.66061	75.68
I110 APMWB	Check	I6735191	Irrigation Parts	001-443.0000.68230	14.35
VEN05363 APMWB	Check	I6735163	Irrigation for Woodbridge Project	001-443.0000.94180	315.27
VEN14571 APMWB	Check	0033083	Fence bracket and fork latch	001-443.0000.63530	5.63
P310 APMWB	Check	047334/E	Hardware for Woodbridge Project	001-443.0000.94180	198.89
R1691 APMWB	Check	P900270SPO	Mirror for JD	001-443.0000.66190	294.63
R251 APMWB	Check	P900228SPO	Rearview Mirror for JD #2	001-443.0000.66190	294.64
VEN09319 APMWB	Check	5H90019	LED Bulbs	001-443.0000.67030	80.00
A565 APMWB	Check	56667	Paint for South Parks	001-443.0000.68160	14.39
		56610	Paint for Parks & Construction	001-443.0000.68160	75.95
		56609	Paint for Picnic Tables	001-443.0000.68160	151.90
		56703	Paint for Q'emiln Tables	001-443.1658.62330	256.47
U040 APMWB	Check	IN94176	Flashing for Woodbridge Project	001-443.0000.94180	22.25
W0226 APMWB	Check	S95857	Woodbridge Project Roofing	001-443.0000.94180	22.25
Z026 APMWB	Check	356526	Brooms	001-443.0000.63150	24.28
		356590/1	Adapter For Cleaning Truck	001-443.0000.67030	8.99
		356557/1	Screw Drivers & Wrench	001-443.0000.67090	36.87
		356778/1	Adapters for plumbing parts	001-443.0000.68250	8.96
		356769/1	Faucet set with connectors for South Parks	001-443.0000.68250	16.89
		356441/1	Sealant & caulk - Woodbridge Project	001-443.0000.94180	36.87
Z026 APMWB	Check	142843870-001	Fertilizer for all of the parks.	001-443.0000.68200	8,678.40
		143396733-001	Irrigation Solenoid for North Parks	001-443.0000.68230	257.95
		143134824-001	Irrigation parts for Spokane St.	001-443.0000.68230	63.66
		143532323-001	Irrigation Parts for Beck	001-443.0000.68230	41.96
		143267022-001	Irrigation parts for Woodbridge	001-443.0000.94180	115.56
Z026 APMWB	Check	22765	Install Lighting in Parks Shop	001-443.0000.62180	2,010.00
Z026 APMWB	Electronic Funds Transf	526898	Graffiti Wipes	001-443.0000.63150	120.91
Z026 APMWB	Check	716294	Nails, bolts for Woodbridge Project	001-443.0000.94180	80.20
Dept 443 Total:					15,286.33
Dept: 445 Recreation					
VEN01020 APMWB	Check	07/05/24	Contractual June payment	001-445.0000.62040	33.60
N2332 APMWB	Check	07/05/24	Contractual June Payment	001-445.0000.62040	471.10
VEN07749 APMWB	Check	07/05/24	Contractual June Payment	001-445.0000.62040	63.00
V040 APMWB	Check	373733625001	Office Supplies - Recreation	001-445.0000.63060	177.06
VEN01197 APMWB	Check	06.27.24	Contractual payment for Basketball Camp	001-445.0000.62040	3,580.22
R996 APMWB	Check	07.08.24	June Contractual Payment	001-445.0000.62040	280.00
S050 APMWB	Electronic Funds Transf	105780	Football Shorts	001-445.0000.63080	72.48
		106096	Basketball Camp Shirts	001-445.0000.63430	773.40
		105919	Football Shorts	001-445.0000.63430	18.12

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Electronic Funds Transf	INV0148304	Camp Shirts	001-445.0000.63430	1,530.18
		106138	Tennis Camp Shirts	001-445.0000.63430	207.78
R251	Serights Ace Hardware				
APMWB	Check	355712	Baseball Paint	001-445.0000.63080	29.67
		356189	hardware for camp	001-445.0000.67030	4.76
Dept 445 Total:					7,241.37
Dept: 450 Economic & Comm. Dev. Rev					
VEN06558	ARCHITERRA HOMES				
APMWB	Check	07.02.24	Building Permit Refund	001-450.1753.38507	214.20
Dept 450 Total:					214.20
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000023990-06112	(Public Notice Publication Text Amendment T001-451.0000.62000		60.36
		0000024700-06272	(Public Notice Publication MVBC ANNEX-23-6 001-451.0000.62000		267.62
		0000024352-06192	(Public Notice Publication Aspen Cottage SUI001-451.0000.62000		165.30
		0000024354-06192	(Public Notice Publication Spencer Townhom001-451.0000.62000		193.99
Dept 451 Total:					687.27
Dept: 453 Engineering					
VEN02035	Staples, Inc				
APMWB	Check	6005778400	Office Supplies-Engineering	001-453.0000.63060	49.85
Dept 453 Total:					49.85
Dept: 481 Capital Improvements/Contracts					
VEN14766	CivicPlus, LLC				
APMWB	Check	307235	Social Media Archiving	001-481.0000.62040	6,601.77
W181	Western States Fire Protection				
APMWB	Check	WSF617477	CH fire sprinkler annual inspection	001-481.0000.68390	450.00
		wsf617483	annual Fire Alarm inspection	001-481.0000.68390	730.00
Dept 481 Total:					7,781.77
Fund 001 Total:					263,442.60
Fund: 007 - DRUG SEIZURE PROGRAM					
Dept: 425 Drug Seizure Program					
A600	Awards Etc.				
APMWB	Electronic Funds Transf	35570	K9 Tournament Awards	007-425.0000.67020	228.00
K08222	Kootenai Animal Hospital				
APMWB	Check	887998006	K9 Vet Services - Loki	007-425.0000.62040	426.62
U0010	ULINE				
APMWB	Check	179724297	K9 Lockers	007-425.0000.67020	1,187.66
Dept 425 Total:					1,842.28
Fund 007 Total:					1,842.28
Fund: 023 - SPECIAL EVENTS					
Dept: 446 Special Events					
VEN14971	James R Baker Jr.				
APMWB	Check	05/13/24	Contractual Payment for RCMM band	023-446.1601.62040	1,500.00
VEN14970	Jeffery T. Van Blaricum				
APMWB	Check	07.02.24	Contractual Payment for RCMM band	023-446.1601.62040	800.00
VEN14793	Rusty Jackson				
APMWB	Check	07.05.24	Contractual Payment for RCMM Band	023-446.1601.62040	750.00
Dept 446 Total:					3,050.00
Fund 023 Total:					3,050.00
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES					
Dept: 428 Kootenai Fire/EMS Impact Fees					

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14739	Kootenai County Emergency Medical Services System				
APMWB	Electronic Funds Transf	June 2024	June 2024 Impact Fees	034-428.0000.33117	-620.00
				034-428.0000.62040	9,256.20
VEN06795	Kootenai County Fire & Rescue				
APMWB	Electronic Funds Transf	June 2024	June 2024 Impact Fees	034-428.0000.33117	-1,240.00
				034-428.0000.62040	81,505.66
Dept 428 Total:					88,901.86
Fund 034 Total:					88,901.86
Fund: 035 - PUBLIC SAFETY IMPACT FEES					
Dept: 420 Public Safety Impact Fees					
W090	Welch Comer & Associates, Inc.				
APMWB	Electronic Funds Transf	41354180-001	41354180-001 - Impact Fee Update	035-420.0000.80300	8,670.50
Dept 420 Total:					8,670.50
Fund 035 Total:					8,670.50
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0173753	TMP Update	037-431.0000.80290	26,000.00
		0174023	Spokane & Prairie	037-431.0000.95134	1,374.00
Dept 431 Total:					27,374.00
Fund 037 Total:					27,374.00
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	5923	Sports Complex Design	038-443.0000.94230	3,537.20
Dept 443 Total:					3,537.20
Fund 038 Total:					3,537.20
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	138995	WWTP Lab Testing	650-463.0000.68360	700.00
A424	Anatek Labs, Inc.				
APMWB	Check	2415093	Surface Water Testing 6/5/2024	650-463.0000.68360	615.00
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4195961191	WWTP Uniforms	650-463.4000.72000	176.05
C130	Coeur d'Alene Tractor				
APMWB	Check	CDA-36648	Kubota SXS	650-463.0000.90010	21,926.22
G098	Grainger				
APMWB	Check	9159348417	SHOCK-ABSORBING LANYARD	650-463.0000.63110	111.61
N023	North Idaho Title Insurance, I				
APMWB	Check	Rose of Sharon	1661 W Lundy Blvd Post Falls ID: Rose of S	650-463.3103.96000	166,105.94
VEN04172	Northwest Scientific, Inc.				
APMWB	Electronic Funds Transf	5180776	Glass Microfiber Filters	650-463.0000.63400	311.70
V040	ODP Business Solutions				
APMWB	Check	372119322001	Office Supplies-Water/WW	650-463.0000.63060	65.78
VEN14559	One Call Concepts, Inc				
APMWB	Check	4065025	Water & Wast Water Locates	650-463.0000.62320	360.94
R251	Serights Ace Hardware				
APMWB	Check	356409/1	WWTP Supplies	650-463.0000.68025	58.46
		356411/1		650-463.0000.68025	27.68
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	526497	Air Freshener	650-463.0000.63400	149.05

Dept 463 Total: 190,608.43

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Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 466 Wastewater - Collections							
VEN14736	Cintas Corporation No. 3						
APMWB	Check			4195961191	WWTP Uniforms	650-466.4000.72000	176.05
P180	Perfection Tire						
APMWB	Check			1075371	FULL SYNTHETIC OIL CHANGE T117	650-466.0000.67170	107.89
R251	Serights Ace Hardware						
APMWB	Check			356278/1	THRD ROD STL 5/8-11X36"	650-466.0000.63006	11.69
				356381/1	Greensferry Supplies	650-466.0000.63006	22.29
T106	Titan Truck Equipment						
APMWB	Check			1368096	T122 Upfit	650-466.0000.90010	5,032.87
Dept 466 Total:							5,350.79

Dept: 468 Wastewater - Surface Water							
R251	Serights Ace Hardware						
APMWB	Check			356180/1	Gatorline & Trimmer Line	650-468.0000.68380	62.98
				356358/1	' File, Chainsaw Scren & Pruner	650-468.0000.68380	40.47
Dept 468 Total:							103.45
Fund 650 Total:							196,062.67

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP

Dept: 463 Wastewater Operating							
A293	Allwest Testing & Engin., LLC						
APMWB	Check			236512	Tertiary Upgrade Allwest Invoice June 2024	651-463.3213.90015	976.50
P050	Panhandle Area Council						
APMWB	Check			50-PFLM	Tertiary Upgrade PAC Invoice June 2024	651-463.3213.90015	2,152.00
Dept 463 Total:							3,128.50
Fund 651 Total:							3,128.50

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR

Dept: 463 Wastewater Operating							
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf			0174020	12th Ave FM JUB Invoice May 2024	652-463.3228.95520	17,089.20
				0174025	12th Ave FM JUB Invoice May 2024 #2	652-463.3228.95520	490.00
W090	Welch Comer & Associates, Inc.						
APMWB	Electronic Funds Transf			41354160-004	Guy Rd LS Abandon & Main WC Invoice May 2024	652-463.3232.95520	550.00
				41354120-025	Corbin LS WC Invoice May 2024	652-463.3234.95520	15,246.80
Dept 463 Total:							33,376.00
Fund 652 Total:							33,376.00

Fund: 700 - SANITATION

Dept: 461 Sanitation							
K100	Kootenai County Solid Waste						
APMWB	Check			10-30289/10-04048	General Park Refuse	700-461.0000.65050	20.15
				10-30289/10-25447	Parks general refuse	700-461.0000.65050	24.70
				10-30289/10-20178	Big Can Refuse	700-461.0000.65050	34.45
				10-30289/10-25292	Yard Waste	700-461.0000.65050	19.50
Dept 461 Total:							98.80
Fund 700 Total:							98.80

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating							
VEN14124	Badger Meter, Inc.						
APMWB	Check			80163238	BEACON MBL HOSTING SERV UNIT	750-462.0000.66012	68.64
VEN14467	CDA Redi Mix & Precast, Inc						
APMWB	Check			80501	Round Top Soil	750-462.0000.63280	260.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
H215	Core & Main LP				
APMWB	Check	V051916	41 Bypass Hydrant Adapters	750-462.0000.63280	428.10
E001	East Greenacres Irrigation				
APMWB	Check	06.27.24	9 Water Shut offs 6.27.24	750-462.3317.33610	450.00
VEN14305	General Pacific, Inc				
APMWB	Electronic Funds Transfr	1495586	barrel lock key, sliding finger	750-462.0000.63280	357.50
		1496186	1" Meter M55, USG	750-462.0000.68235	5,360.00
		1495651		750-462.0000.68235	670.00
N001	Napa Auto Parts				
APMWB	Check	3688-299451	Battery & Core Deposit	750-462.0000.67170	209.00
		3688-299464	Core Deposit	750-462.0000.67170	-83.61
V040	ODP Business Solutions				
APMWB	Check	372119322001	Office Supplies-Water/WW	750-462.0000.63060	5.10
VEN14559	One Call Concepts, Inc				
APMWB	Check	4065025	Water & Wast Water Locates	750-462.0000.62320	360.95
R2175	Ross Point Water				
APMWB	Check	06.27.24	7 Water Shut Offs 6.27.24	750-462.3317.33610	350.00
R251	Serights Ace Hardware				
APMWB	Check	356573/1	Water Shop Supplies	750-462.0000.63280	94.40
		356637/1	EZ Sun & Shade	750-462.0000.63280	71.99
U145	USABlue Book				
APMWB	Check	INV00388325	Dechlorination Tablets, 160 PSI Gauge	750-462.0000.63280	866.74
		INV00391741	Padlock	750-462.0000.80090	101.85
Dept 462 Total:					9,570.66
Fund 750 Total:					9,570.66
Report Total:					639,055.07



Fund	Account	Amount
001 - GENERAL FUND		
	001-411.0000.62040	2,916.66
	001-414.0000.63050	186.00
	001-414.0000.63060	165.22
	001-415.0000.62000	155.37
	001-421.0000.62040	1,733.85
	001-421.0000.63060	2,001.22
	001-421.0000.63300	3,597.66
	001-421.0000.63500	5,184.00
	001-421.0000.65004	156.00
	001-421.0000.65021	394.93
	001-421.0000.65030	1,890.32
	001-421.0000.66042	231.60
	001-421.0000.66043	260.00
	001-421.0000.66044	9,130.85
	001-421.0000.67020	987.08
	001-421.0000.67100	961.22
	001-421.0000.67170	79.95
	001-421.0000.67190	1,394.08
	001-421.0000.68010	2,019.97
	001-421.4000.72000	1,704.73
	001-423.1153.68400	2,667.61
	001-424.0000.62040	4,530.45
	001-424.0000.63040	79.78
	001-424.0000.63060	55.00
	001-427.0000.62040	497.68
	001-427.0000.65004	12.00
	001-431.0000.63110	524.95
	001-431.0000.63260	185.00
	001-431.0000.64020	60.00
	001-431.0000.66016	569.05
	001-431.0000.68090	19.43
	001-431.0000.68100	22.33
	001-431.0000.68110	6,084.50
	001-431.0000.68130	2,383.57
	001-431.0000.90010	4,719.43
	001-431.1811.95040	5,747.05
	001-431.4000.72000	52.50
	001-432.0000.63060	65.78
	001-433.0000.63160	118.89
	001-433.0000.68030	819.00
	001-434.0000.63011	48.56
	001-434.0000.63012	183.49
	001-434.0000.63013	4.44
	001-434.0000.63110	120.75
	001-434.0000.63160	258.89
	001-434.0000.67090	271.72
	001-434.0000.67170	5,098.24
	001-434.0000.67190	2,834.63
	001-442.0000.62000	158,133.65
	001-442.0000.67070	497.45
	001-442.0000.68160	95.67
	001-442.0000.68230	269.61
	001-443.0000.62180	2,010.00
	001-443.0000.63150	145.19
	001-443.0000.63530	5.63
	001-443.0000.64030	8.79

001-443.0000.65050	1,599.00
001-443.0000.66061	75.68
001-443.0000.66190	423.69
001-443.0000.67030	544.31
001-443.0000.67090	101.87
001-443.0000.68160	242.24
001-443.0000.68200	8,678.40
001-443.0000.68230	377.92
001-443.0000.68250	25.85
001-443.0000.94180	791.29
001-443.1658.62330	256.47
001-445.0000.62040	4,427.92
001-445.0000.63060	177.06
001-445.0000.63080	102.15
001-445.0000.63430	2,529.48
001-445.0000.67030	4.76
001-450.1753.38507	214.20
001-451.0000.62000	687.27
001-453.0000.63060	49.85
001-481.0000.62040	6,601.77
001-481.0000.68390	1,180.00
Fund 001 Total:	263,442.60
007 - DRUG SEIZURE PROGRAM	
007-425.0000.62040	426.62
007-425.0000.67020	1,415.66
Fund 007 Total:	1,842.28
023 - SPECIAL EVENTS	
023-446.1601.62040	3,050.00
Fund 023 Total:	3,050.00
034 - KOOTENAI FIRE/EMS IMPACT FEES	
034-428.0000.33117	-1,860.00
034-428.0000.62040	90,761.86
Fund 034 Total:	88,901.86
035 - PUBLIC SAFETY IMPACT FEES	
035-420.0000.80300	8,670.50
Fund 035 Total:	8,670.50
037 - STREETS IMPACT FEES	
037-431.0000.80290	26,000.00
037-431.0000.95134	1,374.00
Fund 037 Total:	27,374.00
038 - PARKS IMPACT FEES	
038-443.0000.94230	3,537.20
Fund 038 Total:	3,537.20
650 - RECLAIMED WATER OPERATING	
650-463.0000.62320	360.94
650-463.0000.63060	65.78
650-463.0000.63110	111.61
650-463.0000.63400	460.75
650-463.0000.68025	86.14
650-463.0000.68360	1,315.00
650-463.0000.90010	21,926.22
650-463.3103.96000	166,105.94
650-463.4000.72000	176.05
650-466.0000.63006	33.98
650-466.0000.67170	107.89
650-466.0000.90010	5,032.87
650-466.4000.72000	176.05
650-468.0000.68380	103.45
Fund 650 Total:	196,062.67
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3213.90015	3,128.50
Fund 651 Total:	3,128.50
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3228.95520	17,579.20
652-463.3232.95520	550.00
652-463.3234.95520	15,246.80

		Fund 652 Total:	33,376.00
700 - SANITATION			
	700-461.0000.65050		98.80
		Fund 700 Total:	98.80
750 - WATER OPERATING			
	750-462.0000.62320		360.95
	750-462.0000.63060		5.10
	750-462.0000.63280		2,078.73
	750-462.0000.66012		68.64
	750-462.0000.67170		125.39
	750-462.0000.68235		6,030.00
	750-462.0000.80090		101.85
	750-462.3317.33610		800.00
		Fund 750 Total:	9,570.66
		Report Total:	639,055.07

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK I

6/28/2024	\$114.99	97039 Charter Communications	Pay Before Due Date
6/28/2024	\$48,236.60	97040 Robideaux Motors Co Inc	Truck ready for pick up
6/28/2024	\$48,236.60	97041 Robideaux Motors Co Inc	Truck ready for pick up
6/28/2024	\$71.88	97042 Zply Fiber	pay before Due Date
6/28/2024	\$122.00	97043 Zply Fiber	Pay before Due Date
6/28/2024	\$122.00	97044 Zply Fiber	Pay Before Due Date
6/28/2024	\$122.00	97045 Zply Fiber	Pay Before Due Date
6/28/2024	\$122.00	97046 Zply Fiber	Pay Before Due Date
6/28/2024	\$300.00	97047 Zply Fiber	Pay Before Due Date
6/28/2024	\$122.00	97048 Zply Fiber	Pay Before Due Date
6/28/2024	\$1,147.53	97049 Zply Fiber	Pay Before Due Date
6/28/2024	\$122.00	97050 Zply Fiber	Pay Before Due Date
6/28/2024	\$122.00	97051 Zply Fiber	Pay Before Due Date
6/28/2024	\$1,326.88	97052 Zply Fiber	Pay Before Due Date
6/28/2024	\$675.00	97053 Zply Fiber	Pay before Due Date
6/28/2024	\$122.00	97054 Zply Fiber	Pay before Due Date
6/28/2024	\$50.04	97055 Zply Fiber	Pay Before Due Date
6/28/2024	\$122.00	97056 Zply Fiber	Pay Before Due Date
6/28/2024	\$616.00	97057 Zply Fiber	Pay before Due Date
6/28/2024	\$79.79	97058 AT&T Long Distance	Pay Before Due Date
6/28/2024	\$16.25	97059 Avista	Pay before Due Date
6/28/2024	\$139.98	97060 Charter Communications	Pay before Due Date
6/28/2024	\$33.71	97061 Kootenai Electric	Pay Before Due Date
6/28/2024	\$1,328.52	97062 Otis Elevator Company	pay Before Due Date
6/28/2024	\$501.32	97063 Ricoh USA Inc.	Pay Before Due Date
6/28/2024	\$49.99	97064 TDS	Pay Before Due Date
6/28/2024	\$644.45	97065 Verizon Wireless	Pay Before Due Date
6/28/2024	\$89.25	97066 Zply Fiber	Pay Before Due Date
6/28/2024	\$71.67	97067 Zply Fiber	Pay Before Due Date
6/28/2024	\$89.25	97068 Zply Fiber	Pay Before Due Date
	\$104,917.70		

RUN 07.017.24

001-421.0000.65030
001-443.0000.90010
650-467.0000.90010
008-426.0000.65031
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001-431.0000.65030
650-466.0000.65010
001-412.0000.65040
001-443.0000.65021
Various
Various
001-443.0000.65030
Various
650-463.0000.65030
650-463.0000.65030
001-445.0000.65030

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 7/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Landmark Place Grant of Right-of-Way and Easement for McGuire Rd. File No
ANNX-0003-2019

ITEM AND RECOMMENDED ACTION:

Review and approve the necessary McGuire Rd. Grant of Right-of-Way and Easement document to support the Landmark Place Annexation File No: ANNX-0003-2019.

DISCUSSION:

In 2019, the applicant is sought annexation of approximately 11 acres located north of Centennial Trail, south of I-90 and east of McGuire Road (major collector). The land is currently vacant without any significant topology or vegetation. The applicant sought Single-Family (R-1) zoning in an area with single family zoning to the north and northwest, industrial zoning to the northeast and RMPH (mobile home park) to the southeast. The Future Land Use Map designation for the area is Residential at the time of application. Water and sewer service is to be provided by the City of Post Falls. The City Council approved this request on August 9th, 2019 and the Reasoned Decision on October 1st, 2019.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The City Council approved the Annexation Ordinance on 6/18/2024.

APPROVED OR DIRECTION GIVEN:

Grant of right-of-way and easement documents are required in support of annexation requests.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Grant of ROW Signed McGuire RD
2. Grant of Easement Signed McGuire Rd

GRANT OF RIGHT-OF-WAY

Landmark Place Annexation

McGuire Road

File No. ANNX-0003-2019

KNOWN ALL MEN BY THESE PRESENTS, that *Rose of Sharon Enterprises, Inc., an Idaho Corporation*; the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by the City of Post Falls, Kootenai County, State of Idaho, the receipt of which is hereby acknowledged, does hereby grant, quitclaim and convey unto the said City of Post Falls, 408 N. Spokane St., Post Falls, ID 83854, a municipal corporation, Kootenai County, State of Idaho, the Grantee, a right-of-way for the construction, improvement, operation and maintenance of public roadway, allowing also placement and maintenance of pipelines for water and sewer, and such other surface and underground utility lines as may be necessary, upon and across the following described property, Exhibit A.

TO HAVE AND TO HOLD SUCH RIGHT-OF-WAY FOR PUBLIC PURPOSES, THE Grantor does hereby dedicate all interest in said strip of land to public use for such purposes.

In witness whereof, the Grantor has caused this instrument to be executed this _____ day of _____, 2024.

CITY OF POST FALLS

By

Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

OWNERS(S):

Robert Helstrom, President

By

Robert Helstrom

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

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

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

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

STATE OF WA)
 :ss
County of Thurston)

On this 26 day of June, 2024, before me, a Notary for the State of WA, personally appeared **Robert Helstrom, President;** known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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





Notary Public for the State of WA
Residing at: Olympia, WA
Commission Expires: 4-05-26

Exhibit 'A'

R.O.W. DEDICATION

Parcel 50N05W-04-3975

Legal Description

All that certain real property located in the Northwest Quarter, Section 4, T50N, R5W, B.M., Kootenai County, Idaho, more particularly described as follows:

A strip of land 17.50 feet wide, the easterly line of said strip described as follows;

Commencing at the West Quarter corner of said Section 4;

Thence, along the West line of said Section and the centerline of McGuire Road, N 0°56'59" E, 348.02 feet;

Thence, leaving said centerline, S 89°03'01" E, 25.00 feet to the intersection of the easterly Right-Of-Way of McGuire Road and southerly line of Parcel #50N05W-04-3975;

Thence, along said southerly line, N 81°23'27" E, 17.74 feet to the **Point of Beginning**;

Thence, leaving said southerly line, N 0°56'59" E, 191.72 feet to the northerly line of said Parcel and the **Point of Terminus**.

The westerly line of said strip to be lengthened or shortened to terminate at the northerly and southerly lines of said Parcel 50N05W-04-3975.

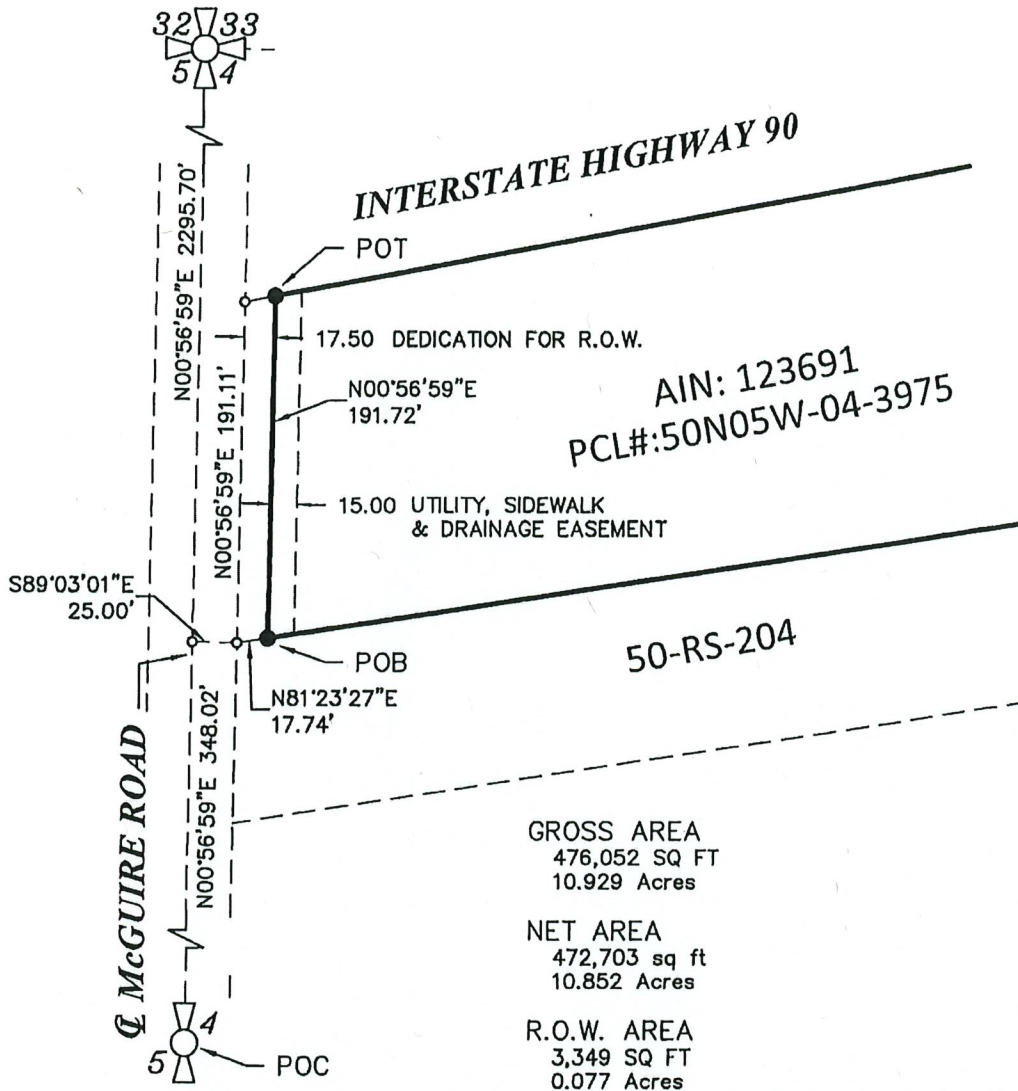
As shown on Exhibit B2 and made a part hereof.

Containing 3,349 square feet, more or less.

EXHIBIT B2

R.O.W DEDICATION & EASEMENT

PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH,
RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



SCALE: 1"=100'

Z:\2019\19029_LANDMARK_PLACE\DWG\SURVEY\CALC\19-029 ROW EXHIBIT.DWG

ISSUE DATE:	DRAWN BY: BLO
PROJ. # 19-029	SCALE: 1" = 100'
DWG FILE: 19-029 ROW Exhibit	PLT DATE:

SHEET TITLE:
EXHIBIT B2
LANDMARK PLACE
ANNEXATION



Advanced Consulting and Engineering Solutions
609 N. Calgary Court, Suite 7, Post Falls, Idaho 83854
PHONE:(208)773-8370--www.acesolutions.pro--FAX:(208)777-2128

GRANT OF EASEMENT
Landmark Place Annexation
McGuire Road
File No. ANNX-0003-2019

KNOW ALL MEN BY THESE PRESENTS that, *Rose of Sharon Enterprises, Inc, an Idaho Corporation*; herein after termed "Grantor", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, does hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 Spokane Street, Post Falls, Idaho 83854, an easement for the construction, improvement, operation and maintenance of a public sidewalk, storm water drainage and utilities over, under, upon and across the following described property, Exhibit A:

TO HAVE AND TO HOLD said easement for public sidewalk, storm water drainage and utilities purposes so long as the same shall be used, operated and maintained as such. The Grantor herein expressly limits the grant and quitclaim of this easement to its respective interest, and that of its successors, in that parcel of land over, under, upon and across which said easement lies.

In witness whereof, the Grantor has caused this instrument to be executed this _____ day of _____, 2024.

CITY OF POST FALLS

By _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

OWNERS(S):

Robert Helstrom, President

By *Robert Helstrom*

ACKNOWLEDGEMENTS

STATE OF IDAHO)
 : ss
County of Kootenai)

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

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

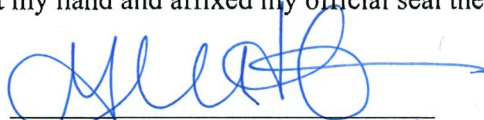
Notary Public for the State of Idaho
Residing at: _____
Commission Expires: _____

STATE OF WA)
 :ss
County of Thurston)

On this 26 day of June, 2024, before me, a Notary for the State of WA, personally appeared **Robert Helstrom, President**, known, or identified to me to be the person(s) whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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





Notary Public for the State of WA
Residing at: Olympia, WA
Commission Expires: 4-05-26

Exhibit 'A'

UTILITY EASEMENT

Parcel 50N05W-04-3975

Legal Description

All that certain real property located in the Northwest Quarter, Section 4, T50N, R5W, B.M., Kootenai County, Idaho, more particularly described as follows:

A strip of land 15.00 feet wide, the westerly line of said strip described as follows;

Commencing at the West Quarter corner of said Section 4;

Thence, along the West line of said Section and the centerline of McGuire Road, N 0°56'59" E, 348.02 feet;

Thence, leaving said centerline, S 89°03'01" E, 25.00 feet to the intersection of the easterly Right-Of-Way of McGuire Road and southerly line of Parcel #50N05W-04-3975;

Thence, along said southerly line, N 81°23'27" E, 17.74 feet to the **Point of Beginning**;

Thence, leaving said southerly line, N 0°56'59" E, 191.72 feet to the northerly line of said Parcel and the **Point of Terminus**.

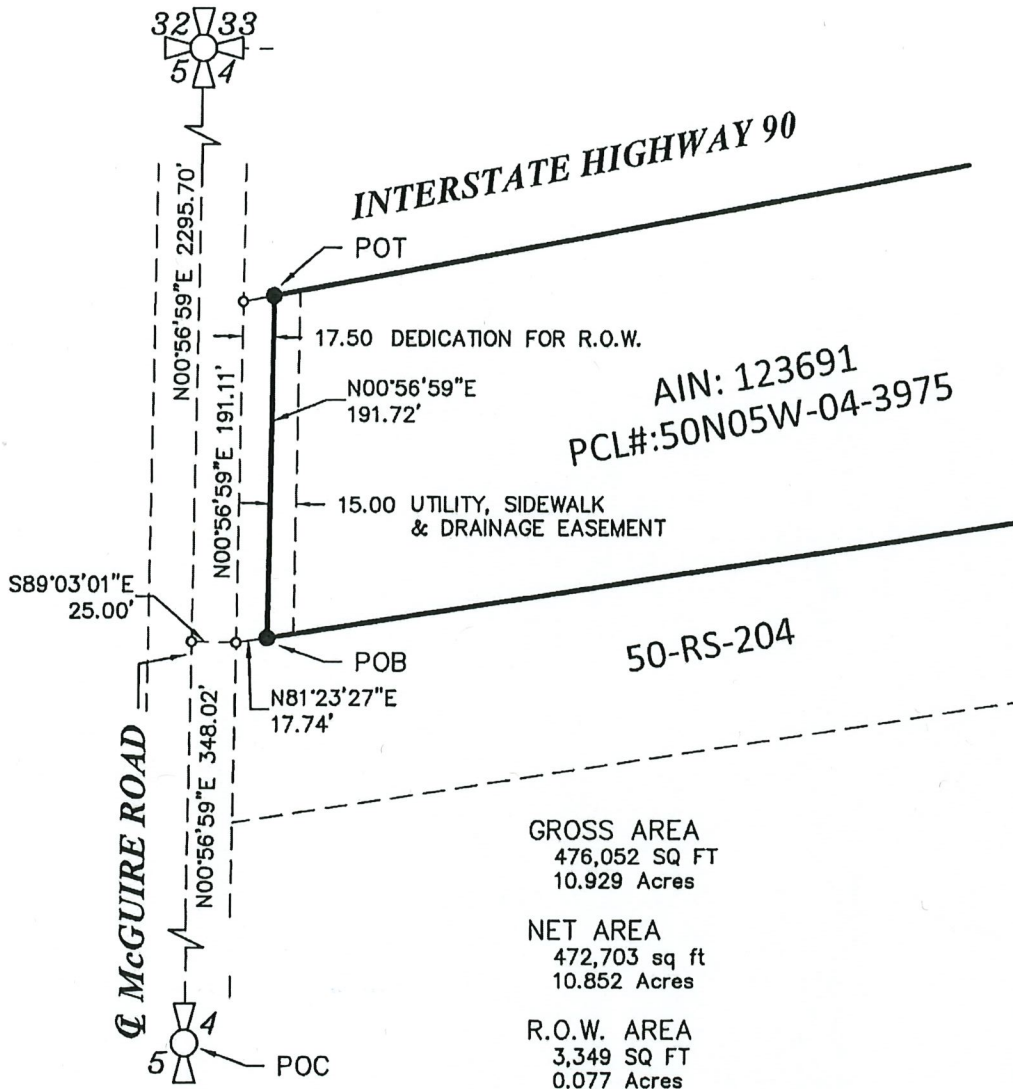
The easterly line of said strip to be lengthened or shortened to terminate at the northerly and southerly lines of said Parcel 50N05W-04-3975.

As shown on Exhibit B2 and made a part hereof.

Containing 2,880 square feet, more or less.

EXHIBIT B2 R.O.W DEDICATION & EASEMENT

PORTION OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 50 NORTH,
RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO



SCALE: 1"=100'

Z:\2019\19029_LANDMARK PLACE\DWG\SURVEY\CALC\19-029 ROW EXHIBIT.DWG

ISSUE DATE:	DRAWN BY: BLO
PROJ. # 19-029	SCALE: 1" = 100'
DWG FILE: 19-029 ROW Exhibit PLT DATE:	

SHEET TITLE:
EXHIBIT B2
LANDMARK PLACE
ANNEXATION



Advanced Consulting and Engineering Solutions
609 N. Calgary Court, Suite 7, Post Falls, Idaho 83854
PHONE: (208) 773-8370 -- www.acesolutions.pro -- FAX: (208) 777-2128

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 7/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Palus, Deputy City Engineer
SUBJECT: Millsap Landing Subdivision Plat Application

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature of the final plat for the Millsap Landing Subdivision.

DISCUSSION:

The Developer has provided surety for the remaining improvements.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

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

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

None

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 7/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Palus, Deputy City Engineer
SUBJECT: Tedder Business Condominiums Plat Application

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Mayor's signature of the final plat for the Tedder Business Condominiums.

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
PUBLIC HEARINGS
MEETING DATE: 7/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: Mountain View Bible Church (MVBC) File No. ANNEX-23-6

ITEM AND RECOMMENDED ACTION:

Review and decide to annex the proposed lots, making up approximately 3.6-acres, into the City of Post Falls with a zoning request of Limited Commercial (LC). Rights-of-way to be included with the annexation along N. Chase Rd. and W. Prairie Ave.

DISCUSSION:

Stonehenge, has requested on the property owner's behalf, approval to annex approximately 3.6-acres and associated right-of-way into the City of Post Falls with a zoning request for Limited Commercial (LC). The entirety of the site is generally located at the SE corner of N. Chase Rd. and W. Prairie Ave. 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 Limited Commercial (LC) within the Central Prairie Focus Area, which could be relevant with the requested zoning and surrounding uses. Staff commented on the rights-of-way along W. Prairie Ave. and N. Chase Rd. that are to be included with the annexation, which will help construction of the southeast corner of the intersection. 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 approval of the requested zoning to City Council at the May 14th, 2024, public hearing for Limited Commercial (LC) within the subject property of approximately 3.6-acres.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. MVBC Annexation Supporting Documents
2. Exhibit S-4: PZ Staff Report
3. Exhibit S-5: Signed 5-14-2024 Minutes
4. Exhibit S-6: Signed Zoning Recommendation
5. Exhibit S-7: MVBC Development & Annexation Agreement
6. Exhibit PA-8: PFPD Comments

SUPPORTING DOCUMENTS:

STAFF EXHIBITS:

Exhibit S-4: Planning and Zoning Commission Staff Report

Exhibit A-1 – Application

Exhibit A-2 – Narrative

Exhibit A-3 – Vicinity Map

Exhibit A-4 – Authorization Letter

Exhibit S-1 – Vicinity Map

Exhibit S-2 – Zoning Map

Exhibit S-3 – Future Land Use Map

Exhibit PA-1 – PFSD comments

Exhibit PA-2 – KCFR comments

Exhibit PA-3 – YPL comments

Exhibit PA-4 – PFPD comments

Exhibit PA-5 – DEQ comments

Exhibit PA-6 – PFHD comments

Exhibit PA-7 – PHD comments

Exhibit PC-1 – Liesenfeld comments

Exhibit S-5: Minutes 5-14-2024

Exhibit S-6: Signed Zoning Recommendation

Exhibit S-7: MVBC Development & Annexation Agreement

Exhibit PA-8: KCFR comments

**CITY OF POST FALLS
STAFF REPORT**

DATE: MAY 8, 2024

TO: POST FALLS PLANNING AND ZONING COMMISSION

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

SUBJECT: FINAL STAFF REPORT FOR THE MAY 14, 2024, P&Z COMMISSION MEETING
MVBC ANNEXATION ANNX-23-6

INTRODUCTION:

Stonehenge is requesting, on behalf of Mountain View Bible Church Inc, the property owners, approval to annex approximately 3.6-acres among two parcels, including rights-of-way, into the City of Post Falls with a zoning request of Limited Commercial (LC) (Exhibit A-2: Narrative). The Planning & Zoning Commission must conduct a public hearing and review the proposed zoning as part of the annexation proposal per the Zone Change approval criteria contained in Post Falls Municipal Code Section 18.20.100. Following the public hearing, **the Planning Commission will forward its recommendation on zoning to City Council** for review and final action pertaining to the annexation. The approval criteria for establishing zoning are:

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: MVBC Annexation File No. ANNX-23-6

Owner(s): Mountain View Bible Church Inc., 3974 N Chase Rd, Post Falls, ID 83854

Applicant: Stonehenge, 1859 N Lakewood Drive Suite 102, Coeur d'Alene, ID 83814

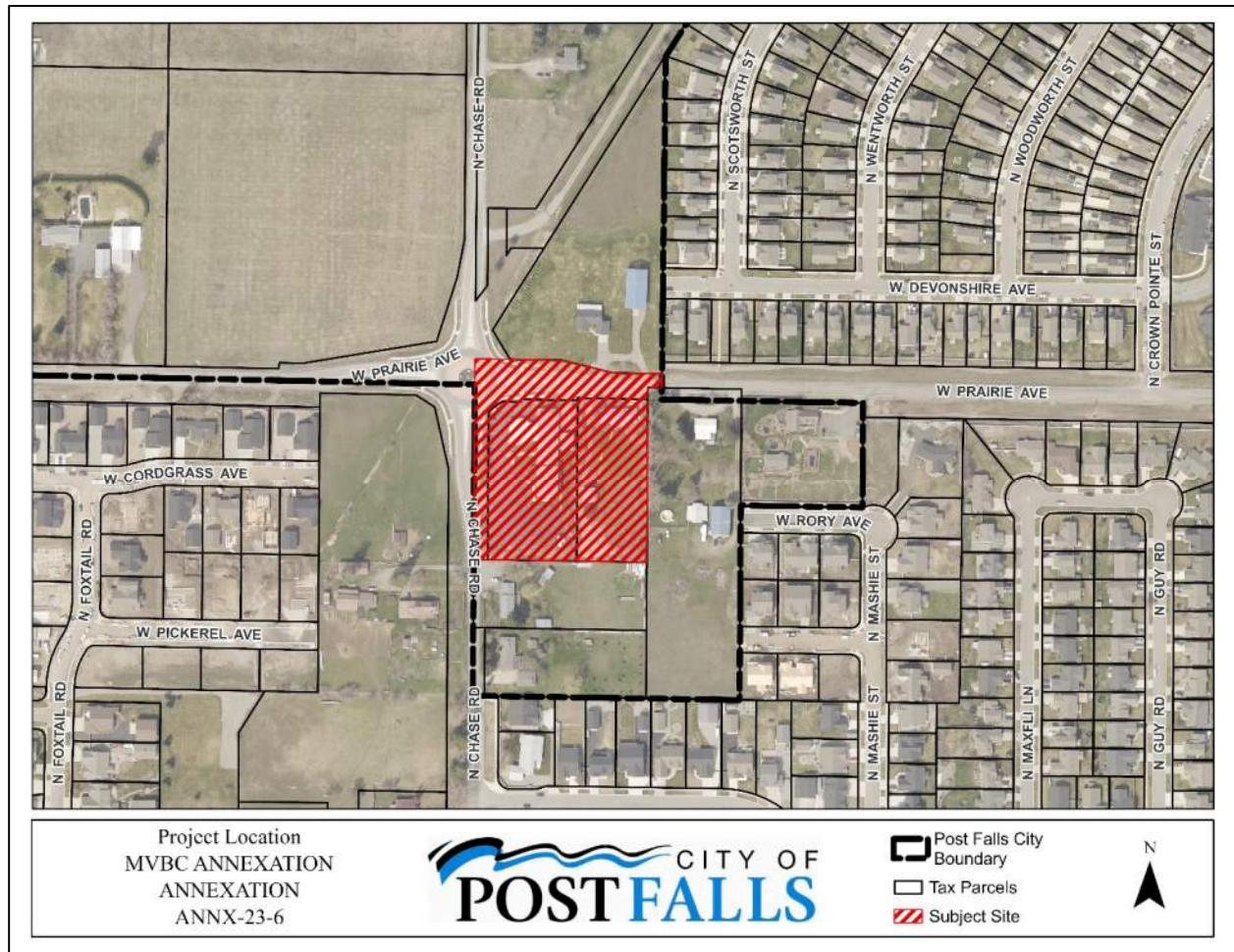
Project Description: Annex approximately 3.6-acres among two parcels, including rights-of-way, into the City of Post Falls with a zoning request of Limited Commercial (LC).

Project Location: The property is located on the southeast corner of N. Chase Rd. and W. Prairie Ave.

AREA CONTEXT (proposed site hatched red below):

Surrounding Land Uses: Located to the north of the subject site is W. Prairie Avenue rights-of-way and west is N. Chase Rd. rights-of-way. To the south and the east there are large lot residential homes in Kootenai County.

Area Context Vicinity Map:



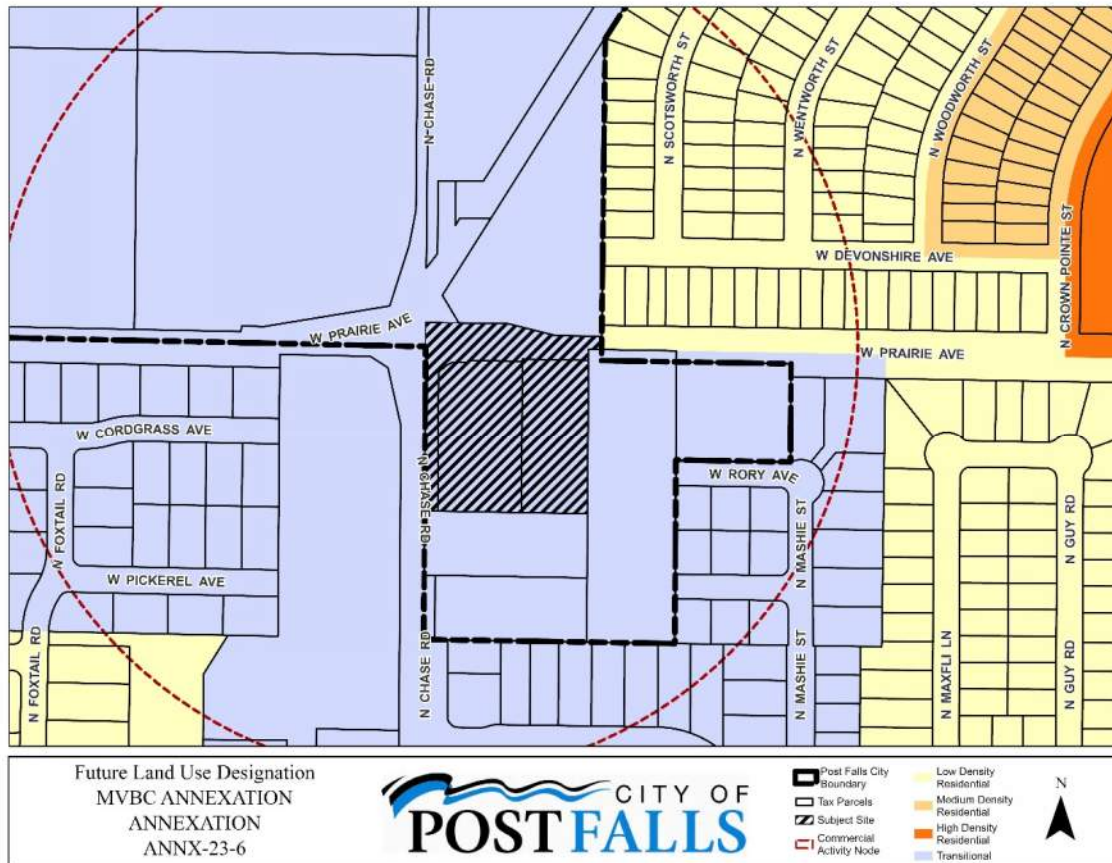
EVALUATION OF ZONING APPROVAL CRITERIA:

The following section provides the staff analysis pertaining to the Annexation Application and the establishment of zoning. The zone change review criteria set forth within the Post Falls Municipal Code sections 18.20.100 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 Future Land Use Map classifies this property with the land use designation of **Transitional**. This designation is assigned to lands suitable for growth. The timing for growth is undetermined, but guidance can be located within the associated Focused Area.



The subject site is located within the **Central Prairie Focus Area**. To date, development trends in the Central Prairie area have been focused on addressing single-family housing needs. But with land values increasing, new projects are more likely to integrate higher density housing with community amenities to broaden their appeal to buyers. Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities. Prairie Avenue's role as a major east/west connecting corridor may spur interest in commercial use development.

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

- Focus multi-family along Prairie Avenue;
- Focus commercial development along Prairie Avenue and near identified commercial nodes;
- Support provisions for a variety of housing types and densities;
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

Staff Comment: The proposed Limited Commercial (LC) zone request is consistent with the Future Land Use Map and does align with above within the Central Prairie Focus Area for commercial zoning. The Church use is allowed outright within the LC zoning district 18.20.030.

- 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.

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

Cities exercise considerable influence over land use, in turn influencing the type and character of development, patterns of growth, and the short and long-term financial impact of growth on the local economy. Consequently, the Comprehensive Plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives. The subject site being within a commercial node retains the future use of commercial and its permitted uses through the proposed LC zoning district.

Goal 12: Maintain the City of Post Falls' long-term fiscal health.

Services that cities provide cannot be sustained without fiscal balance and accountability. This goal serves to anchor the City of Post Falls' obligation to sustain its fiscal health – achieved through the gathering of income in responsible, equitable ways, and through decisions, investments and actions that provide rate-payers with efficient, effective services now and in the future.

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

Policy 1: Support land use patterns that:

- Maintain or enhance community levels of service;

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

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

Staff Comment: Additional uses may help further long-term fiscal health of the City by being incorporated into the City and proving revenue from taxes to help facilitate needs for the current and future residents within the City.

- Maintain and enhance resident quality of life;

Staff Comment: Future businesses and amenities that are accessible within Post Falls may help enhance the quality of life for those within the City.

- Promote compatible, well-designed development;

Staff Comment: Development will be required to meet City design standards during development and/or subdivision.

- 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 agreements and city processes through the public hearing process and land use action proposals.

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

- Future land use mapping;

Staff Comment: This is addressed by the first review criteria 1.

- Compatibility with surrounding land uses;

Staff Comment: The proposed development pattern to expand the church site would not be incompatible with the surrounding uses along N. Chase Rd. or W. Prairie Ave., as they are single-family residential. Religious institutions in residential zoning is allowed to be permitted through special use permit per the City's Land Use Table (PFMC 18.20.030).

- Infrastructure and service plans;

Staff Comment: Sanitary Sewer is not currently available to the site. The site is scheduled to be serviced by the future Fisher Lift Station replacement and Fisher Gravity Main Extension, both City projects under current review for prioritization of construction timing in the new few years. The Fisher Gravity Main Extension project may require temporary and/or permanent easements over portions of the subject property. 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 will have the capacity to provide service and the City would be willing to serve the property at the requested density upon completion of needed system improvements associated with the Fisher Lift Station and Fisher Gravity Main Extension. 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.

Connection to the City's Sewer System would be required upon completion of the identified Fisher Lift Station improvements and before any development of the site which would necessitate Site Plan Review. At the time of connection, the property owners would be responsible for all costs of extending sanitary sewer from the public rights-of-way to the building, including capitalization fees, and abandonment of the existing septic system(s) in conformance with Panhandle Health requirements.

Water service for the site is provided by the East Green Acres Irrigation District.

- Existing and future traffic patterns;

Staff Comment: The property is adjacent to Prairie Avenue, a classified Principal Arterial roadway and Chase Road, a classified Minor Arterial Roadway. The City anticipates a future expansion of the Prairie/Chase Roundabout into a multi-lane

facility. A concept layout of the multi-lane Roundabout is reflected on the applicants' submittals and conforms with the concept layout that was prepared for the City with the City's recent design and construction of the Prairie/Spokane Roundabout. Dedications or rights-of-way and easements would be required at the time of annexation and in conformance to adopted City Design Standards:

Prairie Avenue – Principal Arterial (Critical Arterial Corridor): Rights-of-way will be required at time of annexation and include a 15-foot sidewalk, drainage, and utility easement. Limits of the dedicated rights-of-way and easement shall be in conformance with the limits shown in the Mountain View Bible Church Site Concept (Exhibit A-2). Access to Prairie Avenue will be restricted to right-in / right-out only.

Chase Road – Minor Arterial: Rights-of-way will be required at time of annexation and include a 15-foot sidewalk, drainage, and utility easement. Limits of the dedicated rights-of-way and easement shall be in conformance with the limits shown in the Mountain View Bible Church Site Concept (Exhibit A-2).

Site access to/from Prairie Avenue is limited due to Prairie Avenue being identified as Critical Arterial Corridors by the KMPO and the property's proximity to the Prairie/Chase Roundabout.

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 property owner is looking to redevelop the site for the church's needs. Approval to be incorporated into the City of Post Falls may help incentivize development along W. Prairie Ave. and/or south along N. Chase Rd. to help with the City's tax base.

Policy 14: Follow all annexation procedures established by Idaho State Statutes and applicable City ordinances.

Staff Comment: Idaho State Statutes and City ordinances associated with annexations have been followed.

Policy 24: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

Staff Comment: Additional rights-of-way along W. Prairie Ave. and N. Chase Rd. including a 15-foot Sidewalk, Drainage and Utility easement is required to be dedicated along the adjoining roadways as part of the annexation agreement (as shown on Exhibit A-2). Annexation shall include all rights-of-way adjoining the site and currently within the County (As shown on Exhibit A-3 Vicinity Map). Future improvements at the time of site development will need to include consideration of

the KMPO Critical Arterials Corridor Policy that affects access.

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

Staff Comment: Upon development through subdivision or site plan review frontage improvements will need to be completed. This allows for continuity of pedestrian pathways and better connection within the roundabout at the intersection of N. Chase Rd. and W. Prairie Ave.

Policy 33: Annexation should help implement Post Falls' transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian ways.

Staff Comment: Adjacent roadways will be examined for improvement upon site plan review or land action that would require frontage improvements. Missing pedestrian facilities along Prairie Avenue and Chase Road, would be required at the time of site development.

Policy 45: Guide annexation decisions guided by and considering:

- Master plans for water, sewer, transportation, parks, schools and emergency services;

Staff Comment: Sanitary Sewer is not currently available to the site. The site is scheduled to be serviced by the future Fisher Lift Station replacement and Fisher Gravity Main Extension, both City projects under current review for prioritization of construction timing in the next few years. The Fisher Gravity Main Extension project may require temporary and/or permanent easements over the subject property. 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 will have the capacity to provide service and the City would be willing to serve the property at the requested density upon completion of needed system improvements associated with the Fisher Lift Station and Fisher Gravity Main Extension. 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.

Connection to the City's Sewer System would be required upon completion of the identified Fisher Lift Station improvements and before any development of the site which would necessitate Site Plan Review. At the time of connection, the property owners would be responsible for all costs of extending sanitary sewer from the public rights-of-way to the building, including capitalization fees, and abandonment of the existing septic system(s) in conformance with Panhandle Health requirements.

- Provision of necessary rights-of-way and easements;

Staff Comment: Dedication of additional rights-of-way and associated easements have been described previously with Policy 2.

- Studies that evaluate environmental and public service factors;

Staff Comment: No known environmental studies have been conducted however Panhandle Health District and the Department of Environmental Quality have been notified of this request and have been given the chance to comment on the request.

- Timing that supports orderly development and/or coordinated extension of public services;

Staff Comment: Site expansion would require the completion of City Planned improvements to the Fisher Lift Station and the Fisher Gravity Main Extension to Prairie Avenue.

- Comprehensive plan goals and policies.

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

Policy 72: Support and participate in efforts to protect the high quality of water from the Rathdrum Prairie Aquifer, which provides the existing and future municipal water supply.

Staff Comment: All development associated with this proposal will be connected to municipal wastewater systems and will not utilize a septic system. Stormwater management will be reviewed through subdivision and site plan review process.

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

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 (DEQ)	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:

PA-1 Post Falls School District – Remains neutral

PA-2 Kootenai County Fire & Rescue – Comment during permitting process

PA-3 Yellowstone Pipeline – No comments

PA-4 Post Falls Police Department – Remains neutral

PA-5 Department of Environmental Quality – No comments

PA-6 Post Falls Highway District – No comments

PA-7 Panhandle Health District – No comments (City requires connection upon development)

PUBLIC PROCESS: Notice of the proposed annexation was sent to appropriate jurisdictions on April 23, 2024, and notice was mailed to property owners within 300 feet of the proposed project on April 19, 2024. Notice has been published in the Coeur d'Alene Press on April 23, 2024. The property posting was posted May 3, 2024, on the subject site.

ITEMS TO BE CONSIDERED FOR INCLUSION IN AN ANNEXATION AGREEMENT:

1. Prior to commencement of development of the property, the Owners shall grant to the City or to a municipal water purveyor designated by the City all water rights associated with the land being annexed, but may continue the use of the water for agricultural purposes from the well located on site, if any, until such time that the annexed area is fully developed, at which time Owners shall discontinue the use of any well serving the property and the use of the water for agricultural purposes.
2. Dedication of Rights-of-way and easements along W. Prairie Avenue
 - a. As shown on Exhibit A-2
 - b. A 15-foot sidewalk, drainage, and utility easement is required.
3. Dedication of Rights-of-way and easements along N. Chase Road
 - a. As shown on Exhibit A-2
 - b. A 15-foot sidewalk, drainage and utility easement is required
4. Access to Prairie Avenue will be restricted to right-in / right-out
5. Property is subject to the KMPO Critical Access Corridor Policy

MOTION OPTIONS: The Planning and Zoning Commission must provide a recommendation of zoning to City Council along with an evaluation of how the proposed development does/does not meet the required evaluation criteria for the requested annexation. 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	Annexation Application
Exhibit A-2	Narrative
Exhibit A-3	Vicinity Map
Exhibit A-4	Authorization Letter

Staff Exhibits:

Exhibit S-1	Vicinity Map
Exhibit S-2	Zoning Map
Exhibit S-3	Future Land Use Map

Testimony:

Exhibit PA-1	PFSD Comments
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Exhibit PA-2	KCFR Comments
Exhibit PA-3	YPL Comments
Exhibit PA-4	PFPD Comments
Exhibit PA-5	DEQ Comments
Exhibit PA-6	PFHD Comments
Exhibit PA-7	PHD Comments
Exhibit PC-1	Liesenfeld Comments

Application Information

Did an Annexation Pre-app take place?	Applicant Type
Yes	Other
Description of Project/Reason for Request	
Annexation and Zoning Request	
Existing Zoning	Adjacent Zoning
AG	Ag, Residential
Current Land Use	Adjacent Land Use
Church	Residential
Proposed Zone	
Limited Commercial	

Owner Information

Name	Company
Zechariah Kemper	Mountain View Bible Church
Phone	Email
2088164310	zekemper@gmail.com
Address	City, State, Zip Code
3974 N Chase St	Post Falls, ID 83854

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

Exhibit A-1

I (We) the undersigned do hereby make application for the land use action contemplated herein on the property described in this application and do certify that the information contained in the application and any attachments or exhibits herewith are accurate to the best of my (our) knowledge. I (We) further acknowledge that any misrepresentation of the information contained in this application may be grounds for rejection of the application or revocation of a decision rendered. I (We) understand that the Administrator may decline this application if required information is deficient and/or the application fee has not been submitted. I (We) acknowledge that City staff may, in the performance of their functions, take photographs and/or videos of the property under consideration as deemed necessary, enter upon the property to inspect, post legal notices, and/or other standard activities in the course of processing this application. I (We) hereby certify that I am (we are) the owner or contract buyer of the property upon which the land use action is to be located, or that I (we) have been vested with the authority to act as agent for the owner or contact buyer.

true

MOUNTAIN VIEW BIBLE CHURCH

ANNEXATION AND ZONING REQUEST

Post Falls, ID |

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Exhibit A-2

Key Highlights:

This annexation:

Is immediately adjacent to the City of Post Falls

Incorporates a near-island of land into the City

Consistent with the City's future plans, proposes Limited Commercial Zoning within a mapped Commercial Activity Node

Proposes expansion of ecumenical offerings that currently serve the residents of the surrounding area; with a specific goal of serving the residents of Post Falls

Is located at the southeast corner of N Chase Road and W Prairie Avenue, minor and principal arterial road systems capable of carrying current and anticipated traffic volumes, does not impact local roads

Will be serviced by City utilities extended by the owner

Will pay capitalization and impact fees to mitigate specific infrastructure impacts

PROPERTY INFORMATION AND PROPOSAL

This is a proposed annexation of two properties assigned parcel numbers 51N05W-27-3210 and 51N05W-27-3195; AINs #138301 and 142476. The tax parcels are described as 1.49 and 1.21 acres.

The properties are located in the northwest quarter of Section 27, Township 51 North, Range 05 West, Boise Meridian, Kootenai County, Idaho.

Mountain View Bible Church is currently located on the westernmost of the two properties as depicted in the aerial image at right. The church mission statement refers to their location in Post Falls and their desire to serve the Post Falls community. In fact, most of the church members live in the surrounding neighborhoods within one mile of the church.

Mountain View Bible Church is growing, both in membership as well as in the variety of services provided. Mountain View Bible Church offers several services to the Post Falls community including parenting and marriage classes, a support group (for the families of those battling addictions), Biblical counseling, transformational teaching, and a kids club. These offers are not just on Sunday, but all through the week. As the church grows, it is facing challenges with the interior space of the building and the ability to accommodate the wide range of services that the church offers the membership. Given this, an addition is planned to the east side of the existing building, extending into the property to the east, also owned by the church. This expansion is depicted at lower right.

As can be seen in the photo at the upper right, the church is also constrained in expansion due to the limited onsite parking. Additionally, expansion is limited by the capacity of the existing onsite septic tank and drainfield. Expanding this on-site treatment capacity is difficult given that the property is located over the Rathdrum Prairie Aquifer, where strict discharge limits come into play.

All of these items, when taken together; the limits of the building, parking, and sanitary septic, are leading Mountain View Bible Church to the need for the City services that annexation will allow.



Aerial view of properties



Phase 1 and 2 Expansion Plans

Annexation is also a natural progression given that the Church is such an essential partner in the Post Falls community.

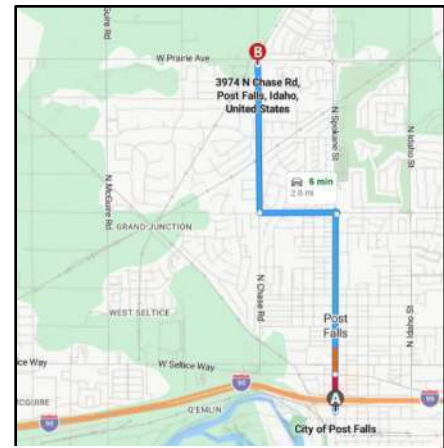
Mountain View Bible Church is a still a relatively small church with limited tithes and donations. Given this, the church would like to propose an annexation and development agreement that allows for the phasing of on-site improvements relative to utility and frontage improvements. This agreement will allow the church to dedicate right-of-way and easements at the time of annexation while retaining the onsite parking on the west side and south sides of the building. The first phase of development will be to expand the existing parking to the east, with abandonment of the west side parking and construction of frontage improvements to be done at the time of the second phase building expansion. Connection to the City's sewer system is proposed to be at the time of the second phase building expansion as well.

LOCATION AND DIRECTION

The property is located at 3974 N Chase Street, Post Falls, Idaho 83854. South of West Prairie Avenue and on the east side of N Chase Road.

Directions:

1. Right on North Frederick Street
2. Right on East 4th Avenue
3. Right on North Spokane Street
4. At the traffic circle, take the 3rd exit onto West Poleline Avenue
5. Right on N Chase Road
6. Arrive at N Chase Road



Google Street Maps

REGULATORY AREAS AND PLANNING

Area of City Impact (ACI)/City Limits Designation

This property is located within the Exclusive Area of City Impact for Post Falls and is surrounded by incorporated properties to the west and nearby to the south and the east.

Zoning District

Existing: The zoning is Agriculture pursuant to Kootenai County's General Description 8.2.101: "The Agricultural Zone is a zoning district in which the land has been found to be suitable for uses related to farming, agriculture, forestry, silviculture, aquaculture, and other similar uses."

Proposed: The proposed zoning is Limited Commercial (LC), and its purpose is outlined as follows:

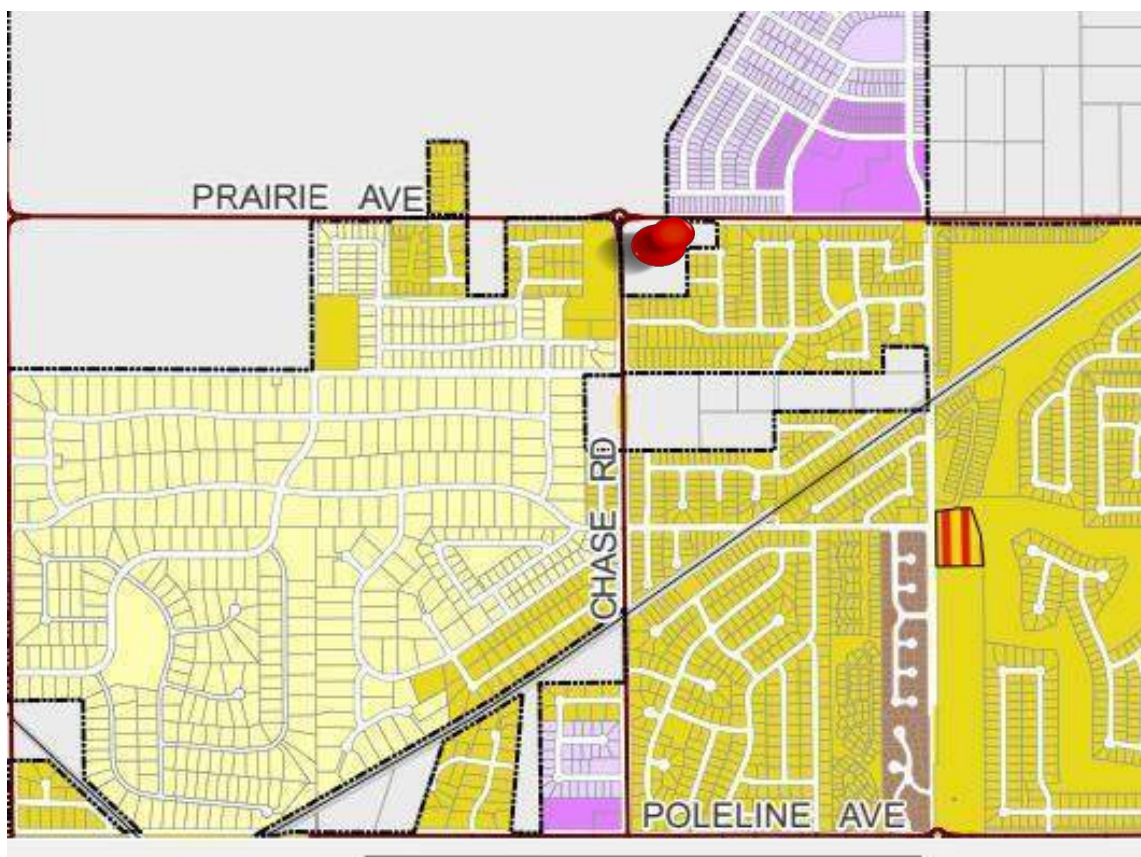
The LC Zone permits neighborhood compatible commercial retail and service uses of modest scale in areas not conveniently served by existing or proposed commercially designated lands. This zoning district is compatible with residential lands that would accommodate medium density residential land uses.



KC Earth ACI Map

Residential uses may be allowed at densities permitted by the Medium Density Residential (R2) Zone by special use permit. Lot area and building bulk and placement requirements shall agree with the values set forth in section 18.20.040, "Official Bulk And Placement Regulations Table", of this title." Religious institutions are permitted outright in the LC Zone District.

The subject properties are bounded by R1 Zoning to the west, south, and east, with SC4 zoning to the north, all within the City of Post Falls.



City Zoning Map

Comprehensive Plan

The property is located in the Central Prairie area of Post Falls. The Central Prairie is described as follows:

"To date, development trends in the Central Prairie area have been focused on addressing single-family housing needs. But with land values increasing, new projects are more likely to integrate higher density housing with community amenities to broaden their appeal to buyers. Future growth should embrace a variety of housing types and land uses, maintain quality standards, and provide even greater emphasis on pedestrian friendliness and connecting neighborhoods to community trails and nearby amenities. Prairie Avenue's role as a major east/west connecting corridor may spur interest in commercial use development.

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

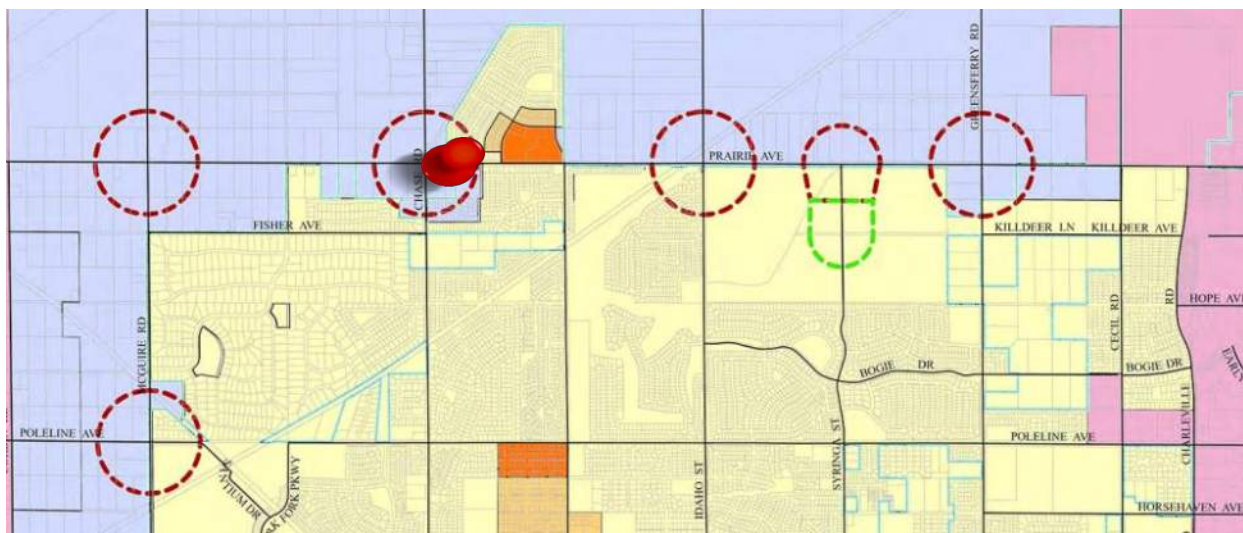
- Focus multi-family along Prairie Avenue;
- Focus commercial development along Prairie Avenue and near identified commercial nodes;
- Support provisions for a variety of housing types and densities;
- Focus provisions for commercial uses along arterial/collector streets where traffic volume exceeds 4,000 vehicles per day.

This proposed annexation property would be suitable for limited commercial purposes per the guidelines outlined above.



Post Falls 2020 Comprehensive Plan Map

According to the Future Land Use Map in the City of Post Fall's latest Comprehensive Plan, this property is in a Commercial Activity Node, which makes the property an ideal candidate for annexation with the CCS Zoning.



Post Falls 2020 Comprehensive Plan Future Land Use Map

Environmental Factors

The properties slope to the east, with no known special areas, flood hazards, or any other known hazards impacting the property.

Public Services and Facilities

Schools

The subject property is located within the Post Falls School District #273. A new school site of approximately 66 acres was part of the previous annexation directly to the west of the subject property. It is anticipated that this school, once constructed, will serve this property and the surrounding area.

Emergency Services

The City of Post Falls police station is located at 1717 E Polston Avenue and is approximately four miles from the subject property.

The annexation area is within the jurisdiction of the Kootenai Fire and Rescue District. The nearest fire station (Kootenai Fire and Rescue Station 2) is located at 4320 W Seltice and is approximately 10 miles from the subject site.

Impacts to emergency services can be examined in further detail during the development review process as required by City Code.

INFRASTRUCTURE

Potable Water and Fireflow

Existing: The property falls within the East Greenacres Irrigation District.

Proposed: Upon building expansion the owner will work with the City of Post Falls and the East Greenacres Irrigation District to address any requirements related to potable and fire water supply. Any

needed improvements will be designed and installed in accordance with the East Green Acres Irrigation District standards and the requirements of the Idaho Department of Environmental Quality (IDEQ). It is the owner's understanding that there currently is sufficient capacity to serve the subject property. Connection and capitalization fees will be paid at the time of future development to offset any impacts to the water system.

Sanitary Sewer

Existing: There is no existing public sewer infrastructure serving this property. There is an existing subsurface sewage system onsite.



City of Post Falls 2019 Wastewater Collection System Master Plan

Proposed: As depicted above, the City of Post Falls has included this area in the recently updated Sewer Master Plan. Although an exact timeline has not been established, the City has communicated their intention to extend a sewer main below W Prairie Avenue and N Chase Road. The owner understands that the ability to expand the building is dependent on the availability of the sewer infrastructure. New sewer infrastructure will be designed and built in accordance with City of Post Falls and IDEQ standards. Connection and capitalization fees will be paid at the time of future development to offset any impacts to the sewer system.

Transportation

Existing: The property has frontage on W Prairie Avenue, which is classified as a Principal Arterial; and N Chase Road, which is classified as a Major Collector.



Post Falls 2020 Comprehensive Plan Road Classification Map

Proposed: During the Pre-Annexation meetings with City Staff, the owner was informed that dedication of land and easements necessary for expansion of the adjacent rights-of-ways and transportation infrastructure of Prairie Avenue and N Chase Road may be necessary. The owner is amenable to this but is requesting the existing parking be allowed to remain and frontage improvements deferred until construction of the building addition. Impact fees paid will at the time of future development to offset any impacts to the transportation system.

Prairie Avenue is classified as a Critical Area Corridor by the Kootenai Metropolitan Planning Organization (KMPO). Access to the roadway will be required to conform to the access standards contained within the KMPO Critical Arterial Corridor Policy. The proximity of the annexed property to SH53, Interstate 90, and Seltice Way, and location on a Critical Arterial Corridor, allows for convenient access to the property with little to no impact on local access roads and established residential land uses. With the use of the property planned to continue as a church, and the expansion primarily being for facility improvements as well as efficiency, the impact on the existing transportation system is expected to be nominal.

Comprehensive Plan Goals and Policies

The City of Post Falls 2021 Comprehensive Plan is the guiding document for all land use development decisions. It is important that land use decisions meet, or exceed, the Goals and Policies as outlined in the Comprehensive Plan. Criteria which support the goals and policies of the Plan are laid out within the City's Municipal Code.

The project proponent believes that the following Goals and Policies as outlined in the Comprehensive Plan are applicable to the requested annexation and zone classification:

Focus Area: *Central Prairie "Focus commercial development along Prairie Avenue and near identified commercial nodes."*

The proposed annexation is consistent with the recommendations related to the commercial node of Chase Road, Prairie Avenue, and the Central Prairie focus area including the following:

Goal G-02: *"Maintain and improve the provision of high-quality, affordable and efficient community services in Post Falls."*

Mountain View Bible Church offers several services to the Post Falls community including parenting and marriage classes, a support group (for the families of those battling addictions), Biblical counseling, and moral/transformational teaching. The church encourages an outward focus of its parishioners to consider what is best for those outside the community. Mountain View Bible Church seeks to foster healthy relationships among people in the community, which enhances personal and societal health. The church also offers several community children's programs, community meeting space for groups, and makes its facilities available as voting/polling stations.

Goal G-03: *"Maintain and improve Post Falls' small-town scale, charm and aesthetic beauty."*

From a land use standpoint, annexation of the property would allow Mountain View Bible Church to accommodate its growth needs in its current location allowing it to continue providing the neighborhood with convenient access to religious and community services.

Goal G-06: *"Maintain and improve Post Falls' transportation network, on pace and in concert with need and plan objectives."*

From a transportation standpoint, the annexation would involve allocation of right of way to Prairie Avenue and Chase Roads, consistent with the City of Post Falls Transportation plan and goals.

Goal G-07: *"Plan for and establish types and quantities of land uses in Post Falls supporting community needs and the City's long-term sustainability."*

Annexation as LC Zone maintains diversity of land use while providing community services to the surrounding residential neighborhoods including religious services and meeting spaces for use by groups, both enhancing the quality of the small-town scale and reducing the transportation impacts for residents seeking to access services.

Goal G-08: *"Protect and maintain Post Falls' natural resources including clean air, soils, river, aquifer, minimizing light and noise pollution citywide."*

Annexation of the property would afford Mountain View Bible Church to eventually abandon the existing septic system and connect to the sewage collection system, when available, thus reducing impacts to the aquifer. The anticipated site improvements would improve stormwater collection and treatment as well as bring parking lot lighting into compliance with city code. Noise pollution from the facility is minimal and would not be anticipated to change since the use would remain the same.

Goal G-11: *"Sustain and expand Post Falls' arts, cultural and civic environment."*

Annexation affords Mountain View Bible Church the opportunity to accommodate its growth needs in its existing location and maintain the presence of a valuable social organization in its current location, providing positive benefits to the neighborhood.

Policy-01: *Land Use Patterns*

The annexation maintains the existing land use pattern and services provided by Mountain View Bible Church to the neighborhood that affords opportunity for future improvements to the site such as landscaping and property line buffers that will enhance the character of the community.

Policy-02: *Application of Zoning Regulations*

The proposed "Limited Commercial" zoning classification is consistent with the location of the property at the intersection of N Chase Road and W Prairie Avenue.

Policy-03: *Encourage development patterns that provide suitably scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive.*

The location of Mountain View Bible Church provides religious and community services within walking distance of adjacent neighborhoods.

Policy-09: *Encourage annexation of County “islands” within the City...*

Mountain View Bible Church is located adjacent to existing incorporated areas and at the rate of development could be expected to become an island within the city limits in the near future.

Policy-24: *Plan for and protect transportation corridors from encroachment, and preserve adequate rights-of-way.*

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

Policy-33: *Annexation should help implement Post Falls’ transportation plans, enabling completion or preserving continuity of circulatory patterns for roads and pedestrian way.*

With respect to Policies 24, 26, and 33 the annexation would include allocation of right of way to support transportation plans associated with the intersection of N Chase Road and W Prairie Avenue as well as utility easements along the frontage. Allocation of right of way mentioned above also affords opportunity for future frontage improvements to include pedestrian/bicycle paths along N Chase Road and W Prairie Avenue.

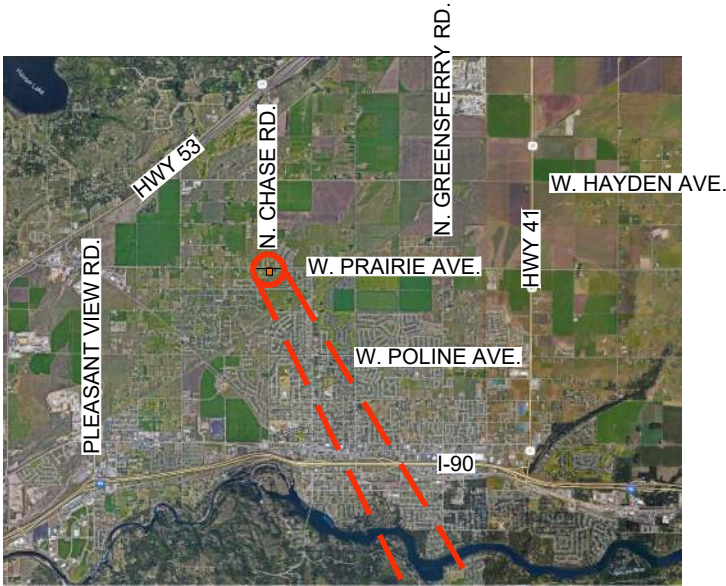
Summary

The proposed annexation of the subject properties into the City of Post Falls is in alignment with the goals and policies of the City, of negligible impact to city services, and mutually beneficial to Mountain View Bible Church, it’s members and the community.

Respectfully,



Connie Krueger, AICP



SITE INFORMATION

ADDRESS : 3974 N. CHASE RD., POST FALLS, ID 83854

PARCEL ID : 51N05W-27-3210

PROPERTY SIZE : CURRENTLY 2 LOTS APPROXIMATELY 2.69 ACRES COMBINED
PROPERTY LINES SUBJECT TO CHANGER PER ANNEXATION NEGOTIATIONS

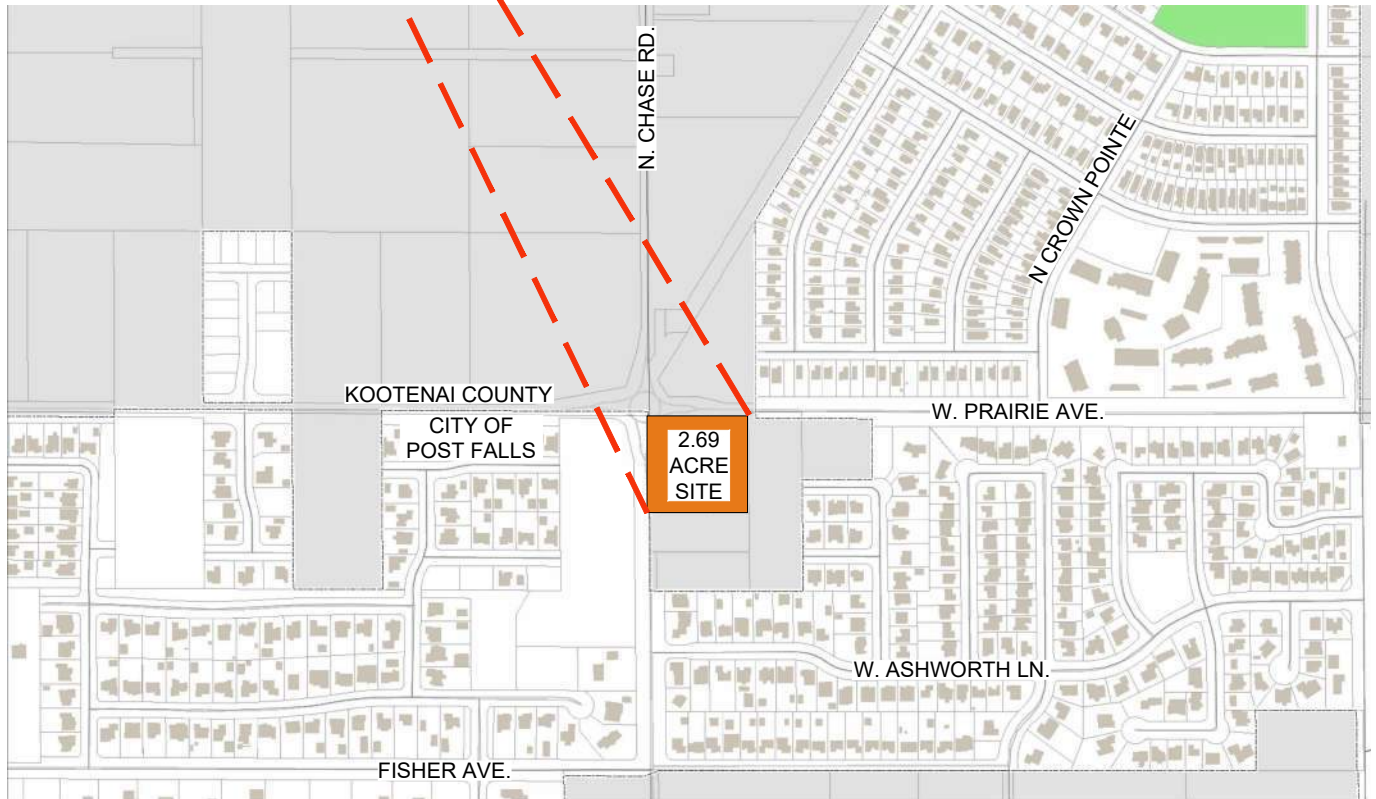
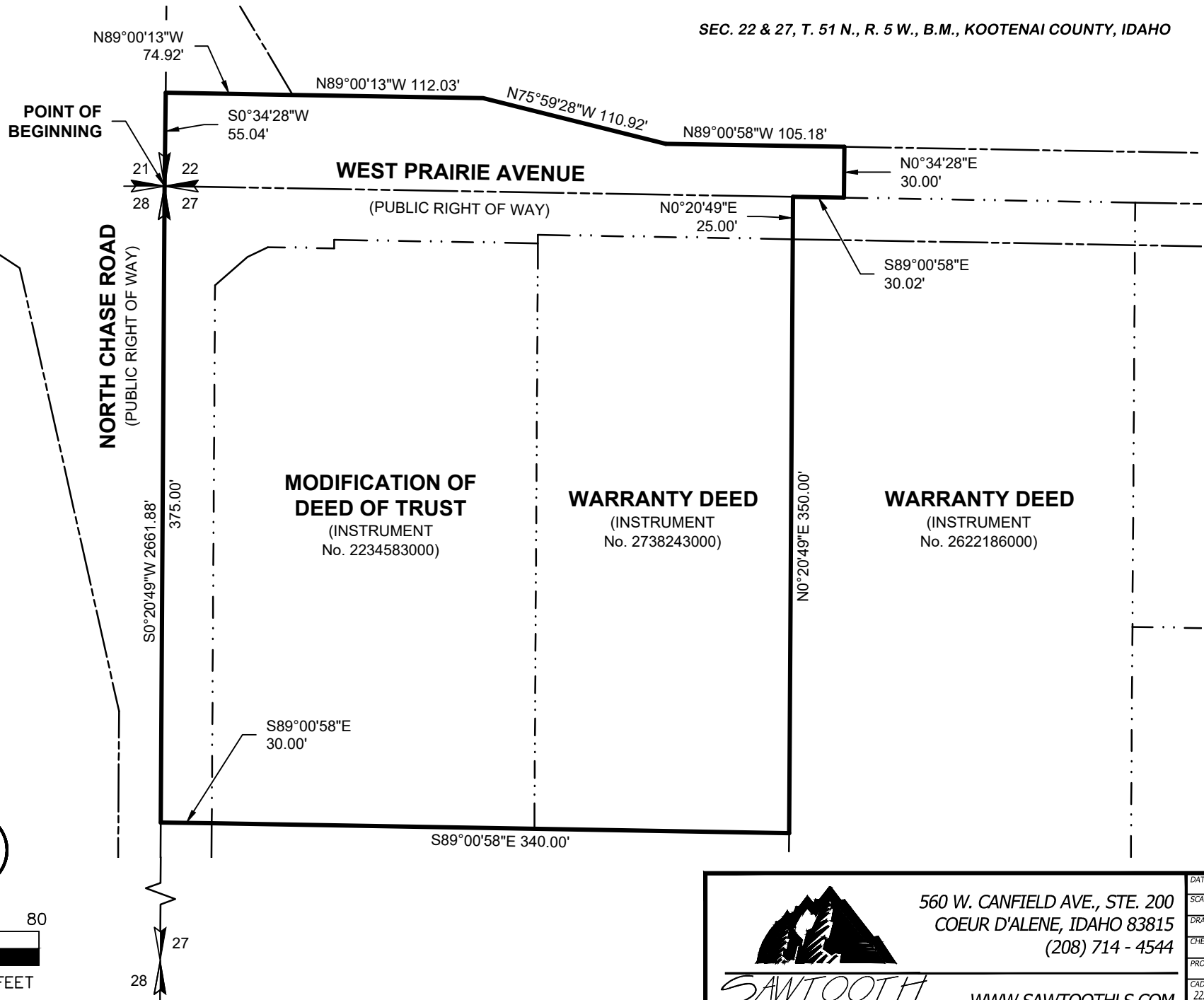


Exhibit A-3

SEC. 22 & 27, T. 51 N., R. 5 W., B.M., KOOTENAI COUNTY, IDAHO



0 40 80
SCALE IN FEET



560 W. CANFIELD AVE., STE. 200
COEUR D'ALENE, IDAHO 83815
(208) 714 - 4544

SAWTOOTH
Land Surveying, LLC

WWW.SAWTOOTHLS.COM

DATE:	1/26/2024
SCALE:	AS SHOWN
DRAWN:	CMA
CHECKED:	CMA
PROJ. NO.:	222028
CAD FILE:	222028-BIBLE CHURCH-EXHIBIT2
SHT	1 OF 1

Subject: Statement of Ownership, Ability to Make Applications, and Authorization of Representative

Date: 10/26/2023

To: City of Post Falls

Mountain View Bible Church owns two properties located at the southeast corner of Chase Road and Prairie Avenue; these are identified in the records of Kootenai County as AINs: 138301 and 142476. These properties are currently addressed as 3974 N Chase Road and 12698 W Prairie Avenue.

I am authorized on behalf of Mountain View Bible Church to consent to annexation, land use, subdivision, and development applications and to grant authorization to representatives to act regarding matters concerning the administration and processing of application(s) for these properties. I understand there are no guarantees of approval of the application(s). My assigned representative is:

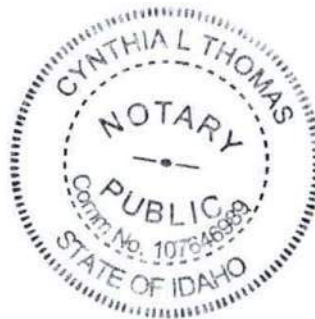
STONEHENGE DEVELOPMENT AND GOVERNMENT
1859 N LAKEWOOD DR SUITE 102
COEUR D'ALENE, ID 83814


Zechariah Kemper, Pastor

ACKNOWLEDGEMENT

STATE OF Idaho) s.s.

COUNTY OF Kootenai) s.s.



THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON THIS 26th DAY OF 2023, BY ZECHARIAH KEMPER.

NOTARY PUBLIC: Cynthia L. Thomas

RESIDING AT: Coeur d'Alene

MY COMMISSION EXPIRES ON: 6-7-28

Exhibit A-4

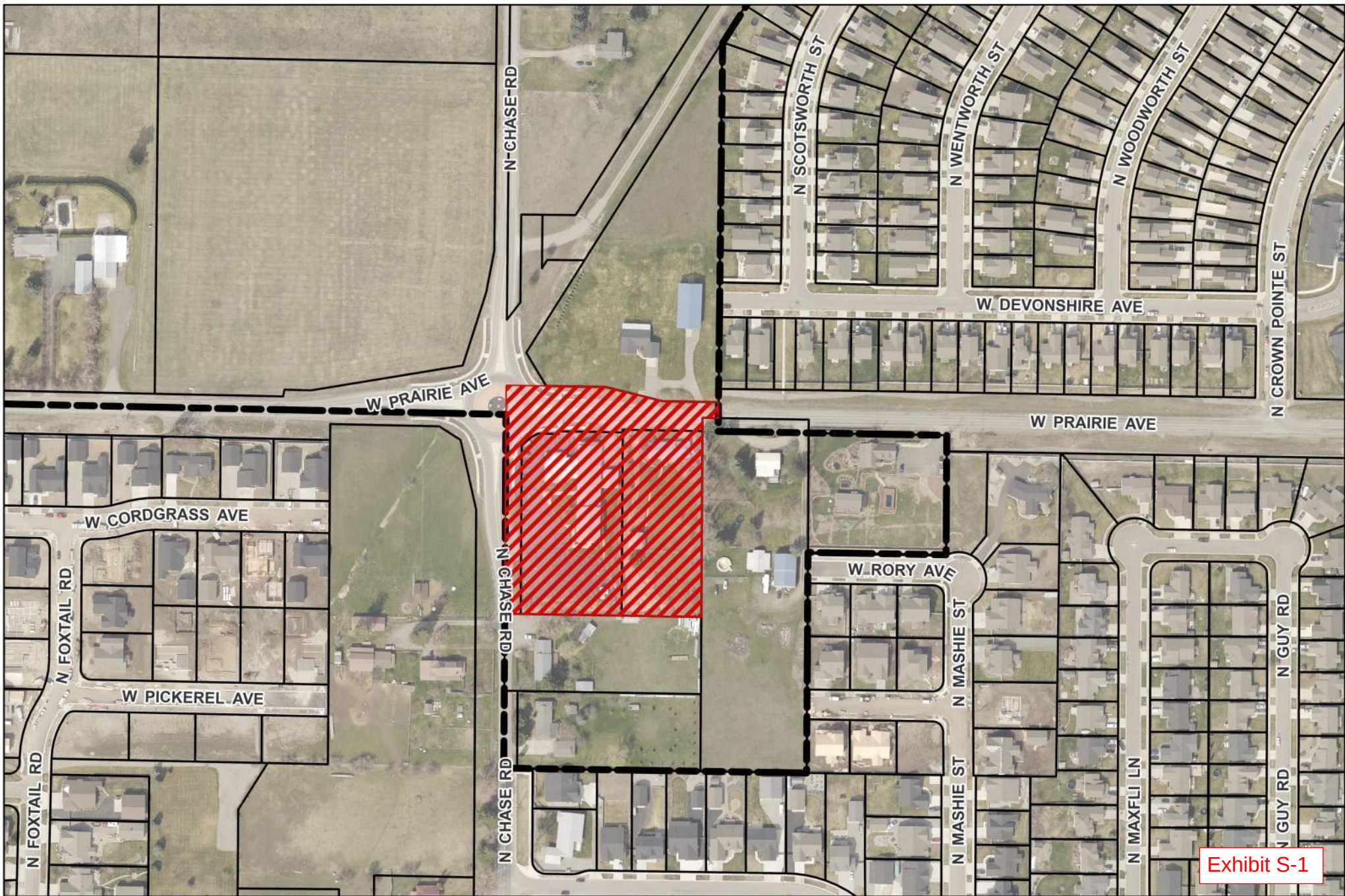


Exhibit S-1

Project Location
MVBC ANNEXATION
ANNX-23-6



-  Post Falls City Boundary
-  Tax Parcels
-  Subject Site



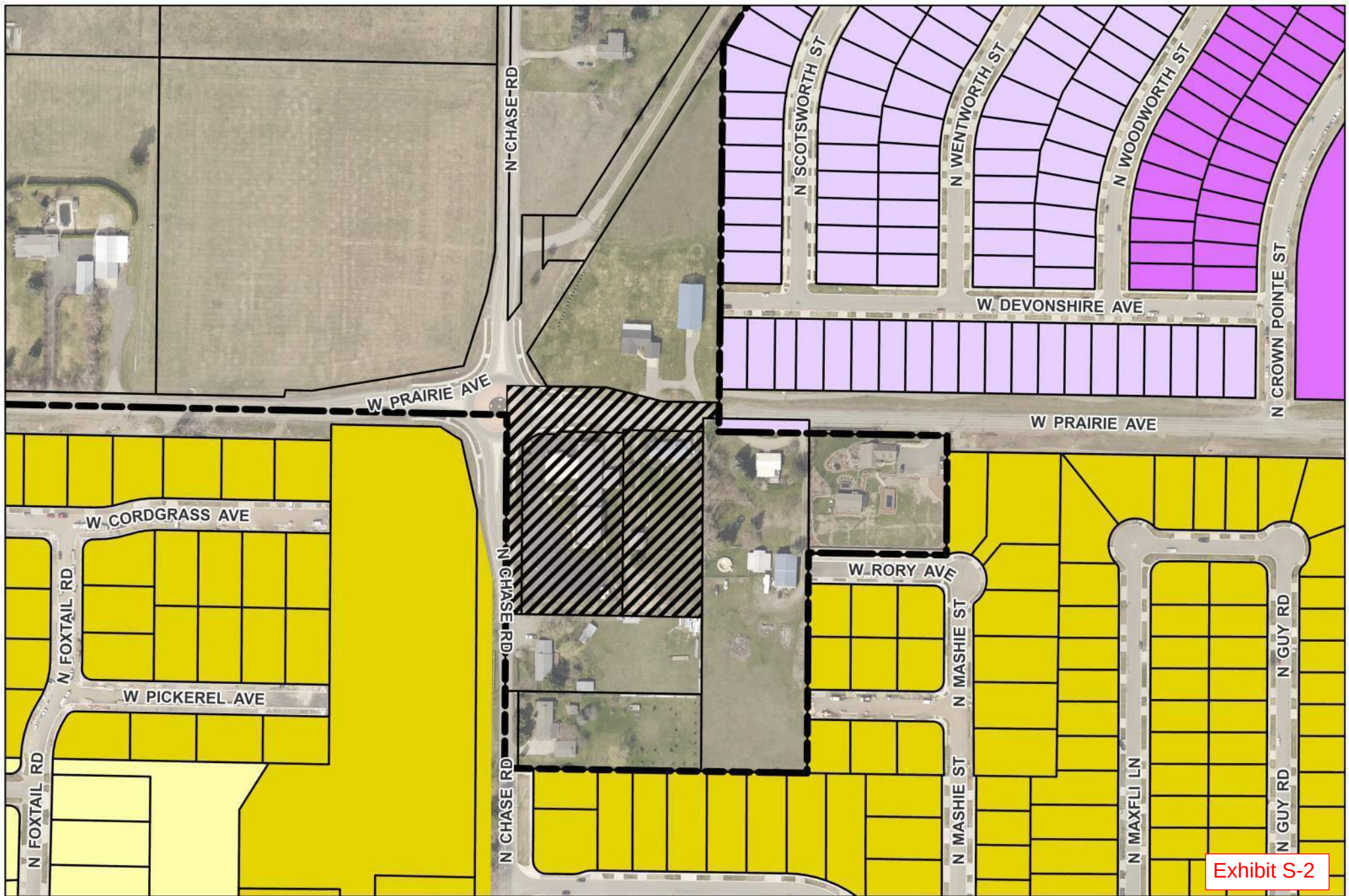


Exhibit S-2

Zoning Map
MVBC ANNEXATION
ANNEXATION
ANNX-23-6



- Post Falls City Boundary
- Tax Parcels
- Subject Site

- R-1-S
- R-1
- SC3
- SC4



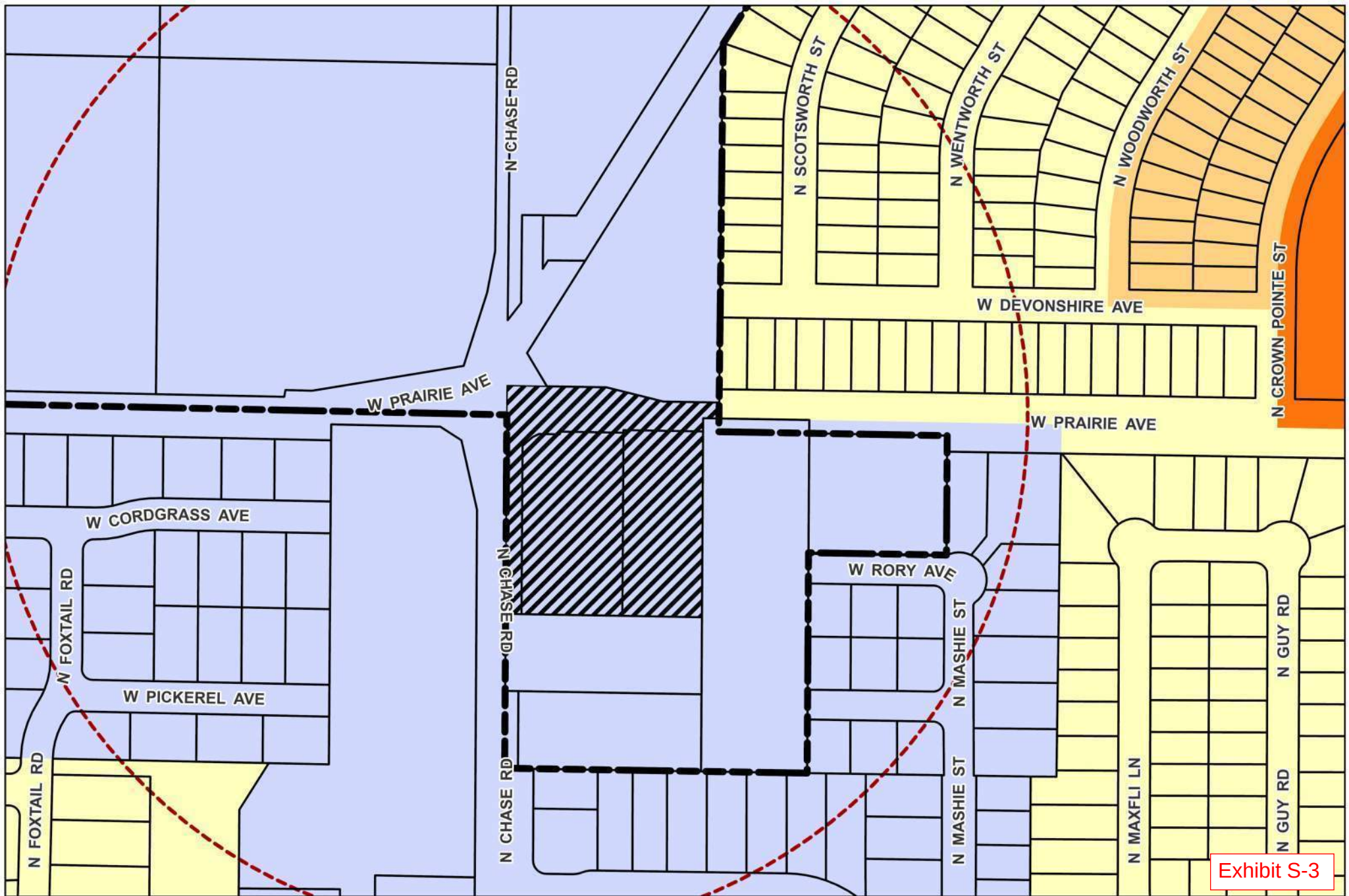


Exhibit S-3

Future Land Use Designation
MVBC ANNEXATION
ANNEXATION
ANNX-23-6



- Post Falls City Boundary
- Tax Parcels
- Subject Site
- Commercial Activity Node

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





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-1

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

January 18, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

RE: Notice to Jurisdiction Response

Nancy,

Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"Kootenai County Fire & Rescue (KCFR) participates in partnership with the City of Post Falls throughout the review and permitting process to include but not limited to the following: City annexations, zoning issues, comprehensive plan development, subdivision development, site plan approval and building construction code compliance. KCFR reserves all fire code related comments for that process."

Respectfully,



Jeryl Archer II
Kootenai County Fire & Rescue
Division Chief
Fire Marshal

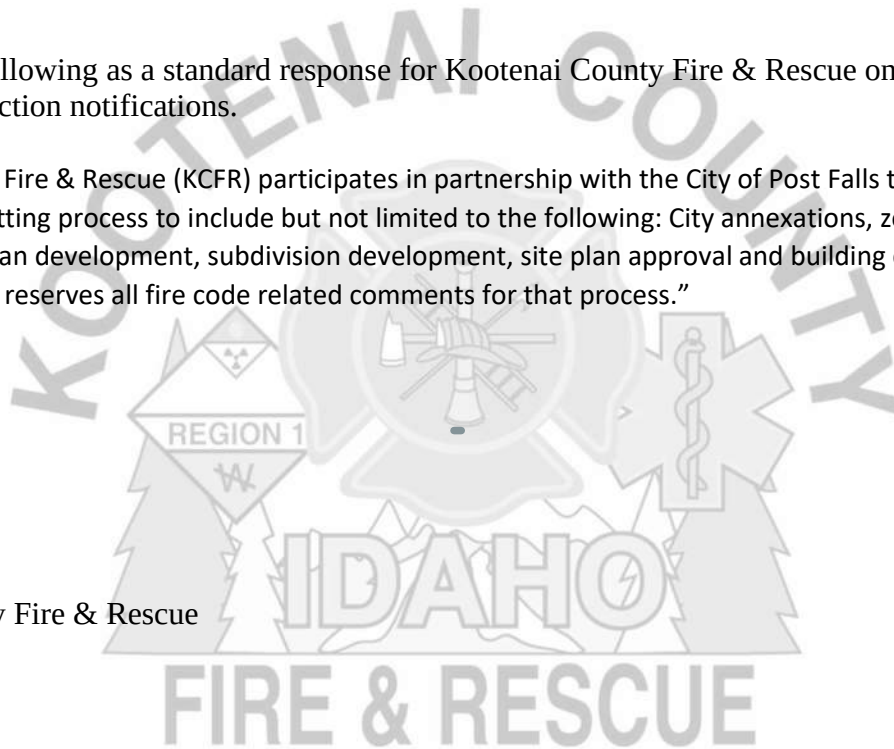


Exhibit PA-2

Nancy Thurwachter

From: Polak, Chad M <Chad.M.Polak@p66.com>
Sent: Tuesday, April 23, 2024 1:14 PM
To: Nancy Thurwachter
Subject: FW: Notice to Jurisdictions Mountain View Bible Church Annexation File No ANNX-23-6
Attachments: Exhibit PH-2_NTJ_PZ.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 Afternoon 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: Tuesday, April 23, 2024 9:36 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>; 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>; Tess Reasor <tess@connectkootenai.org>; Tom Kearns <tkearns@idl.idaho.gov>; Tom Murn <Tom.Murn@Ziply.com>; URA <postfallsura@gmail.com>
Cc: Anna Staal <astaal@postfalls.gov>; Bill Melvin <bmelvin@postfalls.gov>; Christopher Gabbert

Exhibit PA-3



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

April 25th, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: Mountain View Bible Church Annexation File No ANN-23-6

The Police Department has reviewed the above listed annexation/zone change request and will remain Neutral on this project. 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-4

Nancy Thurwachter

From: Kristie May <Kristie.May@deq.idaho.gov>
Sent: Friday, April 26, 2024 9:55 AM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Mountain View Bible Church Annexation File No ANNX-23-6

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 23, 2024 8:36 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 <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>; 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

Exhibit PA-5

Nancy Thurwachter

From: Jonie Anderson <Jonie@postfallshd.com>
Sent: Monday, April 29, 2024 2:13 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Mountain View Bible Church Annexation File No ANN-23-6

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,
The PFHD has no comment as this annexation & zoning request is consistent with the City of Post Falls comprehensive plan.

Regards,
Jonie

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: Tuesday, April 23, 2024 8:36 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 <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 Sanders <lynn.sanders@aec.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

Exhibit PA-6

Nancy Thurwachter

From: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Sent: Tuesday, April 30, 2024 3:34 PM
To: Nancy Thurwachter
Subject: RE: Notice to Jurisdictions Mountain View Bible Church Annexation File No ANNX-23-6

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.

PHD found this septic permit for this parcel number: <http://www2.phd1.idaho.gov/septic2007/att/2007-03-27/9901-230ac-0015-089-93-28-77381.pdf>

The septic system is sized for 225 seating and no additional to that. If this parcel will annex into the city and connect to sewer then PHD has no comment. Looking at this septic permit though it appears this subsurface sewage disposal system and parcel are at a maximum size and flows cannot be increased while using a subsurface sewage disposal system.



Public Health
Prevent. Promote. Protect.

Panhandle Health District

Ryan Johnsen | Sewage Program Coordinator, EHS
35 Wildcat Way, Suite A, Kellogg, ID 83837
P: 208-415-5209
W: Panhandlehealthdistrict.org

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From: EHApplications <EHApplications@phd1.idaho.gov>
Sent: Tuesday, April 23, 2024 9:00 AM
To: Ryan Johnsen <rjohnsen@phd1.idaho.gov>
Subject: FW: Notice to Jurisdictions Mountain View Bible Church Annexation File No ANNX-23-6

From: Nancy Thurwachter <nthurwachter@postfalls.gov>
Sent: Tuesday, April 23, 2024 8:36 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 <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@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

Exhibit PA-7

Nancy Thurwachter

From: Jan Liesenfeld <jils4gvn1313@gmail.com>
Sent: Friday, April 26, 2024 11:48 AM
To: Public Hearing Notice

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.

Regarding the proposed annexation of Mountain View Bible Church into the City of Post Falls, I am for it.
I live north across Prairie Ave from the church.
I would like to see the annexation go forward.
Jan Liesenfeld

Exhibit PC-1



**PLANNING AND ZONING COMMISSION
MEETING AGENDA**

**May 14, 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

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

- a. National Underground America 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.

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

Commission members are requested to declare if there is a conflict of interest, real or potential, pertaining to items on the agenda.

1. CONSENT CALENDAR

The consent calendar includes items which require formal Commission action, but which are typically routine or not of great controversy. Individual Commission 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 Commission agenda packet regarding these items and any contingencies are part of the approval.

ACTION ITEMS:

- a. Meeting Minutes 04/09/2024
- b. Kruger Annexation Zoning Recommendation File No. ANNX-23-5
- c. Northshore Subdivision Reasoned Decision File No. SUBD-23-3
- d. Legion Park SUP & SUBD Reasoned Decision SUP-23-4 & SUBD-23-6

- ~~d. Legion Park SUP & SUBD Reasoned Decision SUP 23-4 & SUBD 23-6~~
- ~~e. Pleasant View Apartments Reasoned Decision SUP 24-1~~
- ~~f. 1170 Mullan Reasoned Decision SUP 24-2~~

~~Motion by Hampe to accept the Consent Calendar as presented.~~

~~Second, by Walton.~~

~~Vote: Hampe Yes, Wilhelm Yes, Steffensen Yes, Carey Yes, Walton Yes, Schlotthauer Yes, Kimball Not Voting on Consent Calendar~~

~~Motion Carried~~

2. CITIZEN ISSUES

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

None

3. UNFINISHED / OLD BUSINESS

~~This section of the agenda is to continue consideration of items that have been previously discussed by the Planning and Zoning Commission.~~

ACTION ITEMS:

None

4. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. MVBC Annexation File No ANN-23-6

Public Hearing opened at 5:34 pm.

Staff report

Ethan Porter, Associate Planner:

Owner: Mountain View Bible Church Inc

Applicant: Stonehenge

Requested Actions: Provide recommendation to City Council for the zoning designation of Limited Commercial (LC) on approximately 3.6 acres including rights-of-way, as part of an annexation request into the City of Post Falls. Currently, there is a church and a residence on the property. It is above the Rathdrum Prairie Aquifer. The surrounding zoning is R1 to the south and the southwest, SC3 to the northeast. The Future Land Use Designation is transitional. The goals and policies in the Comprehensive Plan that are relevant to this area are:

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

P.24 - Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

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

G.12 - Maintain the City of Post Falls' long-term fiscal health.

P.01 - Support land use patterns.

The City would be willing to serve the property at the requested density upon completion of needed system improvements associated with the Fisher Lift Station and Fisher Gravity Main Extension. East Greenacres Irrigation District is the water provider in this area. Prairie Avenue is identified as a Critical Arterial Corridor by the KMPO. Prairie Avenue is a classified Principal Arterial. Chase Road is classified as a Minor Arterial. Site access limited by proximity to the Prairie/Chase Roundabout.

Steffensen: The connectivity to the city is just that little corner?

Porter: It's to the west across Chase they have the R1 zoning, it takes up all that right-of-way up to the point the right-of-way they're going to be dedicated, so the right-of-way connection will be congruent with limits.

Schlotthauer: What is the advantage/disadvantage of LC zone verses CCS zone for this piece?

Porter: LC allows the use of church outright, CCS would not allow the use of church outright. LC secures that commercial zoning for future in that commercial node as well as still allowing the church to be in use.

Schlotthauer: Recently we've seen churches sell their property after going into LC and then multi-family is an outright approved use.

Porter: Multi-family is not allowed outright in LC, however six-unit townhomes would be permitted.

Manley: Both LC and CCS would require a Special Use Permit for multi-family, the density allocation for LC is at the medium density versus CCS you can go to high density. Six unit townhomes are allowed outright in LC. It would be required to be a platted on their own lot, single family homes, zero lot line product.

Gabbert: For clarification, the religious function is a permitted use in the CCS zone as well.

Applicant

Connie Krueger, Stonehenge: Some of the information I have in my presentation will replicate what Ethan has already provided. This church is already existing here and is part of the greater Post Falls community. The total acreage of the annexation is much larger because the city has requested that we annex the adjacent right-of-ways and that we take the full adjacent right-of-way to us. We're not taking a half width of right-of-way. The key highlights for annexation and the zoning we are requesting are:

- It's adjacent to the city of Post Falls.
- It incorporates a near-island into the City.
- Consistent with the City's future plans. Limited Commercial Zoning within a mapped Commercial Activity Node
- Expansion of church services for the residents of the surrounding area. A specific goal of serving the residents of Post Falls.

- Located on minor and principal arterial roads. No impact to local roads.
- Will be served by City utilities.
- Capitalization and impact fees mitigate specific infrastructure impacts.

Mountain View Bible Church is a small church with limited tithes and donations, a progressive development is important to them. The agreement allows for the phasing of on-site improvements relative to utility extensions, frontage improvements, and rights-of-way dedications. First phase will expand the existing parking to the east. Second phase will expand the building, construct any needed frontage improvements, connect to the City's sewer system, and remove western parking. The right-of-way expanded to full 55' half width will come near to the existing and planned building footprint. The owner would like for right-of-way and easements to be specific in the agreement.

Kimball: If Phase 1 were to happen prior to public sewer being available would that impair the existing septic system?

Krueger: No. The septic system is located up close to that Phase 2 building expansion, so it is in an area we currently have planned for Green Space.

Carey: Are the planned entrance and exit only onto Prairie?

Krueger: There is an entrance plan on Chase Road at the far southwest corner.

Steffensen: Is that where the current exit is?

Krueger: There is a current entrance there.

Schlotthauer: Will you be able to expand now without the available sewer?

Krueger: No. The church has been measuring flow to see if there's an opportunity to expand with the current limits that the City has from PC and it's not looking positive to expand to the onsite septic.

Schlotthauer: There's no sewer available now, what is the immediate plan?

Krueger: The parking lot expansion.

Schlotthauer: Do you need to annex into the City for that?

Krueger: We don't need to be annexed into the City for that but we want to get ahead of that so we can move forward with plans when we are able.

Manley: In your presentation you did say that there were some occupancy constraints until it annexes into the city correct?

Krueger: Yes.

Manley: That would still require to connect to the sanitary sewer to achieve those occupancy it would limit.

Krueger: That is why we're proposing a phased agreement. Phase 2 would be a later phase when the sewer is available.

Carey: The parking noted on the bottom and the east, that is already there?

Krueger: Right now there's a pretty steep slope where the parking currently ends so there's quite a grade change from the western parcel and the eastern parcel. A lot of fill will need to be brought in to expand the parking lot to the east.

Testimony

In-Favor:

Zachariah Kemper, Post Falls: I am one of the pastors at the church. Currently our size limitations of our facilities and parking lot are impeding our ability to serve the community. We have two services due to our parking limitations. We are not a big church so the expenses to expand our facilities are significant for us. The ability to plan in a phased way and know what the plan parameters are is important to us.

Jeff Rachoy, Post Falls: I am a Vice Chairman of Board of Elders at the church. I am in favor of this. It will allow the church to grow in serving the community.

Neutral - None
In Opposition - None

Rebuttal

None

Public Hearing Closed: 6:15 pm.

Deliberation:

Carey: Can construction of the second phase begin before sewer is available?

Robert Palus, Assistant City Engineer: As laid out in the staff report, they will not be able to expand any physical expansion of the building until sanitary sewer is available.

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: Specifically the Focus Area talks about there being a commercial node at that intersection and Limited Commercial is a soft transition from residential.

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?

Kimball: In particular, policy 24, 26, and 33 addressing transportation corridors, transportation plans, and sidewalk connectivity. All of which will happen as part of the frontage improvements. Policy 8 addresses infill, it is surrounded on three sides by the city, this is infill which is a priority for annexation. Policy 72 addresses protecting the aquifer by removing the septic system and connecting to the Municipality sewer system.

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?

Commissioners respond nothing was identified.

Discussion:

Schlotthauer: Previous churches that annexed into the city led to subsequent sales to developers then medium density multi-family were built. Can put a recommendation into the Development Agreement that limits future residential use?

Gabbert: Currently we are just considering the zoning designation that will be recommended to City Council. We can make a recommendation on the annexation that limits the use of residential at that time when it goes to City Council.

Manley: Generally those types of decisions are added to the annexation recommendation to City Council.

Gabbert: You can make a recommendation as an item for annexation for a restriction on residential use in the future. The property owner has the ability to agree to those terms of annexation or not agree and not annex.

Steffensen: At the last council meeting there was some concern about that. They are keeping an eye on these annexation hearings moving forward.

Kimball: I think the difference with this situation is there is already a church on the property verses it being bare property.

Manley: You have be careful how you word restricting residential use. That could restrict the city's ability to have a pastors house. You would have a residential house in conjunction with the function of the church.

Schlotthauer: The real issue is in our wording on LC code. That is probably something that needs to be addressed down the road to simplify everything.

Gabbert: In the staff report Exhibit X-XX the wrong roadways are designated. It says Pleasant View and Seltice on paragraphs two and three. It should be Prairie and Chase.

Motion by Kimball to approve Mountain View Bible Church Annexation File No. ANNX-23-6 finding that the requested zoning of Limited Commercial meets the approval criteria of Post Falls Municipal Code 18.20.100 as outlined in our deliberation and direct staff to prepare a zoning recommendation to be provided to City Council including items 1 through 5 to be considered for inclusion in an annexation agreement amending item number 2 to read Prairie Avenue instead of Pleasant View Road and to change Exhibit X-XX to Exhibit A-2 and to amend item 3 to reference Chase Road versus Seltice Way and to change Exhibit X-XX to Exhibit A-2.

Second by Walton.

Vote: Carey-Yes, Walton-Yes, Schlotthauer-Yes, Hampe-Yes, Wilhelm-Yes, Steffensen-Yes, Kimball-Yes

Moved

~~b. Title 18 & 18A File No TA-24-1~~

~~**Public Hearing opened at 6:29 pm.**~~

Staff report

~~Jon Manley, Planning Manager:~~

~~Applicant: Planning Division, City of Post Falls~~

~~Requested Action: Review and forward a recommendation of approval for the requested amendments to Title 18 and 18A Post Falls Municipal Code (PFMC). Requested amendments:~~

~~PFMC Section 18.20.130 Subsection A4, change of use Commercial Site Plan Review development standards.~~

~~PFMC Section 18A.20.070 Building Configuration, Subsection A, describes what qualifies as a story in SmartCode and identifies how a single level building may be counted as a two (2) story building under certain conditions.~~

~~Proposed Changes:~~

~~PFMC Section 18.20.130 Site Plan Review, Subsection A4~~

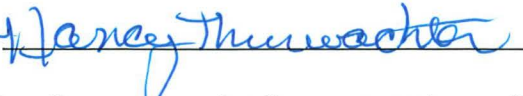
~~4. Tenant improvement that results in the change of Use or expansion of an existing Use of twenty five (25) percent or more within a Structure. Change of Use is defined by the International~~

City of Post Falls
Planning and Zoning Commission Minutes

May 14, 2024

Date: 6/11/2024

Chair: 

Attest: 

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 Wilhelm, Kibbee Walton

Mountain View Bible Church
File No. ANN-23-6
Planning and Zoning Commission
Zoning Recommendation

A. INTRODUCTION:

APPLICANT: Stonehenge on behalf of Mountain View Bible Church
LOCATION: The southeast corner of N. Chase Road and W. Prairie Avenue.
REQUEST: To annex approximately 3.6-acres among two parcels into the City of Post Falls with a zoning request of Limited Commercial (LC).

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Vicinity Map
4. A-4 Authorization Letter
5. S-1 Vicinity Map
6. S-2 Zoning Map
7. S-3 Future Land Use Map
8. PA-1 PFSD Comments
9. PA-2 KCFR Comments
10. PA-3 YPL Comments
11. PA-4 PFPD Comments
12. PA-5 DEQ Comments
13. PA-6 PFHD Comments
14. PA-7 PHD Comments
15. PC-1 Liesenfeld Comments
16. P&Z Staff Report
17. Testimony at the public hearing on May 14, 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 assign a Limited Commercial (LC) zoning designation for approximately 3.6 acres in the City of Post Falls including rights-of-way, as part of an annexation request into the City of Post Falls. Currently there is a church and a residence on the property.

Mr. Porter testified that the surrounding uses included R1 to the south and the southwest and SC3 to the northeast. He noted that the site is over the Rathdrum Prairie Aquifer. He explained that the Future Land Use Map's designation for the property is Transitional inside a Commercial Node.

Mr. Porter testified that the City would be willing to serve the property at the requested density upon completion of needed system improvements associated with the Fisher Lift Station and Fisher Gravity Main Extension. East Greenacres Irrigation District is the water provider in this area.

Mr. Porter testified that Prairie Avenue is identified as a Critical Arterial Corridor by the KMPO. Prairie Avenue is a classified Principal Arterial. Chase Road is classified as a Minor Arterial. Site access is limited by its proximity to the Prairie/Chase roundabout. Mr. Porter also testified that the Central Prairie Focus Area concentrates commercial development along Prairie Avenue and near identified commercial nodes.

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 goal seven to be relevant and policies twenty-four and twenty-six may appropriate for consideration by the Commission.

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

Applicant's Presentation

Connie Krueger, Stonehenge

Ms. Krueger testified that the Mountain View Bible Church is looking to expand the church services for the residents of the surrounding area. The key highlights for the annexation and the zoning is that it's adjacent to the City of Post Falls and will incorporate a near-island into the city. Additionally, the request is consistent with the City's future plans for placing the Limited Commercial Zoning within a mapped Commercial Activity Node.

Ms. Krueger testified that the proposed LC zoning request met the applicable criteria and the future land use map zoning designation and any impacts to public services would be mitigated through the development process.

Public Testimony:

The Commission opened the hearing for public testimony.

Zachariah Kemper

Mr. Kemper is one of the pastors at the church and he supports the project. The current size of the facility and parking lot are impeding the church's ability to serve the community. Being a small church, the phased plan and knowing the parameters of future use are important to the church for planning their future.

Jeff Rachoy

Mr. Rachoy testified that he is a Vice Chairman of Board of Elders at the church and in favor of the plan. It will allow the church to grow in serving the community.

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 18.20.100.

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?

The applicant has requested initial zoning of Limited Commercial (LC) on approximately 3.6 acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as transitional and is located inside the Central Prairie Focus Area.

The Commission has considered the staff report and testimony provided as evidence that the proposed Limited Commercial zone is in accordance with the Future Land Use Map and Focus Area, no other testimony or evidence was presented. The zone is adjacent to R-1 zone and SC3 zoning and focuses commercial and service development along Prairie Avenue. The property is located near an existing roundabout providing sufficient existing transportation capacity to serve it. In addition, the proposed zone aligns with the Central Prairie Focus Area for commercial zoning.

Based on the testimony supplied and the staff report, the Future Land Use Map and Focus Area, the Commission finds the recommendation for LC zoning to be consistent with the Comprehensive Plan.

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?

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

Goals:

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

This proposal supports an allocation of land use types, parks features, or other areas to support the community needs and foster the City's long-term sustainability by growing the local economy.

Goal 12: Maintain the City of Post Falls' long-term fiscal health.

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

The Commission finds that the redevelopment of the site promotes infill development and may help incentivize development along W. Prairie Ave. and/or south along N. Chase Rd. to help with the City's tax base.

Policy 24: Plan for and protect transportation corridors from encroachment and preserve adequate rights-of-way for future corridors including utility facilities.

The Commission finds that the zoning and redevelopment will protect transportation corridors through the dedication of additional rights-of-way along W. Prairie and N. Chase

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:

Mountain View Bible Church, File No. ANN-23-6: 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 the applicant's request for Limited Commercial (LC) zoning on approximately 3.6 acres upon successful annexation of the property.

6/11/24
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.

DEVELOPMENT AND ANNEXATION AGREEMENT

MVBC Annexation

(File No. ANNX-23-6)

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and Mountain View Bible Church, Inc., a non-profit corporation organized and existing under the laws of the State of Idaho, with its principal place of business at 3974 North Chase Road Post Falls, ID 83854.

WHEREAS, **MOUNTAIN VIEW BIBLE CHURCH, INC.**, (hereinafter the “Owner”) owns a tract of land (hereinafter the “Property”) adjacent to the city limits of the City of Post Falls (hereinafter the “City”), which the Owner wishes to annex and develop within the City; and

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

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

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

ARTICLE I: PURPOSE AND DESCRIPTION OF PROPERTY

- 1.1. Purpose: Owner enters into this Agreement in order to obtain annexation of the Property while the City seeks to obtain partial mitigation of the impacts of annexation of the Property on the City. Owner acknowledges that City has no duty to annex the Property and that the promises of Owner contained in this Agreement are an inducement for City to do so. The term “Owner” includes any successor in interest in the Property.
- 1.2. Description of the Property: The Property is generally located on the southeast corner of W. Prairie Avenue and N. Chase Road and is more particularly described in Exhibit “A”.

ARTICLE II: STANDARDS

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

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

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

ARTICLE III. UTILITIES AND PUBLIC SERVICES

- 3.1. Water: Owner agrees to use a public water supply system for any development of the Property and to pay all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. If water service cannot be obtained from a public water supply system that has the legal authority to provide service to the Property, the Owner may seek to obtain water service from any lawful source whether public or private beginning 90 days after the date that the Owner requested water service from each public water supply system that has legal authority to serve the Property.

- 3.1.1. Water Rights: Prior to commencement of development of the Property, Owner agrees to grant, in a form acceptable to the grantee, to the public water supply system agreeing to provide water service to the Property all water rights associated with the Property in order to assure that the public water supply system has adequate water rights to supply domestic water to the Property.
- 3.2. Wastewater Reclamation: The Owner agrees to use the Post Falls Sanitary Sewer system for all development of the Property and to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested. Sanitary sewer service will be provided in accordance with rules and regulations of the City. The City does not warrant that sanitary sewer capacity will be available at the time Owner requests connection to the sanitary sewer system. If sanitary sewer capacity cannot be assured within 180 days of the date that service is requested by the Owner, the Owner is temporarily authorized to provide service by resorting to any lawful public or private alternative so long as legal requirements can be met. Upon the availability of treatment capacity, the owner agrees to disconnect from the temporary service and connect to and divert flows to the public system at Owner's sole cost. Any proposed alternative must not impair the City's ability to extend its sanitary sewer collection system to other properties.
- 3.2.1. Connection of Existing Structure to Sanitary Sewer Infrastructure: Any existing structures located on the Property at the time of this Agreement that are serviced by a septic system must be connected to the Post Falls Sanitary Sewer system or removed from the Property at the time of any development on the Property that would construct new buildings or expand the existing building(s), and the existing septic system abandoned in compliance with all legal requirements. Owner is solely responsible for the costs of connecting to the sanitary sewer and abandoning the septic system.
- 3.3. Maintenance of Private Sanitary Sewer and Water Lines: The Owner acknowledges that the City is not responsible for maintenance of any private sanitary sewer lines or water lines, including appurtenances, within the Property.
- 3.4. Size of Water and Sewer Mains: The Owner agrees that sizes for on-site water mains will be determined by the City with no reimbursement for oversizing up to and including 12" mains. The Owner agrees to provide on-site sewer lines sized to accommodate the projected flows from the Property and from any upstream property, with no reimbursement for oversizing. The Owner agrees on-site water and sewer mains will be adequately sized to provide service to the Property as determined by the entity providing water or sewer service to the Property. For water and sewer lines to be dedicated to the City, Owner agrees that the City will determine the appropriate main size based on adopted City master plans and may require the Owner to oversize the mains or to construct the mains with increased depth beyond the size/depth needed to serve the Property. If required to oversize water or sewer mains (including additional depth), the Owner may request reimbursement for oversizing costs during the subdivision or other development approval process.
- 3.5. Garbage Collection: The Owner agrees that upon the expiration of the term of any contract to provide garbage collection services to the Property, that the Owner will begin using the garbage collection service in effect with the City of Post Falls.

ARTICLE IV. PUBLIC PROPERTY DEDICATIONS

- 4.1. Rights of Way and Easements: As partial consideration for this Agreement, Owner agrees to dedicate the following grants of rights of way and easements to the City at the time of execution of this Agreement:
 - 4.1.1. By grant of easement in a form acceptable to the City, Owner will grant a 15-foot wide easement along Prairie Avenue and Chase Road to include utilities, sidewalks, and storm drainage.
 - 4.1.2. By grant of right-of-way in a form acceptable to the City, Owner will dedicate additional rights-of-way along Prairie Avenue and Chase Road. The Configuration of the rights-of-way dedication shall conform with the “Phase 1 and 2 Expansion Plan” layout that was included in the applicant’s narrative (Exhibit A-2, Page 3) that was included as part of the public hearing packet.
- 4.2. No Impact Fee for Dedication: Owner agrees that it is not entitled to any credit towards the payment of the City’s then currently adopted Impact Fees as a result of its dedication of street right way and/or easements. As such, Owner waives, on behalf of itself and its successors in interest, any and all claims it may have against the City for not granting an Impact Fee credit relating to the dedication of rights of way and easements as provided in this article. The parties agree that this Agreement is entered into in good faith by both parties and is intended to comply with Idaho Code 67-8209(4).

ARTICLE V. CONSIDERATION/FEEES

- 5.1. Owner’s Consideration: In addition to other consideration contained in this Agreement, Owner agrees to provide specific consideration to the City in the amounts and at the times specified in this Article. The sums specified are deemed by the parties to be reasonable in exchange for benefits provided by the City to the Owners’ use and development of the Property, including, but not limited to; public safety, street services, police equipment, community and traffic planning. The following consideration may be used in any manner that the City, in its sole discretion decides.
- 5.2. Annexation Fee: Prior to issuance of a permit for any development on the Property, the Owner, or their successors in interest, must pay the appropriate annexation fee in effect at the time of the issuance of the permit as adopted by the City Council by resolution.
- 5.3. No Extension of Credit: The parties, after careful consideration of the actual burdens on the City, have agreed to a specific timeline in which those burdens will occur. This Article anticipates specific payment at a specific date and is in no manner a loan of services or an extension of credit by the City.
- 5.4. Other Fees: Additionally, the Owner agrees to pay all required fees and charges including but not necessarily limited to water hook-up fee(s), water connection (capitalization) fee(s), sanitary sewer connection (capitalization) fee(s) and building permit fees and any

applicable impact fees that may be imposed. Fees referred to in this Section are established by City ordinance and/or resolution and arise independent of this Agreement.

- 5.5. City's Consideration: Upon the proper execution and recordation of this Agreement, the City will prepare for passage an annexation ordinance annexing the Property. The parties agree that until the date of publication of the annexation ordinance, no final annexation of Owners' property will occur.

ARTICLE VI. MISCELLANEOUS

- 6.1. Subdivision: The parties acknowledge that in the event the Owner desires to sell a portion of the Property rather than the Property as a whole, that a plat may be necessary. Owner agrees that in the event a plat is necessary, Owner will submit a proper subdivision plat and comply with the subdivision ordinance in effect at the time of the desired division.
- 6.2. De-annexation: Owner agrees that in the event the Owner fails to comply with the terms of this Agreement, defaults, or is otherwise in breach of this Agreement, the City may de-annex the Property and terminate utility services without objection from owners, assigns or successors in interest of such portions of the Property as the City in its sole discretion decides. Owner waives, on behalf of itself and any successors in interest, any claims it may have against the City for de-annexing the Property as allowed by this Section.
- 6.3. Owner to Hold City Harmless: The Owner further agrees it will indemnify, defend (in the City's sole option, and hold the City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's development, operation, maintenance, and use of the Property. Owner further agrees to pay City's legal costs, including reasonable attorney fees in the event this annexation is challenged in a court of law. Payment for City's legal costs will be remitted within thirty (30) days after receipt of invoice from the City for legal expenses.
- 6.4. Time is of the Essence: Time is of the essence in this Agreement.
- 6.5. Merger and Amendment: All promises and prior negotiations of the parties' merge into this Agreement and the representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements. The parties agree that this Agreement may only be amended by a written instrument that is signed by both parties. The parties agree that this Agreement will not be amended by a change in law.
- 6.6. Effect on City Code: The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution does not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.
- 6.7. Recordation: The Owner agrees this Agreement will be recorded by the City at the Owner's expense.
- 6.8. Section Headings: The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.

- 6.9. Incorporation of Recitals and Exhibits: The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- 6.10. Compliance with Applicable Laws: Owner agrees to comply with all applicable laws.
- 6.11. Withholding of Development Approvals for Violation of Agreement: Owner agrees, on behalf of itself and its successors in interest, that the City may withhold approval of subdivision, building permit, or any other development permit applications for any portion of the Property that does not comply with the requirements of this Agreement until such time as the development permit is amended to fully comply with the terms of this Agreement. Owner waives, on behalf of itself and its successors in interest, any and all claims Owner may have against the City relating to the City withholding development approvals and agrees to indemnify, defend at the City's sole option, and hold the City harmless from any and all claims from third parties relating to the City withholding development approvals as contemplated by this Section.
- 6.12. Covenants Run with the Land: The covenants contained herein to be performed by the Owner are binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land.
- 6.13. Promise of Cooperation: Should circumstances change, operational difficulties arise or misunderstandings develop, the parties agree to meet and confer at the request of either party to discuss the issue and proposed solutions. Further, each party agrees not to bring a claim, initiate other legal action or suspend performance without meeting directly with the other party regarding the subject matter of the disagreement and if the parties cannot amicably resolve the disagreement, retain a mediator, acceptable to both parties, to mediate a solution to the disagreement.
- 6.14. Severability: Should any provision of this Agreement be declared invalid by a court of competent jurisdiction the remaining provisions continue in full force and effect and must be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.
- 6.15. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 6.16. Enforcement - Attorney's Fees: Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party will be entitled to its reasonable attorney's fees and related costs of enforcement.
- 6.17. Choice of Law and Venue: The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho. The parties further agree that any lawsuit brought to enforce the terms of this Agreement must be filed in the First Judicial District of the State of Idaho in Kootenai County, Idaho and may not thereafter be removed to any other state or federal court.

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



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

June 27th, 2024

Nancy Thurwachter
Planning Administrative Specialist
nthurwachter@postfalls.gov

Re: Mountain View Bible Church (MVBC) File No ANN-23-6

The Police Department has reviewed the above listed annexation/zone request and will remain Neutral on this project. 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

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 7/16/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager

SUBJECT: 6th Avenue Stormwater Additional Services Agreement

ITEM AND RECOMMENDED ACTION:

Council reviews and authorizes the Mayor to sign the Authorization for Additional Services for the 6th Avenue Stormwater Project.

DISCUSSION:

The City owns and operates a permitted Municipal Separate Storm Sewer (MS4) system which discharges directly to the Spokane River. The MS4 permit requires the City to complete activities which will reduce pollutant loading to the river. Staff identified a section of the MS4 system which could be converted from surface water discharge to infiltrating to ground water thus reducing the overall size of the system and thereby reducing the pollutant load to the river.

The attached Additional Services Agreement will allow for finalization of the conversion design, bidding support, construction services, and public outreach to inform impacted citizens of the details of the project.

If approved, the design will be finalized and the project competitively bid. A contract for construction will be brought back for review by Council prior to award.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

NA

APPROVED OR DIRECTION GIVEN:

NA

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$71,500

BUDGET CODE:

650-468.3238.95520

ATTACHMENTS:

1. 20240529 Amendment 1

Authorization for Additional Services

The Effective Date of this Authorization is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: January 11, 2024

Owner: City of Post Falls, Idaho

Engineer: Welch Comer & Associates, Inc.

Project: 6th Avenue Stormwater

Description of Additional Services:

- The feasibility and preliminary engineering resulted in a recommended improvement option to eliminate the stormwater flow from the 6th Avenue basin (approximately 3,500 square yard roadway area). The City wishes to continue with final design, bidding and construction support services for the recommended option.

Additional Services:

Engineer will:

- Final Design:
 - o Develop stormwater design for the installation of swales on the north and south side of 6th Avenue, including curb cuts and drywells. Also develop design details for abandoning and decommissioning existing stormwater catch basins and stormwater line.
 - o Prepare a DRAFT bid package for the bid package which will include design and specifications for the stormwater improvements. Bid package agreement and technical specifications will consist of ISPWC technical specifications and City's standard construction contract requirements.
 - o Coordinate with City on stormwater permit for project.
 - o Review design and bid documents with City (90 percent).
 - o Prepare Engineer's Opinion of Cost.
 - o Finalize bid documents, incorporating City comments.
 - o Submit an electronic copy of bid package to City.
- Bidding:
 - o Prepare bid advertisement for local paper.
 - o Attend pre-bid on-site meeting with Contractors.
 - o Respond to Contractor bid questions.
 - o Issue addenda as required.
 - o Review bids and provide written recommendation of award.
- Construction:
 - o Administer construction contract.
 - o Attend pre-construction meeting.

- o Provide construction staking which will generally consist of marking the new curb cuts and the eastern and western limits of the swales on the South side of the road.
- o Attend three (3) on-site construction meetings.
- o Attend one (1) substantial completion walkthrough.
- o Review contractor submittals.
- o Prepare change orders, if necessary.
- o Prepare pay request.
- o Close out construction contract at conclusion of construction.
- Construction Resident Project Representative (RPR):
 - o Provide on-site RPR services while construction is active (estimated three weeks, full-time inspection).
 - o Complete daily reports.
 - o Verify quantities.
 - o Verify general compliance with approved plans and specifications.
- Public Outreach
 - o Contact property owners by mail to notify of the project during design.
 - o Contact property owners by door hanger and on-site contact to discuss project and potential impact (short-term and long-term) during design.
 - o Coordinate with property owners during construction to remove obstructions and discuss concerns.
- Assumptions:
 - o Irrigation design is excluded. The repair of existing irrigation system will be noted in the bid documents.
 - o Traffic control plan will be prepared by the Contractor and is excluded from this contract.
 - o Active on-site construction requiring RPR will last no more than three (3) weeks and is estimated at 40 hours per week.
 - o Project is funded with City reserves.
 - o Additional meetings are excluded but can be added as additional services.
 - o A Stormwater Pollution Prevention Plan is excluded as the project does not drain to Waters of the U.S.

Description of Modification of Payment to Engineer:

Owner shall pay Engineer for services described on an hourly based with a ceiling as follows:

Category of Services	Compensation Method	Total Compensation for Services
Final Design Phase Services	Lump Sum	\$14,700
Bidding Phase Services	Lump Sum	\$6,600
Construction Phase Services	Lump Sum	\$16,400
Construction RPR	Hourly	\$17,800
Public Outreach Services	Hourly	\$9,500
Total Amendment:		\$65,000

- The lump sum amount will be billed monthly for Engineer's Services as a portion of the total compensation, and will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
- Engineer's Standard Hourly Rates are attached as Appendix 1.
- Engineer's Reimbursable Rate Schedule is attached as Appendix 2.
- Engineer may alter the distribution of compensation between individual hourly phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
- Engineer may alter the distribution of compensation between individual lump sum phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

Agreement Summary:

Original agreement amount:	\$18,600.00
Net change for prior amendments:	\$ 0.00
This amount:	<u>\$65,000.00</u>
Adjusted Agreement amount:	\$83,600.00

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Authorization. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Post Falls

ENGINEER: Welch Comer & Associates, Inc.

By: _____

By:  _____

Print name: _____

Print name: Phil Boyd, P.E. _____

Title: _____

Title: President _____

Date Signed: _____

Date Signed: 6/24/24 _____

PM Approval  _____

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

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

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

B. Schedule:

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

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

Reimbursable Expenses Schedule

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

Letter/Legal Size Copies/Impressions (B/W)	\$0.10/page
Double Sided Letter & Legal Size Copies/Impressions (B/W)	\$0.13/page
Double Sided Letter & Legal Size Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (B/W)	\$0.20/page
Double Sided Ledger Size Copies/Impressions (B/W)	\$0.25/page
Double Sided Ledger Size Copies/Impressions (Color)	\$1.03/page
Cardstock Copies/Impressions (B/W)	\$0.31/page
Letter/Legal Cardstock Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (Color)	\$1.98/page
Color Transparency	\$2.49/page
Plot on Paper B&W (18" x 24")	\$0.90/sheet
Plot on Paper Color (18" x 24")	\$4.50/sheet
Plot on Paper B&W (18" x 27 ")	\$0.90/sheet
Plot on Paper Color (18" x 27 ")	\$4.50/sheet
Plot on Photo Paper/Mylar (18" x 27")	\$8.25/sheet
Plot on Paper B&W (22" x 34")	\$1.80/sheet
Plot on Paper Color (22" x 34")	\$9.00/sheet
Plot on Paper B&W (22" x 36")	\$1.80/sheet
Plot on Paper Color (22" x 36")	\$9.00/sheet
Plot on Paper B&W (24" x 36")	\$1.80/sheet
Plot on Paper Color (24" x 36")	\$9.00/sheet
Plot on Paper B&W (30" x 42")	\$2.70/sheet
Plot on Paper Color (30" x 42")	\$13.50/Sheet
Plot on Paper B&W (34" x 44")	\$3.30/sheet
Plot on Paper Color (34" x 44")	\$16.50/sheet
Plot on Paper B&W (36" x 48")	\$3.60/sheet
Plot on Paper Color (36" x 48")	\$18.00/sheet
Plot on Paper B&W (36" x 120")	\$9.00/sheet
Plot on Paper Color (36" x 120")	\$45.00/sheet
Mileage (auto)	\$0.585/Mile
Ortho Rectified Aerial Image	\$1,000/each
GPS Per Hour Billing	\$30.00/hour
GPS Per Hour Billing – Base and Rover	\$60.00/hour
Robotics Hourly Billing- 2 Man	\$35.00/hour
Robotics Hourly Billing – 1 Man	\$60.00/hour
Digital Level	\$15.00/hour
Water Pressure Recorder	\$35.00/day
Meals and Lodging	Per Diem Rate
Pix4D Survey Software	\$200.00/each
Virtual Surveyor Software	\$20.00/hour

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 7/16/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ethan Porter, Associate Planner

SUBJECT: Tiny Home Performance Standards Ordinance (TA-23-2)

ITEM AND RECOMMENDED ACTION:

Sign Tiny Home Performance Standards Ordinance to amend Title 18 to include a new Post Falls Municipal Code (PFMC) Section 18.24.034: Tiny Home Residential Performance Standards.

DISCUSSION:

Staff is bringing forth this Text Amendment as a follow-up from the Cottage Home Performance Standards that were adopted on February 7th, 2023. Additionally, there have been a number of workshops regarding this proposed Tiny Home Standards. Housing prices and availability have been a discussion over the past few years and staff has put together Tiny Home Performance Standards to help provide an option for diverse housing within the City. City Council approved the performance standards at the June 18, 2024 hearing.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February of 2023, the Planning Department drafted an Ordinance for Tiny Home Performance Standards. Following the draft Ordinance, staff presented the standards at a joint workshop in April 2023. Staff was directed to look nationally at how tiny homes are being utilized and what regulations the nation has used. Once the research was complete staff presented an updated tiny home workshop to City Council, concluding nationally how tiny homes are viewed and used. To get further guidance in finalizing the performance standards staff presented the findings to Planning and Zoning Commission in September 2023. April 2024, City Council heard from staff on the finalized ordinance before starting the public hearing process.

APPROVED OR DIRECTION GIVEN:

Planning and Zoning Commission recommended approval for the proposed Tiny Home Performance Standards. The Commission's motion added language to restrict Tiny Home developments to have a maximum size of five (5) contiguous acres. This has been updated within the Ordinance under Limitations subsection six (6) of the General Development Standards. City Council approved to move forward with the ordinance at the June 18, 2024 hearing.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Tiny Home Performance Standards (TA-23-2)

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT TO MUNICIPAL CODE SECTION 18.12.010 DEFINITIONS; PROVIDING FOR A NEW CODE SECTION 18.24.034 TITLED TINY HOME RESIDENTIAL PERFORMANCE STANDARDS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

WHEREAS, *after public hearing on the hereinafter provided, and after recommendation by the Planning and Zoning Commission*, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

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

SECTION 1. That Post Falls Municipal Code Section 18.12.010 is amended to add the following definitions in appropriate alphabetical order:

Green Roof: A green roof is a roof of a building that is partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. It may also include additional layers such as a root barrier and drainage and irrigation systems.

Tiny Home: Any detached residential structure (pre-manufactured or stick built) with a total living area, excluding any attached garage, of less than eight hundred (800) square feet.

SECTION 2. That a new Section 18.24.034, entitled TINY HOME RESIDENTIAL PERFORMANCE STANDARDS is added to the Post Falls Municipal Code as follows:

18.24.034: TINY HOME RESIDENTIAL PERFORMANCE STANDARDS:

A. Purpose: The purpose of this section is to: to provide housing types that are responsive to changing household demographics (e.g., retirees, small families, and young professionals); to expand opportunities for home ownership; to encourage creation of functional usable *Green Space*

in residential communities; to promote neighborhood interaction and safety through design; to encourage opportunities for infill development; and ensure that residents of such housing enjoy a high-quality environment, with permanence, stability, and access to *Green Space*.

B. Applicability: *Tiny Home* residential development is permitted in the R-2, R-3, LC and RM zoning districts. *Tiny Home* residential development is also allowed in those areas in the CCM zoning district where the approved development agreement for the property authorizes multi-family residential uses. *Tiny Homes* may also be approved with a Special Use Permit in the CCS and R-1 zoning districts.

C. General Development Standards:

1. Attached Garages:

- a. Garages on *Front Loaded Tiny Homes* and *Side Loaded Tiny Homes* cannot exceed three hundred and sixty (336) square feet in size.
- b. Garages on *Rear Loaded Tiny Homes* cannot exceed five hundred (500) square feet in size.

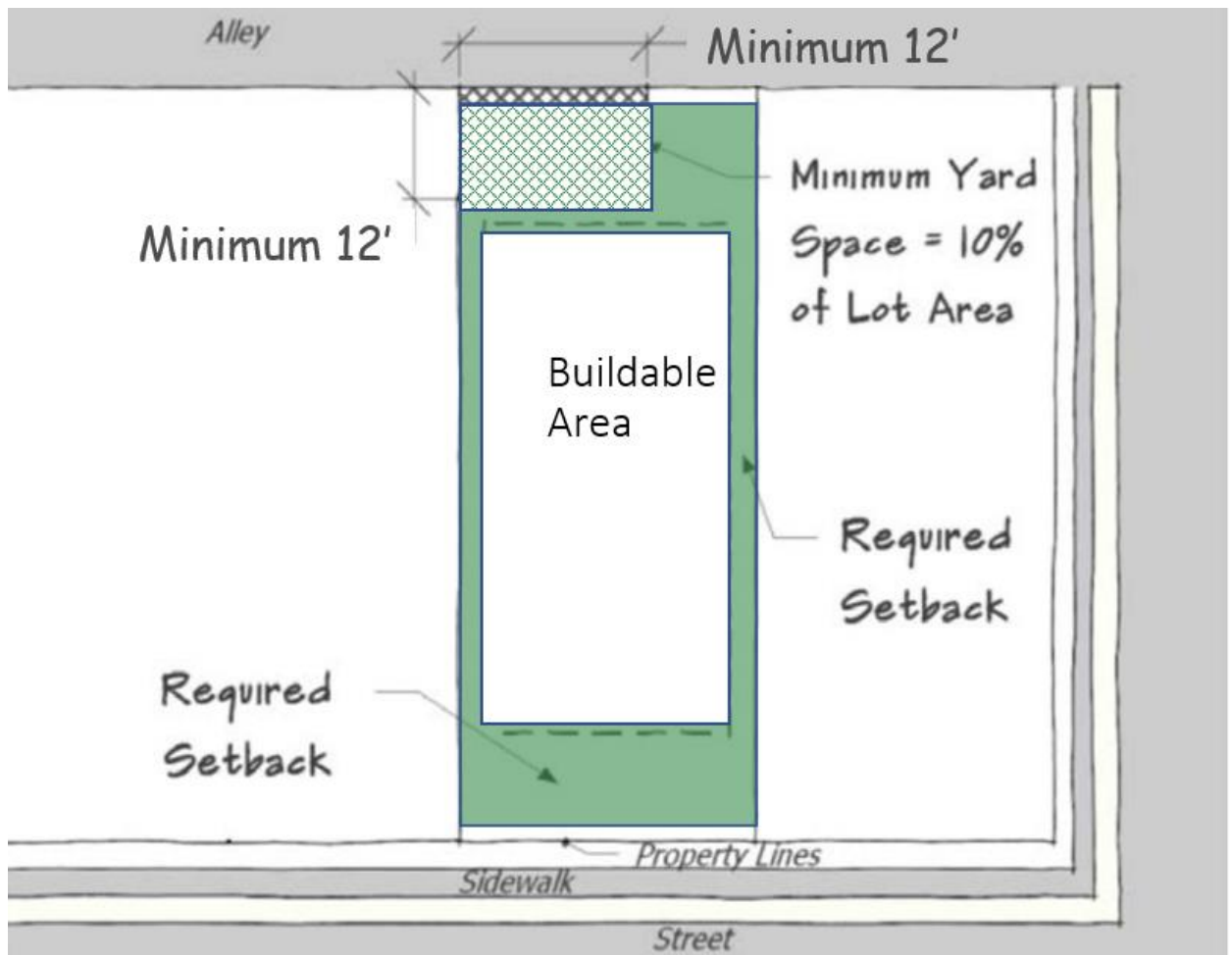
2. Architectural Design:

- a. Each *Tiny Home* must have a front porch with a minimum depth of six (6) feet. The porch must also meet the following requirements:
 - i. *Front Loaded Tiny Homes* must have a porch no less than fifty square feet (50) square feet in size.
 - ii. *Side Loaded* and *Rear Loaded Tiny Homes* must have a porch no less than eighty (80) square feet in size.
- b. Attached garages for *Front Loaded Tiny Homes* cannot exceed sixty-six (66%) of the width of the structure.
- c. *Accessory Structures* must match the architectural style of the *Tiny Home* and meet separation requirements contained in the adopted building code.
- d. Each *Tiny Home* must have a minimum of two (2) of the following building elements, features, or treatments incorporated into the front façade and street facing façade.
 - i. Windows with visible trim and mullions or recessed windows;
 - ii. Dormers/false dormers;

- iii. Bay windows;
 - iv. Gables detailing;
 - v. Architectural detailing on pillars, posts, or railings;
 - vi. Stonework or masonry;
 - vii. Minimum sixteen inch (16”) offset in building face or roof;
 - viii. Detailed door (multi-panel or glass insert) or window adjacent to front door (sidelite);
 - ix. Variation in roof or building colors and materials, on *Tiny Homes*, including but not limited to, brick, stone, or other masonry accents;
 - x. Any other building elements, treatments, features approved by the *Zoning Administrator* that provide for variety and visual interest.
- e. *Tiny Homes* containing vinyl siding cannot be within 10 feet of another structure with vinyl siding.

3. Green Space:

- a. Green Space: *Tiny Home* developments must provide five-hundred and fifty square feet (550) square feet of common *Green Space* for each *Tiny Home*. For *Tiny Homes* placed on individual *Lots*, the amount of common *Green Space* may be reduced to three-hundred and twenty-five (325) square feet. Each common *Green Space* must provide at least one pet waste clean-up station.
- b. When *Tiny Homes* are placed on individual *Lots*, each lot must provide a contiguous and usable *Yard*. This area cannot include structures, driveways, parking, or be included within common *Green Space*. Additionally, the *Yard* must:
 - i. Be located in the rear or side yard and not be within the required front yard setback;
 - ii. Be equal to at least 10% of the parcel area; and
 - iii. Have no dimension less than 12 feet or less than 10 feet for parcels smaller than 2,400 sq ft.



- c. Within common *Green Spaces* one (1) class II or III *Tree*, as outlined in the “Post Falls Tree Standards Manual,” for each seven thousand five hundred (7,500) square feet of *Green Space* is required. The species must be approved by the *Urban Forester*.
- d. Structures providing indoor recreational space (excluding office/managerial areas), with a minimum area of at least 350 square feet, with no dimension being less than 17 feet and having a floor to ceiling height of at least ten (10) feet, may be included as part of the common *Green Space* if they provide the residents any of the following activities:
 - i. Game equipment
 - ii. Work-out equipment
 - iii. Sport court facilities
 - iv. Swimming Pools

- v. Greenhouses
 - vi. Wood shop
 - vii. Or other designated project or game equipment approved by the Zoning Administrator
4. Fences: Fences are not allowed within common *Green Space* areas, unless approved by the *Zoning Administrator* to secure or enclose an amenity within the *Green Space* that creates a safety, security, or usability concern. Examples of where exemptions may be considered include; dog parks, tennis/pickleball courts, community gardens, *Swimming Pools*, etc.
5. Parking:
- a. Each *Tiny Home Dwelling Unit* must provide at least two (2) parking spaces for each *Tiny Home Unit* that meets the requirements of Section 18.24.020. For *Tiny Home* development projects up to 50% of the required parking spaces may consist of on-street parking. On-street parking spaces on a public street are community spaces and may not be assigned to a designated *Tiny Home*.
 - b. An additional .25 parking spaces must be provided in a *Parking Cluster* for each *Tiny Home* within a development of eight (8) or more units.
6. Limitations:
- a. *Tiny Home* developments can be no larger than five (5) acres of contiguous *Tiny Home* use.
- D. *Tiny Home Single-Family Performance Standards*: Single-Family *Tiny Home* development must also meet the following standards:
- 1. Minimum *Lot* area: two thousand (2,000) square feet. Corner lots shall not be narrower than twenty-five (25') feet.
 - 2. Site Design and Orientation:
 - a. Up to 50% of the vehicular access to *Tiny Homes* in a development can be *Front Loaded*. *Tiny Homes* with a detached garage placed behind the home are not considered *Front Loaded* for the purposes of this section.

- b. *Tiny Homes* are encouraged to front *Green Space*.
- c. Each *Tiny Home* must have a pedestrian path constructed of concrete or asphalt between the sidewalk and the building entry. When no sidewalk is present, then a connection must be made to the edge of private street or public right-of-way.
- d. *Tiny Home* developments with eight (8) or more *Tiny Homes* must have fifty percent (50%) of the common *Green Space* centrally located. Common *Green Space* must front a public or private street and have twenty percent (20%) of the perimeter of the *Green Space* fronting the public or private street.
 - i. Common *Green Space* must be in a separate tract or tracts and be owned and maintained by a homeowner's association (HOA). The homeowner's association's covenants must include the perpetual maintenance of all common areas, including common *Green Space* and preclude the conversion of such common areas to any other *Use*. Alternatively, the *Zoning Administrator* may approve an alternative guarantee of maintenance and limitation to *Green Space* use upon a determination that the alternative provides an equivalent guarantee that the *Green Space* will be adequately maintained.

3. Setbacks and Height Limitations:

- a. Front: Sixteen feet (16') to the *Principal Plane* and garages must comply with the Official Bulk and Placement Regulations Table in section 18.20.040 of this ordinance.
 - i. If no easement exists along the front property line, then the front setback may be reduced up to five feet (5').
 - ii. For *Front Loaded Tiny Homes*, garages must not project beyond the front porch. Additionally, the front entryway must be visible and generally parallel to the public or private street.
- b. Side: Each side yard must have a setback of at least three (3') feet and both side yards must total at least ten (10') feet.
- c. Rear:
 - i. *Front Loaded Tiny Homes*: Twelve (12') feet.
 - ii. *Rear Loaded Tiny Homes*: Twenty (20') feet.
- d. Flanking Street: Ten (10') feet; and

- e. Height: Twenty-Five (25') feet.
4. Accessory Structures: *Accessory Structures* cannot exceed the height of the primary structure and not exceed one story. Additionally. The sum of all permitted *Accessory Structures* cannot exceed seven-hundred and twenty (720) square feet with no single accessory structure greater than five hundred (500) square feet.
 5. Green Infrastructure Design Standards:
 - a. Where a minimum of twenty-five percent (25%) of the *Lots* contain green infrastructure amenities contained in this section, common *Green Space* requirements may be reduced by fifty (50) square feet for each *Dwelling Unit*.
 - i. Solar collection system used to capture solar energy, convert it to electrical or thermal power and supply electrical or thermal power primarily for on-site use via roof mounted solar arrays or modules, or solar related equipment which is intended to primarily reduce on-site consumption of utility power or fuels.
 - ii. Water harvesting barrels or downspouts.
 - iii. *Green roofs*.
 - iv. EV Charging Stations.
 - b. When at least 75% of the common *Green Space* utilizes *Xeriscaping* meeting the requirements of Section 18.24.080(E) the common *Green Space* requirements may be reduced by fifty (50) square feet for each *Dwelling Unit*.
 6. Fences: Fences on individual *Lots* must comply with 18.24.020 (K).
- E. Tiny Home Multi-Family Performance Standards: Multi-family development of three (3) or more *Tiny Homes* on a single *Lot* must utilize the site plan review process in Section 18.20.130 of this Title, and must also conform to the following standards:
1. Separation: All *Tiny Homes* must meet the separation requirements in the adopted building code without the use of additional fire rated materials.
 2. Site Size, Design and Orientation:
 - a. Vehicular access to the *Tiny Home* must be from the rear or side, unless approved through a Special Use Permit.

- b. *Tiny Homes* are encouraged to front *Green Space*.
 - c. Each *Tiny Home* must have a pedestrian path constructed of concrete or asphalt between the sidewalk and the building entry. If no sidewalk is present, then a connection must be made to the edge of private street or public right-of-way.
3. Setbacks and Height Limitations: The following setbacks from exterior property lines of the multi-family development are as follows:
- a. Front: Twenty feet (20');
 - b. Side: Ten feet (10');
 - c. Rear: Ten feet (10');
 - d. Flanking Street: Twenty feet (20'); and
 - e. Height: Twenty-five feet (25').
4. Green Space: The required *Green Space* must comply with the requirements of Section 18.24.030 D.7. of this Title but do not qualify for density bonuses.
5. Green Infrastructure Design Standards: Where green infrastructure amenities are provided and selected from the following list, common *Green Space* requirements may be reduced by fifty (50) square feet per *Tiny Homes*.
- a. Electrical vehicle (EV) charging stations at a minimum of one (1) station per twenty-five (25) *Tiny Homes*.
 - b. Solar collection system used to capture solar energy, convert it to electrical or thermal power and supply electrical or thermal power primarily for on-site use via roof mounted solar arrays or modules, or solar related equipment which is intended to primarily reduce on-site consumption of utility power or fuels.
 - c. Apply *Xeriscaping* on at least 50% of the open space meeting the requirements of Section 18.24.080(E) located in community or Green Space areas.
6. Access, Driveways, Parking, and Garages: The *Zoning Administrator* may consider consolidated parking structures under the site plan review process.
7. Refuse: All outside storage areas and solid waste storage areas must meet the requirements of Post Falls Municipal Code Section 18.24.040(C). Adequate access must be provided

for collection of solid waste. The *Zoning Administrator* may approve alternative methods of screening if the proposed screening is at least as effective at screening the storage areas from view as the requirements of this section.

SECTION 4. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid, or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 6. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on _____, 2024.

APPROVED, ADOPTED and SIGNED this day of , 2024.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR AMENDMENT TO MUNICIPAL CODE SECTION 18.12.010 DEFINITIONS; PROVIDING FOR A NEW CODE SECTION 18.24.034 TITLED TINY HOME RESIDENTIAL PERFORMANCE STANDARDS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which amends the code to define "Green Roof" and "Tiny Home" and adds a new section for tiny home performance standards covering garage size, design, green space, and parking in specific zones; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of July, 2024.

_____/s/_____
Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which amends the code to define "Green Roof" and "Tiny Home" and adds a new section for tiny home performance standards covering garage size, design, green space, and parking in specific zones, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this day of , 2024.

Field K. Herrington, City Attorney

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 7/16/2024

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner, Finance Director
SUBJECT: Fiscal year 2025 Budget Resolution

ITEM AND RECOMMENDED ACTION:

Fiscal Year 2025 Budget Resolution

DISCUSSION:

Staff is recommending approval of the fiscal year 2025 budget resolution. This resolution is the high watermark to kick off the budget process. This resolution is the highest amount and is used for advertising purposes.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Budget workshops

APPROVED OR DIRECTION GIVEN:

Approve, as presented.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

TBD

BUDGET CODE:

ATTACHMENTS:

1. Legal Notice FY 2025

NOTICE OF PUBLIC HEARING
PROPOSED BUDGET FOR CITY OF POST FALLS
FOR THE FISCAL YEAR 2024 - 2025

Notice is hereby given that the City Council of Post Falls will hold a public hearing for consideration of the proposed budget for the fiscal period October 1, 2024 to September 30, 2025 pursuant to the provisions of Section 50-1002, Idaho Code, said hearing to be held at Post Falls City Hall, 408 North Spokane St, Post Falls, Idaho, at 6 PM on August 20th, 2024. At said hearing interested persons may appear and show cause, if any they have, why said proposed budget should or should not be adopted. A copy of the proposed budget is available for inspection at City Hall weekdays between the hours of 8 a.m. and 5 p.m. on regular business days.

PROPOSED EXPENDITURES

	Actual FY 22-23	Budgeted FY 23-24	Proposed FY 24-25
GENERAL FUND:			
MAYOR/COUNCIL	\$ 206,067	\$ 283,066	\$ 302,089
IS DEPARTMENT	\$ 610,795	\$ 486,437	\$ 524,346
GENERAL SERVICES	\$ 300,896	\$ 571,161	\$ 547,926
FINANCE	\$ 1,208,939	\$ 1,209,895	\$ 1,278,105
CITY CLERK	\$ 106,398	\$ 136,647	\$ 140,435
LEGAL SERVICES	\$ 916,524	\$ 1,048,157	\$ 967,963
CABLE FRANCHISE	\$ 152,396	\$ 159,369	\$ 218,095
HUMAN RESOURCES	\$ 307,448	\$ 235,506	\$ 238,082
POLICE	\$ 8,734,698	\$ 10,184,086	\$ 10,338,790
OASIS	\$ 171,737	\$ 124,792	\$ 141,766
LIBRARY DEPARTMENT	\$ -	\$ -	\$ -
ANIMAL CONTROL	\$ 191,067	\$ 212,829	\$ 211,726
STREET	\$ 3,460,929	\$ 10,208,695	\$ 8,064,576
PUBLIC WORKS	\$ 7,317	\$ 19,480	\$ 21,030
FACILITY MAINTENANCE	\$ 351,288	\$ 444,125	\$ 377,964
FLEET MAINTENANCE	\$ 1,290,890	\$ 3,806,338	\$ 2,229,128
GIS	\$ 238,916	\$ 254,011	\$ 256,907
URBAN FORESTRY	\$ 329,518	\$ 540,277	\$ 323,877
CEMETERY	\$ 395,313	\$ 382,800	\$ 330,422
PARKS	\$ 2,591,472	\$ 4,447,656	\$ 2,738,366
RECREATION	\$ 1,010,620	\$ 1,185,816	\$ 1,217,119
PLANNING & ZONING	\$ 332,071	\$ 764,168	\$ 442,694
BUILDING INSPECTOR	\$ 751,761	\$ 804,011	\$ 862,398
CITY ENGINEER	\$ 723,941	\$ 878,198	\$ 855,000
COMMUNITY DEVELOPMENT ADMIN	\$ 304,518	\$ 310,528	\$ 253,622
STREET LIGHTS	\$ 633,451	\$ 650,000	\$ 640,000
CAP IMPROVEMENT/OTHER	\$ 8,498,958	\$ 1,331,114	\$ 1,864,911
PERSONNEL POOL	\$ 4,166,059	\$ 4,293,802	\$ 7,038,400
TRANSFERS OUT	\$ 4,602,571	\$ -	\$ -
SUBTOTAL-GF DEPT EXPEND	\$ 42,596,557	\$ 44,972,962	\$ 42,425,735
PERSONNEL POOL	\$ 4,274,591	\$ 4,712,500	\$ 5,049,400
ANNEXATION FEE ACCOUNT	\$ 1,640,510	\$ 4,640,000	\$ 1,720,000
SUBTOTAL-DED GF ACCOUNTS	\$ 5,915,100	\$ 9,352,500	\$ 6,769,400
TOTAL GENERAL FUND	\$ 48,511,658	\$ 54,325,462	\$ 49,195,135
SPECIAL REVENUE FUNDS:			
COMP LIABILITY INSURANCE	\$ 304,435	\$ 337,326	\$ 403,409
STREET LIGHTS	\$ 132,044	\$ -	\$ -
911 SUPPORT	\$ 447,414	\$ 2,956,749	\$ 2,409,461
DRUG SEIZURE	\$ 111,697	\$ 168,000	\$ 168,000
HUD LOANS	\$ -	\$ -	\$ -
SPECIAL EVENTS	\$ 27,409	\$ 52,820	\$ 73,470
CEMETERY CAPITAL IMPROVEMENT	\$ -	\$ 202,500	\$ 250,000
TOTAL SPECIAL REV FUND EXPEND	\$ 1,023,000	\$ 3,717,395	\$ 3,304,340
CAPITAL PROJECTS FUNDS:			
FACILITY RESERVE ACCOUNT	\$ 653,467	\$ 7,900,000	\$ 12,320,000
PUBLIC SAFETY IMPACT FEES	\$ 1,035,991	\$ 2,355,000	\$ 2,205,000
STREETS IMPACT FEES	\$ 2,835,080	\$ 3,623,648	\$ 3,100,000
PARKS IMPACT FEES	\$ 2,715,869	\$ 3,760,000	\$ 3,630,000
KOOTENAI FIRE/EMS IMPACT FEES	\$ 591,698	\$ 2,000,000	\$ 1,000,000
FALLS PARK	\$ -	\$ -	\$ -
STREET CAPITAL IMPROVEMENTS	\$ 21,370	\$ -	\$ -
TOTAL CAPITAL PROJECTS FUND EXP.	\$ 7,853,475	\$ 19,638,648	\$ 22,255,000

DEBT SERVICE FUNDS:			
LID 96-1 DEBT SERVICE	\$ -	\$ -	\$ -
LID 99-1 DEBT SERVICE	\$ -	\$ -	\$ -
LID 2004-1 DEBT SERVICE	\$ -	\$ -	\$ -
LID GUARANTEE	\$ -	\$ -	\$ -
LID 91-1 DEBT SERVICE	\$ -	\$ -	\$ -
TOTAL DEBT SERVICE FUND EXP.	\$ -	\$ -	\$ -

ENTERPRISE FUNDS:			
SEWER (OPERATING)	\$ 20,043,332	\$ 19,957,890	\$ 35,299,213
SEWER (COLLECTIONS)	\$ 479,332	\$ 1,906,917	\$ 2,295,307
SEWER (RECYCLED WATER)	\$ 8,741	\$ 498,805	\$ 498,366
SEWER (SURFACE WATER)	\$ 219,317	\$ 592,328	\$ 473,636
SEWER CONST - WWTP	\$ 196,477	\$ 8,076,275	\$ 6,366,109
SEWER CONST - COLLECTORS	\$ -	\$ 29,135,000	\$ 22,545,000
STORM WATER	\$ -	\$ -	\$ -
SANITATION	\$ 4,127,851	\$ 3,688,815	\$ 4,711,427
WATER (OPERATING)	\$ 3,170,328	\$ 5,780,614	\$ 6,777,803
WATER CONSTRUCTION	\$ -	\$ 4,037,154	\$ 5,685,000
TOTAL ENTERPRISE FUND EXP.	\$ 28,245,378	\$ 73,673,797	\$ 84,651,861

TOTAL ALL FUND EXPENDITURES \$ 85,633,511 \$ 151,355,302 \$ 159,406,336

PROPOSED REVENUES/FUNDING RESOURCES

GENERAL FUND:			
PROPERTY TAX REVENUE	\$ 13,466,423	\$ 15,132,447	\$ 16,370,551
OTHER REVENUE	\$ 21,421,219	\$ 21,687,669	\$ 16,685,352
OTHER FINANCING SOURCES	\$ 2,425,551	\$ 1,970,331	\$ 2,052,921
FUND BALANCE REBUDGETED	\$ -	\$ 6,182,516	\$ 7,316,911

GENERAL FUND DEDICATED ACCOUNTS:			
OTHER REVENUE	\$ 470,302	\$ 655,000	\$ 375,000
OTHER FINANCING SOURCES	\$ 4,121,000	\$ 4,557,500	\$ 4,894,400
FUND BALANCE REBUDGETED	\$ -	\$ 4,140,000	\$ 1,500,000
TOTAL GENERAL FUND RESOURCES	\$ 41,904,495	\$ 54,325,462	\$ 49,195,135

SPECIAL REVENUE FUNDS:			
PROPERTY TAX REVENUE	\$ 170,000	\$ 170,000	\$ 170,000
OTHER REVENUE	\$ 1,176,738	\$ 362,608	\$ 528,470
OTHER FINANCING SOURCES	\$ 174,927	\$ 171,300	\$ 172,731
FUND BALANCE REBUDGETED	\$ -	\$ 2,743,487	\$ 2,433,139
TOTAL SPEC. REV. FUND RESOURCES	\$ 1,521,665	\$ 3,447,395	\$ 3,304,340

CAPITAL PROJECTS FUNDS:			
OTHER REVENUE	\$ 5,371,702	\$ 4,315,000	\$ 3,265,000
OTHER FINANCING SOURCES	\$ 12,487,842	\$ -	\$ -
FUND BALANCE REBUDGETED	\$ -	\$ 15,323,648	\$ 18,990,000
TOTAL CAPITAL PROJECTS RESOURCES	\$ 17,859,544	\$ 19,638,648	\$ 22,255,000

DEBT SERVICE FUNDS:			
OTHER REVENUE	\$ 12,199	\$ -	\$ -
OTHER FINANCING SOURCES	\$ 532	\$ -	\$ -
FUND BALANCE REBUDGETED	\$ -	\$ -	\$ -
TOTAL DEBT SERVICE RESOURCES	\$ 12,731	\$ -	\$ -

ENTERPRISE FUNDS:			
OPERATING REVENUES	\$ 31,941,588	\$ 21,916,554	\$ 26,730,574
CONTRIBUTED CAPITAL/CAP FEES	\$ 6,024,534	\$ 6,550,000	\$ 5,550,000
OTHER FINANCING SOURCES	\$ 14,079,920	\$ 8,674,920	\$ 9,490,525
FUND EQUITY REBGTD./BOND	\$ -	\$ 36,532,323	\$ 42,880,762
TOTAL ENTERPRISE FUND RESOURCES	\$ 52,046,042	\$ 73,673,797	\$ 84,651,861

TOTAL ALL ESTIMATED RESOURCES \$ 113,344,477 \$ 151,085,302 \$ 159,406,336

I, Jason Faulkner, City Treasurer for the City of Post Falls, Idaho, do hereby certify that the above is a true and correct statement of the proposed expenditures and revenues for the fiscal year 2024-2025, all of which have been tentatively approved by the City Council and entered at length in the Journal of Proceedings. Publication dates for the notice of public hearing are July 22, 2024 in the "CDA Press."

Dated July 11th, 2024

City Treasurer

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 7/16/2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jaxon Fleshman, Project Manager

SUBJECT: 12th Avenue Forcemain – Over Excavation Change Order #4

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign Change Order #4 for the over excavation along the 12th Avenue Forcemain project.

DISCUSSION:

The 12th Avenue Forcemain project began with potholing of known existing utilities to identify potential conflicts along the force main alignment. Many of the existing depths of known utilities were found to be lower or higher by significant margins. Because of these conflicts, options were explored to go over, under, or in between the existing utilities. Code requirements and constructability concerns limited solutions to a sole option of going underneath.

To avoid a project shutdown, additional delays, and increased costs, a Work Change Directive was issued to the contractor outlining the necessary modifications to the project. Under the contract, this entitles the contractor to either a fair adjustment in contract time and price, to conduct the work on a time and materials basis, or to further pursue an escalated claim with the City. City staff have worked closely with the contractor to negotiate a fair and mutually agreeable price and time adjustment.

The stretch of pipe that will be installed deeper than called for in the plans is approximately 1700 feet. The original quantity of over-excavation (trenching beyond normal depth) on the project was specified in the bid documents to be 100 feet. Significant changes to quantities give the contractor the right to renegotiate a unit price; this change is significant at 17 times the bid quantity. The contractor presented actual costs and proposed a new price per foot of \$78.54, compared to the original unit price of \$20.00 per foot. Other bids for this type of work averaged \$119.56. The increase in cost is primarily related to the decrease in efficiency with the crew having to work deeper.

The increased depth coupled with poor soil conditions are causing ditches to be wider, which will ultimately affect the amount of asphalt used for surface repair, as well as additional traffic control. The replacement of undermined curbing to allow installation of air-relief structures, also at a greater depth, is also a part of this change order.

The last component of this change order is to accommodate an existing Avista gas line. Because of the soil conditions and wider trench, this line now needs to be supported and re-bedded with Avista approved material. Avista is providing that bedding material for the project at no charge, but the contractor is owed compensation for the additional work not included in the project documents.

The additional asphalt, traffic control, Avista gas line work, and curbing replacement, are all being treated as line items, and tracked so that in the event conditions improve, overall cost should decrease.

The contractor is requesting a total of \$283,730.00 and 21 days added to the project. Staff have reviewed the contractor's proposal and find it to reasonably reflect the increased costs of the actual work to be performed. Staff therefore recommend the approval of this change order. This action will provide certainty for the City and the contractor and resolve the issue in a timely and amicable manner.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

March 19, 2024, 12th Ave Force Main Phase 1 – Recommendation of Award

APPROVED OR DIRECTION GIVEN:

Prior element of this project was approved by the City Council.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for this Agreement will come from the 12th Ave Force Main Budget. The original contract amount approved by council was \$1,247,420.00. An additional 10% contingency in the amount of \$124,742.00 was also approved. To date there have been 3 change orders that have totaled \$60,025, or approximately 48% of the original contingency. We request that the change order amount of \$283,730.00, be awarded in addition to the remaining contingency. City staff expect the remaining contingency will suffice to carry the project to completion. The project remains well below the engineer's original estimate of \$3,057,882.

BUDGET CODE:

652-463.3228.95520

ATTACHMENTS:

1. CO_04_OverDepthFlagging_ForCity
2. Council Agenda - July 2024 (12th Ave FM) Over Excavation Change Order

Change Order No. 4

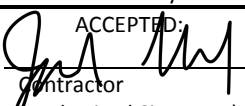
Date of Issuance:	7/2/24	Effective Date:	7/16/24
Owner:	City of Post Falls	Owner's Contract No.:	
Contractor:	Sonray Enterprises	Contractor's Project No.:	
Engineer:	Keller Associates	Engineer's Project No.:	221073-000
Project:	12 th Avenue Collections Project, Phase 2A	Contract Name:	12 th Avenue Collections, Phase 2A

The Contract is modified as follows upon execution of this Change Order:

Description: Incorporates WCD 04 and subsequent negotiations to establish a new unit price for SP-1000, add an hourly traffic control flagging rate, add replacement of curb and gutter, and add surface restoration to the contract due to existing soil conditions and actual vertical force main alignment plans.

Attachments: CO 04 Item Summary/Breakdown; WCD 04

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 1,247,420.00	Original Contract Times: 90 calendar days Substantial Completion: 8/26/2024 Ready for Final Payment: 9/25/2024 (30 days after substantial) days or dates
(Increase) [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ 60,025.00	(Increase) [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: 6 calendar days Ready for Final Payment: No Change (30 days after substantial) days
Contract Price prior to this Change Order: \$ 1,307,445.00	Contract Times prior to this Change Order: Substantial Completion: 9/1/2024 Ready for Final Payment 10/2/2024 days or dates
(Increase) [Decrease] of this Change Order: \$ 283,730.00	(Increase) [Decrease] of this Change Order: Substantial Completion: 21 calendar days Ready for Final Payment: No Change days or dates
Contract Price incorporating this Change Order: \$ 1,591,175.00	Contract Times with all approved Change Orders: Substantial Completion: 9/23/2024 Ready for Final Payment: 10/23/2024 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u>	By: _____	By: <u></u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title: _____	Title: Member
Date: 7/2/24	Date: _____	Date: 07/03/2024
Approved by Funding Agency (if applicable)		
By: _____	Date: _____	
Title: _____		

Modified from EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee. 00 94 63 - Page 1 of 1



Change Order 04 Summary/Breakdown

7825 Meadowlark Way, Coeur d'Alene, ID 83815 / 208.762.8787

PROJECT:		City of Post Falls-12th Ave Force Main			DATE:		2-Jul-24	
DESCRIPTION:		Change Order 04						
PROJECT NAME:		12th Avenue Collection Project-Phase 2A						
PROJECT NUMBER:		07-24-040						
ISPWC BID ITEM NO.	DESCRIPTION	SCHEDULE OF VALUES						
		QTY	UNIT	UNIT PRICE	TOTAL COST			
307.4.1.G.1	TYPE "P" SURFACE RESOTRATION (MAJOR COLLECTOR)	3,000	SY	\$ 28.00	\$	84,000.00		
SP-100	OVER DEPTH PIPE INSTALLATION	(100)	LF	\$ 20.00	\$	(2,000.00)		
SP-900	POTABLE AND NPWL SEPARATION CASING	(160)	LF	\$ 150.00	\$	(24,000.00)		
CO 04 (SP-100)	OVER DEPTH PIPE INSTALLATION	1,700	LF	\$ 78.54	\$	133,518.00		
	OVER DEPTH PIPE INSTALLATION - AVISTA GAS	1,700	LF	\$ 12.56	\$	21,352.00		
CO 04.01	REPLACE CURB AND GUTTER BY 40-FT SECTION	120	LF	\$ 90.50	\$	10,860.00		
CO 04.02	ADDITIONAL FLAGGING FOR OVER DEPTH INSTALLATION	1,200	HR	\$ 50.00	\$	60,000.00		
Change Order 02 Total					\$	283,730.00		

Work Change Directive No. 4

Date of Issuance: 6/20/2024

Effective Date: 6/20/2024

Owner: City of Post Falls

Owner's Contract No.:

Contractor: Sonray Enterprises

Contractor's Project No.:

Engineer: Keller Associates

Engineer's Project No.: 218169-000

Project: 12th Ave Collections Project, Phase 2A

Contract Name:

Contractor is directed to proceed promptly with the following change(s):

2A

Background: Based on photobid utility crossing information obtained by the Contractor between STA 192+50 to 209+30, Contractor must install the dual force mains in an "over depth" condition, as defined by SP-1000. As bid, the project projected up to 100 LF of Item SP-1000. Actual conditions may result in up to 1,700 LF of SP-1000 installation. Additionally, based on conditions encountered at depths less than SP-1000 installation depths near STA 211+000, caving soil conditions have and will continue to impact the existing Avisia gas line and excavation footprint, requiring additional hauling of bedding material and labor and equipment to reinstall the gas utility per Avisia's requirements. The increased depth of the trench will necessitate additional surface repair due to a corresponding trench width increase. Further, additional traffic control flagging during over-depth installation will be necessary.

Change: The Contractor is directed to install the force mains at the depths shown on the attached drawings and to take appropriate actions to protect and restore other utilities impacted by the work, including Avisia's gas line. The Contractor must also provide appropriate traffic control for this modified work, including updating the traffic control plan and utilizing flaggers where appropriate.

The asphalt surface repair quantity will increase by approximately 3,000 square yards due to these conditions.

Compensation and Time: The contractor has proposed adjustments to the unit price and estimated a production rate for over depth installation and for the traffic control associated with these changes. The unit prices in the contractor's bid and the contractors proposal and production estimate will serve as the initial basis for the negotiation of changes to the contract price and/or time associated with this Work Change Directive. The estimated production rate reduction results in an estimated additional 21 calendar days due at this time.

Attachments: Annotated Plan Sheets C-244-248, Contractor Estimate

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 315,400.00

Contract Time 21 days

Basis of estimated change in Contract Price:

☐ Lump Sum

☐ Cost of the Work

☒ Unit Price

☐ Other

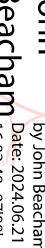
RECOMMENDED:

By:



Engineer (Authorized Signature)

By:


John Beacham
Owner (Authorized Signature)

Signature)

By:


John Beacham
Contractor (Authorized Signature)

Signature)

Title: Project Manager

Date 6/21/24

Title: Public Works Director

Date 6/21/24

Title: Member

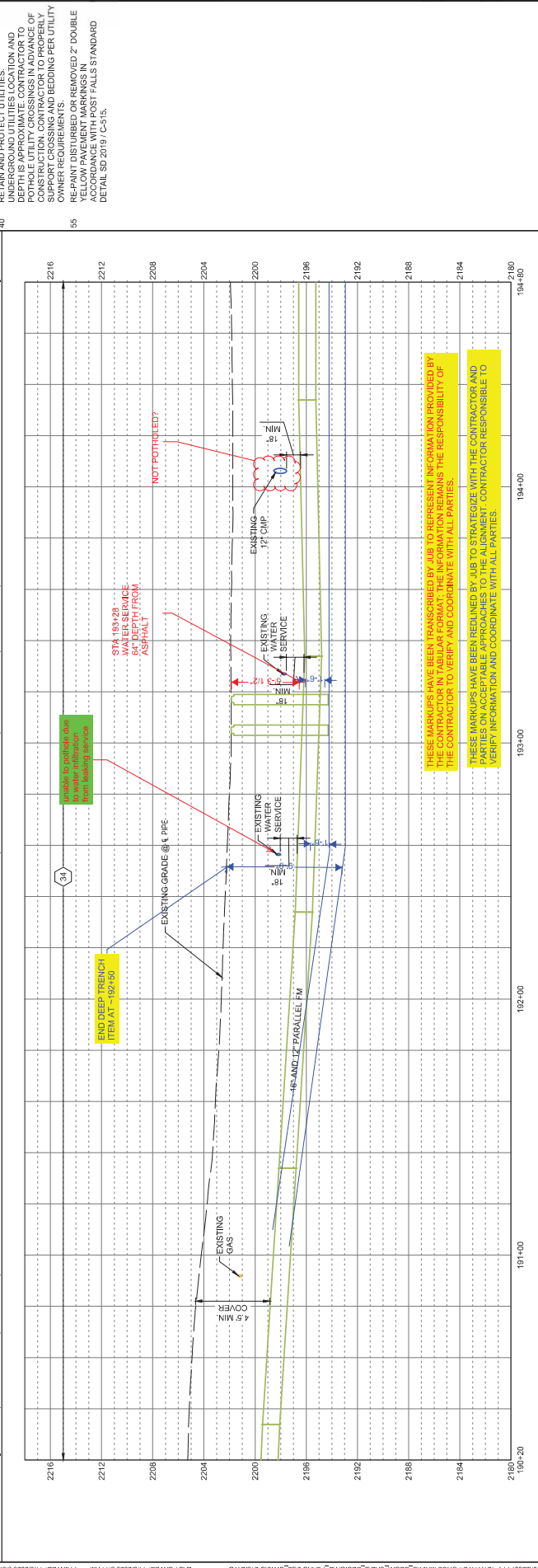
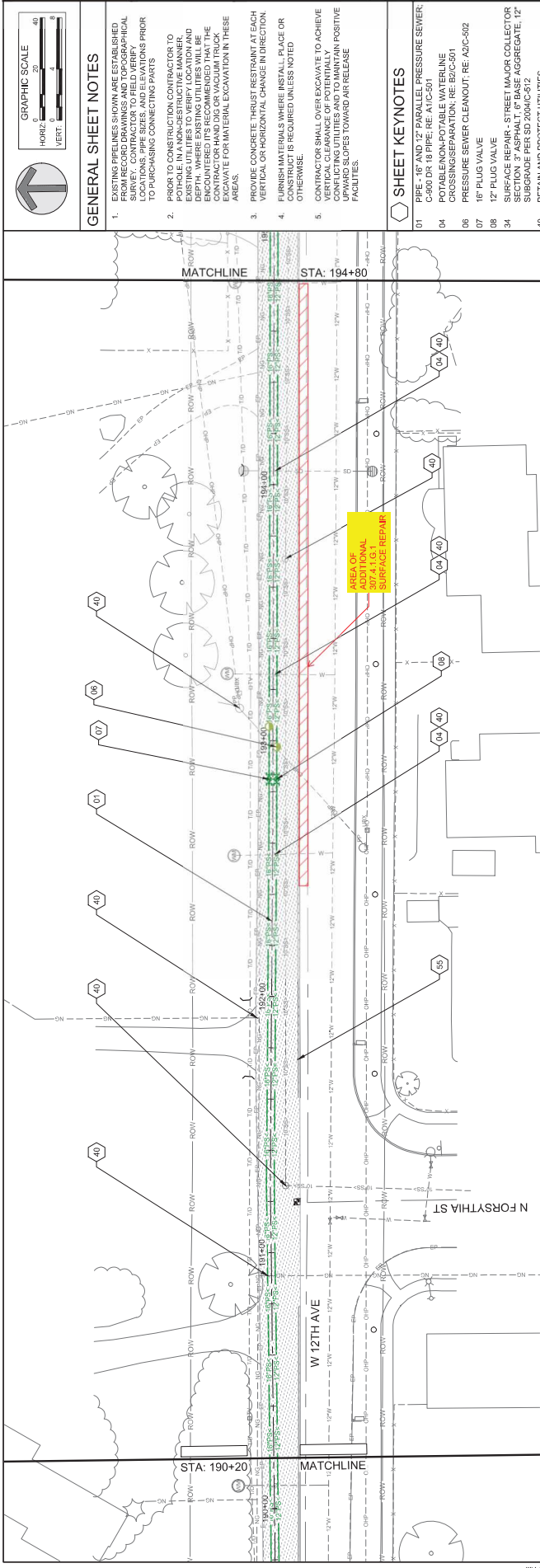
Date: 06/21/2024

Approved by Funding Agency (if applicable)

By:

Date:

Title



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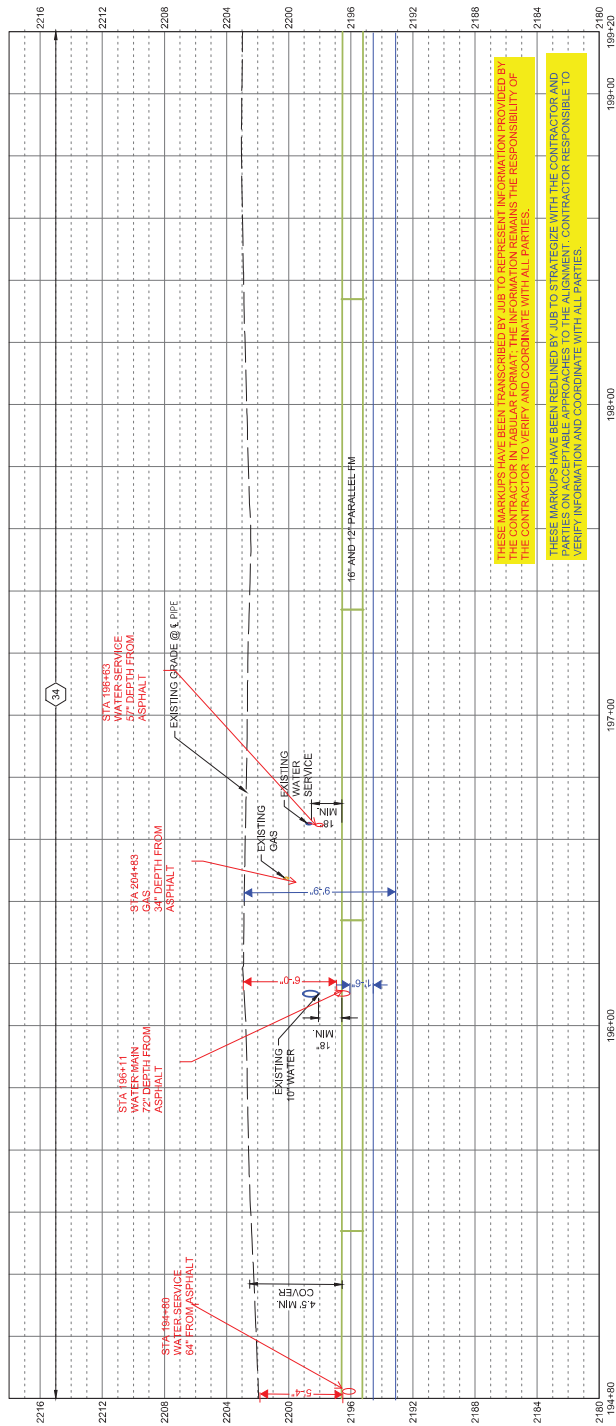
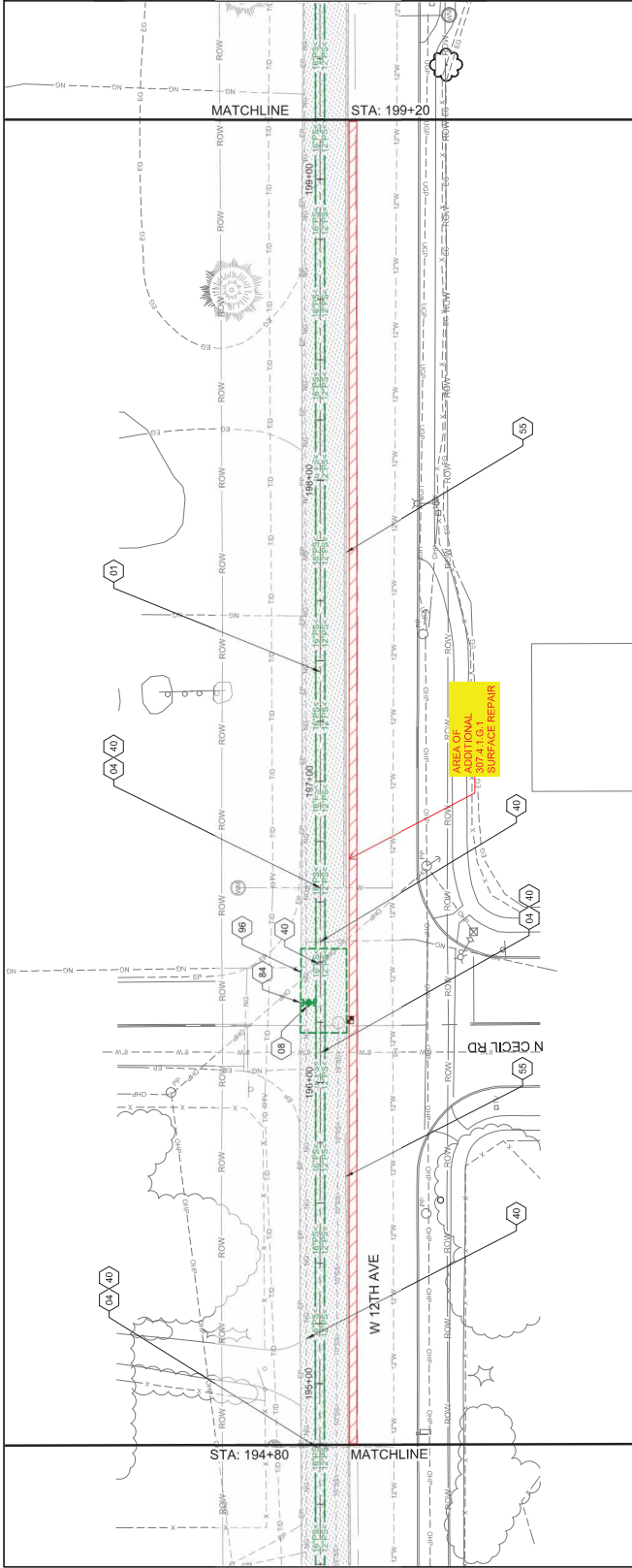
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GENERAL SHEET NOTES

- EXISTING PIPELINES SHOWN ARE ESTABLISHED FROM RECORD DRAWINGS AND TOPOGRAPHICAL SURVEY. CONTRACTOR TO FIELD VERIFY LOCATIONS PRIOR TO PURCHASING CONNECTING PARTS.
- PRIOR TO CONSTRUCTION CONTRACTOR TO EXCAVATE EXISTING CONCRETE TO FIELD VERIFY LOCATION AND DEPTH. UTILITIES TO BE EXCAVATED WILL BE IDENTIFIED BY CONTRACTOR OR HAND DIG OR VACUUM TRUCK. EXCAVATE FOR MATERIAL EXISTING IN THESE AREAS.
- PROVIDE CONCRETE THRUST RESTRAINT AT EACH VERTICAL OR HORIZONTAL CHANGE IN DIRECTION.
- FURNISH MATERIALS WHEN INSTALLED. PLACE OR CONSTRUCT IS REQUIRED UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL OVER EXCAVATE TO ACHIEVE FULL CLEARANCE OF POTENTIALLY EXISTING UTILITIES. EXCAVATE TO POSITIVE UPWARD SLOPES TOWARD AIR RELEASE FACILITIES.

SHEET KEYNOTES

- | | |
|----|--|
| 01 | PIPE: 16" AND 12" PARALLEL, PRESSURE SEWER |
| 02 | C-900 DR 18 PIPE; RE A1C-201 |
| 03 | POTABLE NON-POTABLE WATERLINE |
| 04 | CROSSING SEPARATION: RE B9C-501 |
| 05 | PRESSURE SEWER CLEANOUT: RE A2C-402 |
| 06 | 16" PLUG VALVE |
| 07 | 16" PLUG VALVE |
| 08 | SURFACE REINFORCEMENT STREET MAJOR COLLECTOR |
| 09 | CONCRETE REINFORCEMENT BASE AGGREGATE, 12" |
| 10 | SUBGRADE PER PER 2004C-312 |
| 11 | RETAIN AND PROTECT UTILITIES |
| 12 | UNDERGROUND UTILITIES LOCATION AND |
| 13 | PROTECT UTILITIES |
| 14 | POTABLE UTILITY CROSSINGS IN ADVANCE OF |
| 15 | CONSTRUCTION, CONTRACTOR TO PROPERLY |
| 16 | SUPPORT CROSSING AND BEDDING PER UTILITY |
| 17 | REQUIREMENTS |
| 18 | RELIANT DESTROYED OR REMOVED 2" DOUBLE |
| 19 | PAVEMENT MARKINGS IN |
| 20 | ACCORDANCE WITH POST FALLS STANDARD |
| 21 | DETAIL SD 2019/1 C-515. |



THESE MARKUPS HAVE BEEN TRANSCRIBED BY JUB TO REPRESENT INFORMATION PROVIDED BY THE CONTRACTOR IN TABULAR FORMAT; THE INFORMATION REMAINS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY AND COORDINATE WITH ALL PARTIES.

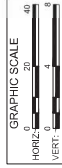
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GENERAL SHEET NOTES

1. EXISTING PIPES SHOWN ARE ESTABLISHED FROM RECORD DRAWINGS AND TOPOGRAPHICAL SURVEY. CONTRACTOR TO FIELD VERIFY EXISTING UTILITIES PRIOR TO PURCHASING CONTRACTING PARTS.
2. PRIOR TO CONSTRUCTION CONTRACTOR TO PUNCH HOLE IN EXISTING CONCRETE TO VERIFY EXISTING UTILITIES TO VERIFY LOCATION AND DEPTH. WHERE EXISTING UTILITIES WILL BE EXPOSED, CONTRACTOR SHALL PROTECT THEM. CONTRACTOR SHALL DIG OR WALKOUT TRACES TO EXCAVATE FOR MATERIAL EXPOSED IN THESE AREAS.
3. PROVIDE CONCRETE THRUST RESTRAINT AT EACH HORIZONTAL OR VERTICAL CHANGE IN DIRECTION OF PIPE.
4. FURNISH MATERIALS WHERE INSTALL IN PLACE OR CONSTRUCT IS REQUIRED UNLESS NOTED OTHERWISE.
5. CONTRACTOR SHALL OVER EXCAVATE TO ACHIEVE FULL CLEARANCE OF POTENTIALLY CONFLICTING UTILITIES AND TO MAINTAIN POSITIVE SLOPES TO ADJACENT PROPERTIES TOWARD A RELEASE FACILITIES.

SHEET KEYNOTES

- | | |
|----|--|
| 01 | PIPE, 18" AND 12" PARALLEL, PRESSURE SEWER,
C400, DR 18" AND 12", A/C=501 |
| 04 | POTABLE NON-POTABLE WATERLINE
CROSSING SEPARATION, RE B2C=501 |
| 08 | 12" PLUG VALVE |
| 34 | SURFACE REPAIR - STREET MAJOR COLLECTOR
SECTION 3" ASPHALT, 8" BASE AGGREGATE, 12"
SUBGRADE PER SD 2004C=312 |
| 40 | RETAIN AND PROTECT UTILITIES.
UNDERGROUND UTILITIES LOCATION AND DEPTH
IS TO BE DETERMINED BY THE CONTRACTOR.
UTILITY CROSSING ADVANCE OF
CONSTRUCTION CONTRACTOR TO PROPERLY
SUPPORT CROSSING AND BEDDING PER UTILITY
OWNER REQUIREMENTS. |
| 55 | PAVEMENT DISTURBED OR REMOVED 2" DOUBLE
YELLOW PAVEMENT MARKINGS IN ACCORDANCE
WITH POST HALLS STANDARD DETAIL SD 2019
C=515. |
| 84 | INSTALL 1" METALLIC JOINT CAP |
| 96 | INTERFERENCE CONNECTION FOR FUTURE
TERMINATE, RE C2C=502 |



D.	REVISIONS	DATE

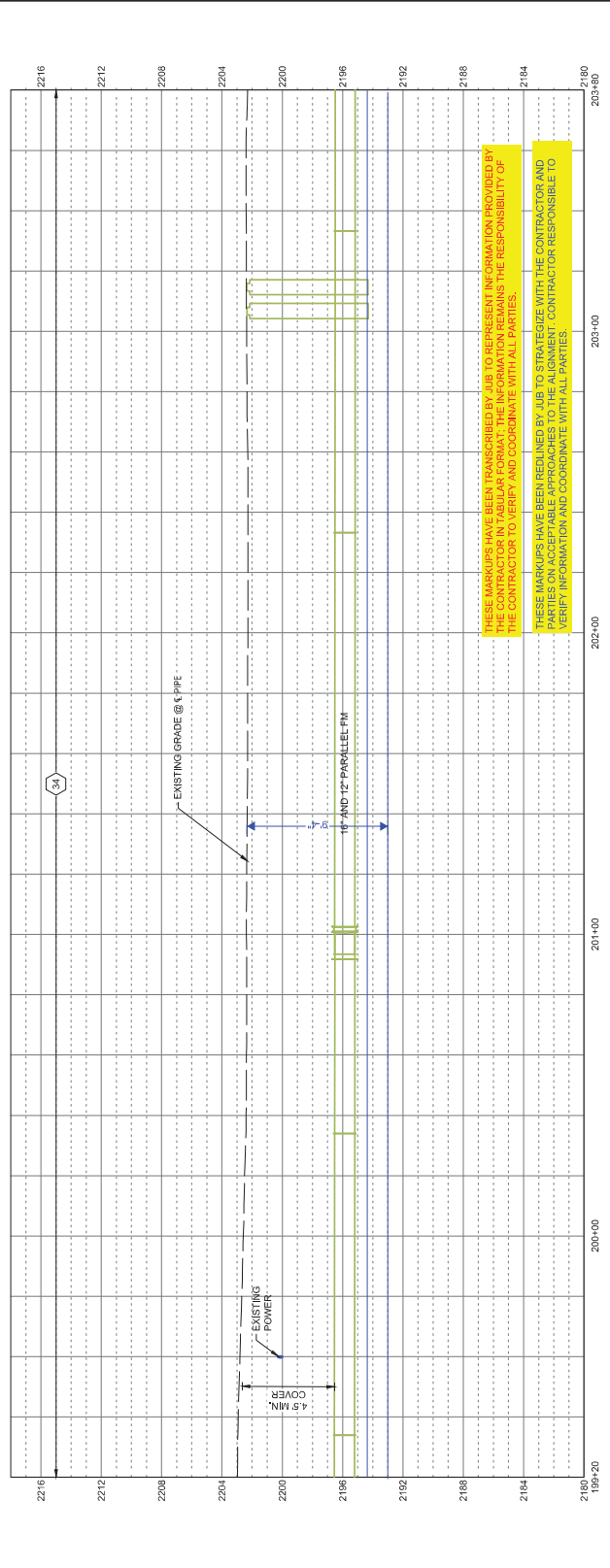
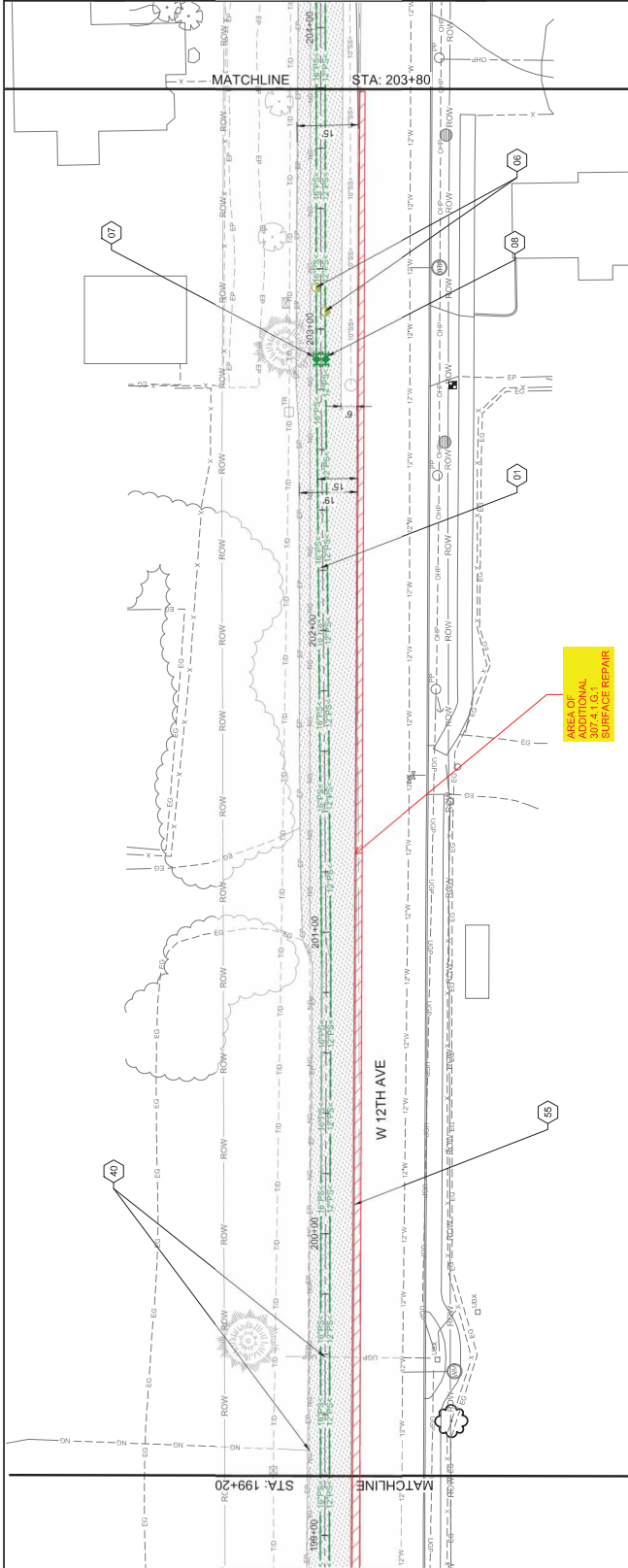


PHASE 1-12TH AVENUE SH-41 TO
SUGAR MAPLE FORCE MAIN PROJECT
194+80 TO 199+20 (12TH AVE)

DRAWN: SMC CHECK: KJM
 VERIFY SCALE: Scales based on 22"x34" prints.
 1-1/2 inches

PROJECT NO.	PAGE
223071-000	
SHEET NO.	

C-245



THESE MARKUPS HAVE BEEN TRANSMITTED BY JIB TO REPRESENT INFORMATION PROVIDED BY THE CONTRACTOR IN TABULAR FORMAT. THE INFORMATION REMAINS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY AND COORDINATE WITH ALL PARTIES.

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601 Sherman Avenue, Suite 1
Coeur d'Alene, Idaho 83814
(208) 813-7803

DATE: 11/06/2023
REVISIONS: 1
NO. 1

PROJECT: SUGAR MAPLE FORCE MAIN PROJECT
SHEET NO. 223071-000
PAGE 1

PHASE 1-12TH AVENUE SH-41 TO SUGAR MAPLE FORCE MAIN PROJECT 199+20 TO 203+80 (12TH AVE)

GENERAL SHEET NOTES

- EXISTING PIPELINES SHOWN ARE ESTABLISHED FROM RECORD DRAWINGS AND TOPOGRAPHICAL SURVEY. CONTRACTOR TO FIELD VERIFY EXISTING UTILITIES PRIOR TO PURCHASING CONNECTING PARTS.
- PRIOR TO CONSTRUCTION CONTRACTORS TO POthOLE IN A NON-DESTRUCTIVE MANNER, EXISTING UTILITIES TO VERIFY LOCATION AND DEPTH. CONTRACTORS ARE TO BE RESPONSIBLE FOR ENCOUNTERED UTILITIES RECOMMENDED THAT THE CONTRACTOR HAND DIG OR VACUUM TRUCK EXCAVATE FOR MATERIAL EXCAVATION IN THESE AREAS.
- PROVIDE CONCRETE THRUST RESTRAINT AT EACH VERTICAL OR HORIZONTAL CHANGE IN DIRECTION.
- FURNISH MATERIALS WHERE INSTALL, PLACE OR OTHERWISE. CONTRACTOR TO BE RESPONSIBLE FOR MATERIALS.
- CONTRACTOR SHALL OVER EXCAVATE TO ACHIEVE CONFLICTING UTILITIES AND TO MAINTAIN POSITIVE UPWARD SLOPES TOWARD AIR RELEASE FACILITIES.

SHEET KEYNOTES

01 PIPE - 16" AND 12" PARALLEL PRESSURE SEWER, C-300 DR 18 PIPE, RE. A1C-501

06 PRESSURE SEWER CLEANOUT, RE. A2/C-502

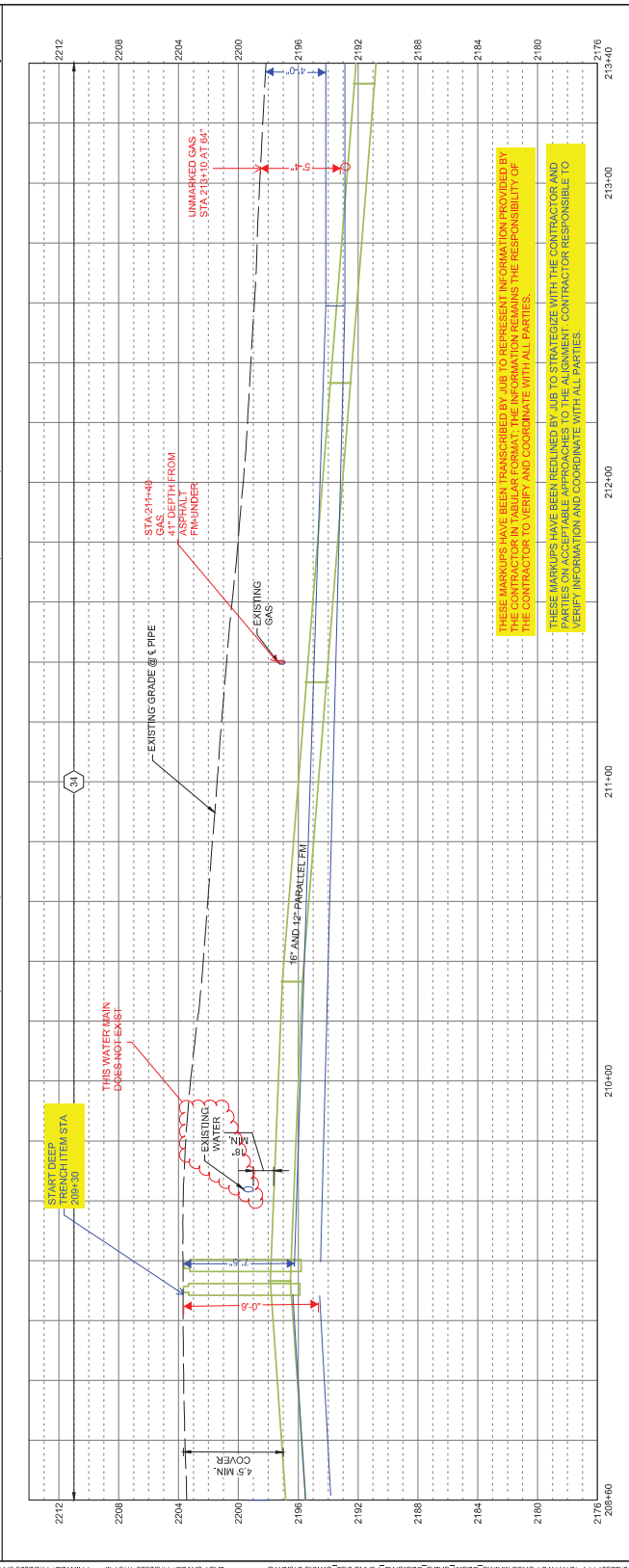
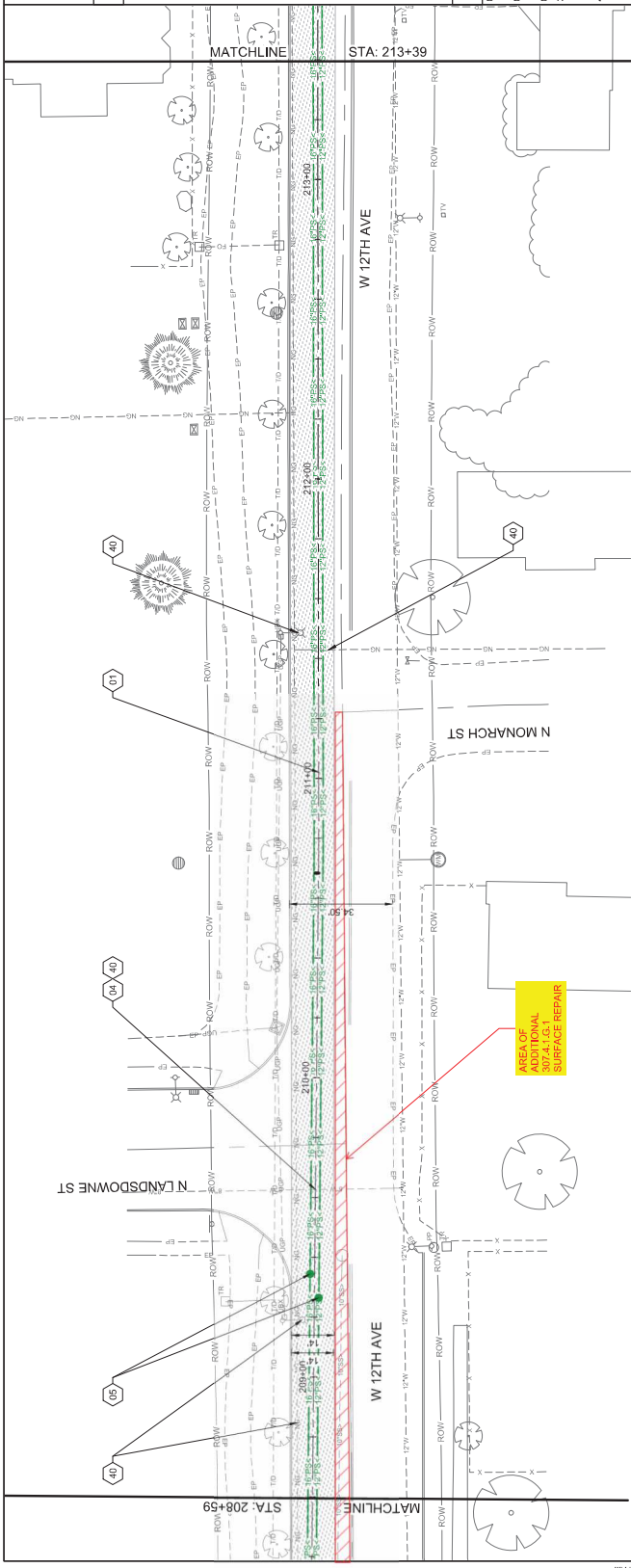
07 16" PLUG VALVE

08 12" PLUG VALVE

34 SURFACE REPAIR - STREET MAJOR COLLECTOR SECTION 3" ASPHALT, 6" BASE AGGREGATE, 12" SUBGRADE PER SD 2004/C-512

40 RETAIN AND PROTECT UTILITIES. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR TO PROPERLY BEDDING PER UTILITY OWNER REQUIREMENTS.

55 RE-PAINT DISTURBED OR REMOVED 2" DOUBLE YELLOW PAVEMENT MARKINGS IN ACCORDANCE WITH POST FALLS STANDARD DETAIL SD 2019 / C-515.



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- PROVIDE CONCRETE THRUST RESTRAINT AT EACH VERTICAL OR HORIZONTAL CHANGE IN DIRECTION.
- FURNISH MATERIALS WHEN INSTALL. PLACE OR CONSTRUCT IS REQUIRED UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL OVER EXCAVATE TO ACHIEVE FULL CLEARANCE OF POTENTIALLY OBSTRUCTING MATERIALS. MAINTAIN POSITIVE UPWARD SLOPES TOWARD AIR RELEASE FACILITIES.

SHEET KEYNOTES

- | | |
|----|--|
| 01 | PIPE - 16" AND 12" PARALLEL PRESSURE SEWER |
| 02 | C-400 D 18 PIPE; RE: A1/C-501 |
| 04 | POTABLE/NON-POTABLE WATERLINE |
| 05 | CROSSING/SEPARATION; RE: B2/C-502 |
| 06 | AIR RELEASE VALVE VALE STATION; RE: A1/C-502 |
| 34 | SURFACE REPAIR - STREET MAJOR COLLECTOR |
| 35 | SECTION 3 "ASPHALT," 6" BASE AGGREGATE, 12" |
| 40 | SUBGRADE PER SD 2004/C-512 |
| | RETAIN AND PROTECT UTILITIES |
| | UNDERGROUND UTILITIES LOCATION AND |
| | DEPTH IS APPROXIMATE; CONTRACTOR TO |
| | VERIFY LOCATION AND DEPTH OF |
| | CONSTRUCTION. CONTRACTOR TO PROPERLY |
| | CROSSING AND BEDDING PER UTILITY |
| | OWNER REQUIREMENTS. |

Sonray Enterprises LLC

217 Cedar Street #185
Sandpoint, ID 83864
(208) 610-9572

Request for Change Order

To: City of Post Falls
408 N. Spokane street
Post Falls, ID 83845

Project: 12th Avenue Collections Projec

RFC No: 04

Date: 6/17/2024

Description: This includes the following:

1. I am adjusting the overdepth unit price and quantity. This will help with the following bid items averaging an overdepth installation. The Air vents manholes, blowoff manholes, both the 12" pipe installation and the 16" pipe installation. This will makeup for the average depth of the trench that is closer to the 9' for a fair distance now than what was originally shown on the plans. This will cover several areas of overdepth beyond just the trench depth as it will be measured in the field. This also now includes 750 Tons of sand bedding for the gas line that will be exposed the whole length of the run. I have added in trucking that will be required for both bringing in that bedding and removing the extra material. I have added material disposal fees for this as well. This is for work performed around 80 feet per day or so.

Total will now be \$102 per foot and I have included 1,700' for now. This footage can be adjusted some in the field. \$173,400 Minus the original \$20.00 for 100 LF or \$2,000.00 = \$171,400.00.

2. Two Flagggers for the duration of the project. Estimated at \$60,000.00 This is for the entire project on a monthly basis of \$20,000 per month. This includes 1200 flagger hours total and a pickup added in for daily use. This can be adjusted if the hours are different up or down.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$231,400.00 will be added to the contract price.

Original Contract	\$1,247,420.00
Other Approved Change Orders	\$52,150.00

Sonray Enterprises LLC
217 Cedar Street #185
Sandpoint, ID 83864
(208) 610-9572

Request for Change Order

To: City of Post Falls
408 N. Spokane street
Post Falls, ID 83845
Project: 12th Avenue Collections Projec

Total Contract to Date	\$1,299,570.00
This Request	\$231,400.00
Other Pending Requests	\$9,675.00
Total Contract plus Pending RFCs	\$1,540,645.00

Authorized Signature: _____ Date: _____
Sonray Enterprises LLC

Authorized Signature: _____ Date: _____
City of Post Falls

Additional 307.4.1.G.1 Type P Surface Resotration estimated
at 3,000 SY at contract price \$28.00/SY

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS
MEETING DATE: July 16, 2024**

DATE: July 8, 2024
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jaxon Fleshman, Project Manager, Public Works
SUBJECT: 12th Avenue Forcemain – Over Excavation Change Order #4

ITEM AND RECOMMENDED ACTION: City Council approves and authorizes the Mayor to sign Change Order #4 for the over excavation along the 12th Avenue Forcemain project.

DISCUSSION:

The 12th Avenue Forcemain project began with potholing of known existing utilities to identify potential conflicts along the force main alignment. Many of the existing depths of known utilities were found to be lower or higher by significant margins. Because of these conflicts, options were explored to go over, under, or in between the existing utilities. Code requirements and constructability concerns limited solutions to a sole option of going underneath.

To avoid a project shutdown, additional delays, and increased costs, a Work Change Directive was issued to the contractor outlining the necessary modifications to the project. Under the contract, this entitles the contractor to either a fair adjustment in contract time and price, to conduct the work on a time and materials basis, or to further pursue an escalated claim with the City. City staff have worked closely with the contractor to negotiate a fair and mutually agreeable price and time adjustment.

The stretch of pipe that will be installed deeper than called for in the plans is approximately 1700 feet. The original quantity of over-excavation (trenching beyond normal depth) on the project was specified in the bid documents to be 100 feet. Significant changes to quantities give the contractor the right to renegotiate a unit price; this change is significant at 17 times the bid quantity. The contractor presented actual costs and proposed a new price per foot of \$78.54, compared to the original unit price of \$20.00 per foot. Other bids for this type of work averaged \$119.56. The increase in cost is primarily related to the decrease in efficiency with the crew having to work deeper.

The increased depth coupled with poor soil conditions are causing ditches to be wider, which will ultimately affect the amount of asphalt used for surface repair, as well as additional traffic control. The replacement of undermined curbing to allow installation of air-relief structures, also at a greater depth, is also a part of this change order.

The last component of this change order is to accommodate an existing Avista gas line. Because of the soil conditions and wider trench, this line now needs to be supported and re-bedded with Avista approved material. Avista is providing that bedding material for the project at no charge, but the contractor is owed compensation for the additional work not included in the project documents.

The additional asphalt, traffic control, Avista gas line work, and curbing replacement, are all being treated as line items, and tracked so that in the event conditions improve, overall cost should decrease.

The contractor is requesting a total of \$283,730.00 and 21 days added to the project. Staff have reviewed the contractor's proposal and find it to reasonably reflect the increased costs of the actual work to be performed. Staff therefore recommend the approval of this change order. This action will provide certainty for the City and the contractor and resolve the issue in a timely and amicable manner.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

March 19, 2024, 12th Ave Force Main Phase 1 – Recommendation of Award

APPROVED OR DIRECTION GIVEN: Prior element of this project was approved by the City Council.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: Funding for this Agreement will come from the 12th Ave Force Main Budget. The original contract amount approved by council was \$1,247,420.00. An additional 10% contingency in the amount of \$124,742.00 was also approved. To date there have been 3 change orders that have totaled \$60,025, or approximately 48% of the original contingency. We request that the change order amount of \$283,730.00, be awarded in addition to the remaining contingency. City staff expect the remaining contingency will suffice to carry the project to completion. The project remains well below the engineer's original estimate of \$3,057,882.

BUDGET CODE: 652-463.3228.95520

SUPPORTING DOCUMENTS: 12th Ave FM Change Order #4, Work Change Directive #4

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 7/16/2024

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Title 18 and 18A Housekeeping Ordinance (TA-24-1)

ITEM AND RECOMMENDED ACTION:

Review and approve the submitted ordinance associated with the July 2, 2024 Public hearing that went before the City Council.

DISCUSSION:

Staff is bringing forth this Text Amendment as a follow-up . City Council approved the performance standards at the June 18, 2024 hearing.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This ordinance provides for amendment of 18.20.130 - Site Plan Review to clarify what site changes would require Commercial Site Plan Review development standards and for an amendment of 18A.20.070 – Building Configuration, Subsection A describing what qualifies as a story in SmartCode and to identify how a single level building may be counted as a two (2) story building under certain conditions.

APPROVED OR DIRECTION GIVEN:

City Council approved this change at their July 2, 2024 meeting.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

NA

BUDGET CODE:

NA

ATTACHMENTS:

1. Exhibit S-1: Title 18 and 18A Consolidated Housekeeping Ordinance

ORDINANCE NO. [Category]

AN ORDINANCE AMENDING SECTIONS OF TITLE 18 ZONING, THE MUNICIPAL CODE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO; AMENDING 18.20.130 – SITE PLAN REVIEW; AMENDING 18A.20.070 – BUILDING CONFIGURATION; PROVIDING SEVERABILITY; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE BY SUMMARY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after recommendation of the Planning and Zoning Administrator on the hereinafter provided amendments; and

WHEREAS, a public hearing was held before the Post Falls Planning and Zoning Commission on May 14th, 2024 in accordance with the law, testimony taken, and recommendation of the Commission that the City Council adopt the amendments hereinafter provided; and

WHEREAS, *after public hearing on the hereinafter provided amendments, and after recommendation by the Planning and Zoning Commission*, it is deemed by the Mayor and City Council to be in the best interests of the City of Post Falls that said amendments be adopted;

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

SECTION 1. *That Post Falls Municipal Code Section 18.20.130. – Subsection A4, is amended to read as follows:*

18.20.130. - Site Plan Review.

A. *Site plan review* ensures that new development meets applicable provisions of this Code through administrative review. A *Site plan* shall implement the appropriate provisions to connect to nearby infrastructure and utilities, provide necessary easements, complement adjoining land *Uses* and transitioning of areas. *Site plan review* and approval is required for the following conditions:

1. Establishment or location of any permitted commercial, industrial, public or multi-family residential (three (3) or greater units on one (1) parcel) *Structure* or Use on a vacant Lot.
2. Expansion of the total *Floor Area* (either attached or detached) of an existing *Structure* greater than twenty-five (25) percent other than a multi-family *Structure*.
3. Expansion of a multi-family *Structure* (duplex or greater) in which additional unit(s) are to be attained.
4. ~~Tenant improvement that results in the change of Use or expansion of an~~

~~existing Use of twenty-five (25) percent or more within a Structure. Change of Use is defined by the International Building Code (IBC). A change of Use within an existing Structure(s) of twenty-five (25) percent or more, an expansion of an existing Structure(s) of twenty-five (25) percent or more, or any change of Use on the site itself (outside of the Structure(s)) where improvements are required within PFMC for the utilization of the land as intended.~~

SECTION 2. *That Post Falls Municipal Code Section 18A.20.070 – Building Configuration. Subsection A, is amended to read as follows:*

18A.20.070. – Building configuration.

A. General to Zones SC-2 Through SC-6.

1. The *Private Frontage* of buildings shall conform to and be allocated in accordance with table 7 and table 14I, attached to the ordinance codified herein.
2. Buildings on corner lots shall have two (2) *Private Frontages* as shown in table 17, attached to the ordinance codified herein. Requirements for the second and third *Layers* pertain only to the *Principal Frontage*. Prescriptions for the first *Layer* pertain to both *Frontages*.
3. Building heights, *Step Backs*, *Expression Lines*, and *Extension Lines* shall conform to table 8 and table 14J, attached to the ordinance codified herein.
4. ~~Stories may not exceed fourteen (14) feet in height from finished floor to finished ceiling, except for a first floor commercial Function, which shall be a minimum of eleven (11) feet and may be a maximum of twenty-five (25) feet. A single floor level exceeding fourteen (14) feet, or twenty-five (25) feet at ground level, shall be counted as two (2) Stories. Mezzanines extending beyond thirty-three (33) percent of the floor area shall be counted as an additional Story.~~

Stories:

i. Stories may not exceed fourteen (14) feet in height from finished floor to finished ceiling, except as provided below.

ii. A ground-level non-residential Function must be a minimum of eleven (11) feet. If a ground-level non-residential Function is measured at between eighteen (18) feet and twenty-five feet (25), it will be counted as two (2) Stories. In no event can any ground-level non-residential Function exceed twenty-five (25) feet in height as measured from finished floor to finished ceiling, except for single-level buildings with a flat roof with a parapet.

iii. Mezzanines extending beyond thirty-three (33) percent of the floor area of any building will be counted as an additional Story.

5. All single-level buildings with a pitched roof of at least eighteen (18) feet and up to a maximum of twenty-five (25) feet measured from finished floor to the finished ceiling, which corresponds to the top plate of the wall, will be counted as two (2) Stories.

6. All single-level buildings with a flat roof with a parapet of at least twenty (20) feet and a maximum of thirty feet (30) feet measured from finished floor to top of parapet, will be counted as two (2) Stories.

57. In a *Parking Structure* or garage, each level counts as a single *Story* regardless of its relationship to habitable *Stories*.

68. Height limits do not apply to attics or raised basements, masts, belfries, clock towers, chimney flues, water tanks, or elevator bulkheads.

79. All *Principal Buildings* must have a primary entrance facing the public *Sidewalk* that is made readily identifiable by the use of canopies, *Forecourts*, porticos, clerestory and/or side windows, and/or other architectural details. Interior buildings (secondary buildings) may utilize well-lit and clearly marked pedestrian oriented *Plazas*, or courtyard entrances to service as *Principal Entrances*. Entrances at building corners may be used to satisfy this requirement. All entrances must be connected to the *Sidewalk* within the *Public Frontage* and/or *Private Frontage* by providing a walkway constructed of concrete, asphalt, or pavers.

SECTION 3. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such

ordinance or in any manner affect the validity of any action heretofore taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

SECTION 4. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word, or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein, and if such person or circumstance to which the ordinance or part thereof is held inapplicable had been specifically exempt therefrom.

SECTION 5. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Post Falls, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on _____, 2024.

APPROVED, ADOPTED and SIGNED this day of , 2024.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which provides for amendment of 18.20.130 - Site Plan Review, provides for amendment of 18A.20.070 – Building Configuration and subsection A of City Code regarding Story Calculations; providing for repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of the summarized Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the city clerk.

Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Field K. Herrington, am the legal advisor for the City of Post Falls, Idaho. I have examined the attached summary of Post Falls Ordinance No.[Category], which provides for amendment of 18.20.130 - Site Plan Review, provides for amendment of 18A.20.070 – Building Configuration and subsection A of City Code regarding Story Calculations and find it to be a true and complete summary of said ordinance which provides adequate notice of the contents to the public.

DATED this day of , 2024.

Field K. Herrington, City Attorney

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 7/16/2024**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Andrew Arbini, Projects Division Manager

SUBJECT: Engineering Services Agreement for the Seltice Way Rehabilitation and Pipeline Project

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the Agreement with J-U-B Engineers for the design of the wastewater utilities and Seltice Way improvements.

DISCUSSION:

The pavement condition of Seltice Way between McGuire and Chase Road is in poor condition. Interim repairs by city crews have extended the current life of the pavement surface; However, ongoing repairs are ineffective in the long-term preservation of the existing pavement surface. The proposed surfacing improvements project on Seltice Way is an opportunity to include below ground piping infrastructure identified in the City's master planning documents. The recently completed Headworks Influent Feasibility study by J-U-B and the City's Water Reclamation Division, identifies the number and type of future wastewater pipelines needed in the Seltice Way Corridor. This also includes the initial section of the future Class A Reuse pipeline to serve the City's Reuse property north of Prairie Avenue. The roadway design task of the scope will assess the current surface and sub-surface conditions of the existing street to inform the prescribed roadway repair method. These surface improvements are expected to overlap with wastewater and stormwater improvements that have been identified in the project limits. Including the wastewater infrastructure with the Seltice Way Rehabilitation, will avoid duplicate projects in the future and will allow for efficiencies through the design and construction phases. The Seltice Way Rehabilitation and Pipeline project is primarily budgeted using Wastewater Collections System funds and the Streets Reconstruction funds. The preliminary project estimate for design and construction is \$10 million. This Agreement with J-U-B will authorize the Engineering and Design phase services. Construction phase services could be negotiated at a future date and will be informed by a completed project design. Design related costs will be tracked and allocated as generally outlined in the Agreement for each corresponding Public Works Division to include Wastewater and Streets. Anticipated completion of the design phase with bid ready contract documents is Spring 2025.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Not Applicable

APPROVED OR DIRECTION GIVEN:

Not Applicable

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for this work is comprised of the City's Wastewater and Streets budgets. Total cost of this Agreement is \$851,600 and includes a Management Reserve of \$108,900. In the event additional tasks or services are required, the Public Works Director is authorized to direct the consultant to perform those tasks, up to \$108,900. Additional tasks or services equal to or less than \$50,000 utilizing the Management Reserve funds will require approval and signature by the Public Works Director or his

designee. additional services of greater than \$50,000 will be brought to Council for approval. In cases of emergency, the Public Works Director may authorize additional tasks or services of greater than \$50,000, within the approved Management Reserve, and will provide a report as to the nature of the emergency at the next scheduled City Council meeting. Council approval is for the requested amount of \$851,600.00

BUDGET CODE:

001-431.0000.95040 and 652-463.3229.95520

ATTACHMENTS:

1. ProfessionalServicesAgreementJUBSelticeChasetoMcGuireSigned

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

City Project Manager: Andrew Arbini, Projects Division Manager. Phone: (208) 457-3378.
Email: aarbini@postfalls.gov

CONSULTANT:

J-U-B Engineers, Inc.
7825 Meadowlark Way, Coeur d' Alene, ID. 83815
Firm Contract Administrator: Cory R. Baune, P.E., Contract Administrator. Phone (208) 762-8787
Email: cbaune@jub.com

Firm Project Manager: Jon R. Baune, Project Manager. Phone: (208) 762-8787 ____
Email: jbaune@jub.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 J-U-B Engineers, Inc. having offices for the transaction of business at 7825 Meadowlark Way, Coeur d' Alene, ID. 83815 hereinafter referred to as the "Consultant" jointly, hereinafter referred to along with the City as the "Parties."

WITNESSETH:

WHEREAS, the City desires to design multiple force mains in the West Seltice Way corridor from Chase Rd. to McGuire Rd. and connect to the Water Reclamation Facility Headworks. Project Name: Seltice Way Rehabilitation and Pipeline Project (Chase Rd. to McGuire Rd.), 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 \$851,600.00 without a Contract Amendment approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by Contract Amendment to the Agreement.

If the Term for the services as described in the Scope of Services is extended beyond six (6) months from the date of execution, the compensation amount for Consultant's services may be amended or changed by Amendment to the Agreement to account for salary adjustments, extended duration of project management and administrative services, and/or other costs including necessary monitoring and communication efforts during inactive periods.

The City acknowledges that Consultant's schedule commitments outlined in **Exhibit "A"** are subject to the standard of care and Consultant will not be responsible for delays beyond their direct control.

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 thirty (30) days prior notice submitted to the City. The policy must be endorsed, and the certificate must reflect that the City of Post Falls is named as an additional insured on the Consultant’s general liability policy 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 Public Works Department 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.

4.2. **GENERAL LIABILITY INSURANCE:** The Consultant must have Commercial General Liability Insurance with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, and fire damage. The General Liability Insurance must state that 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 of (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. Use or reuse of consultant's work for any purpose other than intended by this Agreement shall be at City's sole risk.

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, recovery of 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, shall be apportioned in accordance with State law.

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 Contract Amendment, 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. **Boycotting Certain Sectors:** 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 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.
- c. **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.
- d. **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).
- e. **Employment of Bona Fide Idaho Residents:** If this Agreement contemplates public works construction, Consultant agrees to employ ninety-five percent (95%) bona fide Idaho residents, as that term is defined in Idaho Code 44-1003, as employees on The Seltice Way Rehabilitation and Pipeline Project in order to comply with the requirements of Chapter 10, Title 44, Idaho Code. If Consultant employs less than fifty (50) employees on The Seltice Way Rehabilitation and Pipeline Project, Consultant may employ up to ten (10%) nonresidents on The Seltice Way Rehabilitation and Pipeline Project. In all cases, Consultant agrees to give a preference to bona fide Idaho residents. The parties agree that if The Seltice Way Rehabilitation and Pipeline Project 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 or preferences among United States citizens.

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. Amendments; and
2. This Agreement; and
3. Exhibit "A" Scope of Work; and
4. 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: July ____, 2024

CONSULTANT

C R B

Cory R. Baune, Contract Administrator
J-U-B Engineers, Inc.

Date: JUNE 28, 2024

State of Idaho)
County of Kootenai : ss

On this 28 day of June, 2024 before me, a notary for the State of Idaho, personally appeared Cory R. Baune who, being by me first duly sworn, declared that they is a Contract Administrator of J-U-B Engineers, Inc. that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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



Kimberly Utecht
Notary Public for the State of Idaho
Residing at: Coeur d'Alene
My Commission Expires: 7/9/2027

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.



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

Exhibit A – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Seltice Way Rehabilitation and Pipeline Project

CLIENT: City of Post Falls

J-U-B PROJECT NUMBER: 20-24-

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED:** _____; or

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Post Falls evaluated several options to route their wastewater infrastructure into their Water Reclamation Facility (WRF) in 2023 resulting in the Technical Memorandum for the City of Post Falls' - Headworks Influent Force Main Feasibility Analysis (1/31/24). J-U-B will expand upon the feasibility level analysis with design of the several force mains and transportation improvements in Seltice Street from Chase Road (Rd.) to McGuire Rd. and into the WRF as detailed in this Scope of Services.

The Technical Memorandum final conclusions are generally represented in Figure F.1 and Figure F.2 and incorporated into the Scope of Services document as Figure 1 and 2, shown herein. The limits of this Scope of Services are from McGuire Rd. to Chase Rd.

The City of Post Falls' Headworks Influent Force Main Feasibility Analysis resulted in the following piping recommendations:

- From the West: Provide two, 20-inch force mains from McGuire Rd to the WRF for added redundancy. These will be dedicated to conveying flows from future lift stations from the western part of the City to the WRF.
 - Interties will be provided between these two force mains.
 - Each 20-inch force main will be intertied with the existing discharge pipe from Corbin LS.
 - Each 20-inch force main may be intertied with the discharge of Idahline LS, outside of the current area of analysis (i.e., west of Corbin Road).
- From the East: Provide two force mains, one 16-inch and one 12-inch, from Chase Road all the way to the WRF. These will be dedicated for the discharge from 12th Ave Lift Station.
 - The currently designed discharge control valve vault will need revised based on the force main routing and locations proposed in this study (by Others).
- Provide a piped, 36-inch manifold at the Headworks. The 12-, 16-, and two 20-inch force mains will tie into this manifold.
 - Interconnection of the new, 36-inch manifold with the existing 24-inch manifold will be further vetted during design but is highly recommended for flexibility.

- 20-inch Class A Reuse Pipeline from Public Works Way to Chase Road in W. Seltice Way.
- Class A Reuse Pipe crossing W. Seltice Way for the future Montrose Sports Complex irrigation (size to be determined in design).

Pipe construction identified above will require roadway reconstruction within Seltice Way. A report compiled by Strata, Inc in 2020 identified that pavement along this corridor was deteriorating and would not meet a 20-year design life with rehabilitation options. This project will evaluate some of the assumptions made in the original geotechnical report, specifically around the Equivalent Single Axle Load (ESAL) assumptions to determine if a 20-year lifespan can be achieved. After discussions with Strata, the ESAL calculations used in the original report were derived from ITD databases, and it's possible that the actual ESAL traffic loading is lower than what was assumed in the report. The City's Transportation Master Plan update collected traffic classification counts on Seltice Way east of Corbin, which will aid in calculating a more accurate ESAL design value. The project is currently scoped for a full roadway reconstruction but may be reduced to a rehabilitation project through evaluation of the ESAL. The project will preserve the existing curb and gutter on both sides of the roadway and construct a new asphalt and base pavement section per City Standard Drawings. The roadway is planned to be rehabilitated and/or reconstructed between Chase Road and McGuire Road on Seltice Way, including the intersections of Chase/Seltice and McGuire/Seltice.

Transportation Project Assumptions are summarized below:

- Project traffic control will be staged to allow one lane in each direction during construction. 2 stages total.
- Up to 23 ADA ramps will be reconstructed with this project.
- Existing paths of travel across roadways meet current ADA requirements (cross slopes less than 2%, longitudinal slopes less than 5%). If crosswalks are found to not meet current ADA requirements, intersection reconstruction is required under 28 CFR 35.151 which will increase design and construction efforts.
- Existing drainage patterns will be maintained.
- The brick sidewalk will be designed and replaced at the McGuire and Chase intersections.

Figure 2 - Figure F.2 from the City of Post Falls' Headworks Influent Force Main Feasibility Analysis

SELECTED ALTERNATIVES FROM CORBIN RD TO CHASE RD

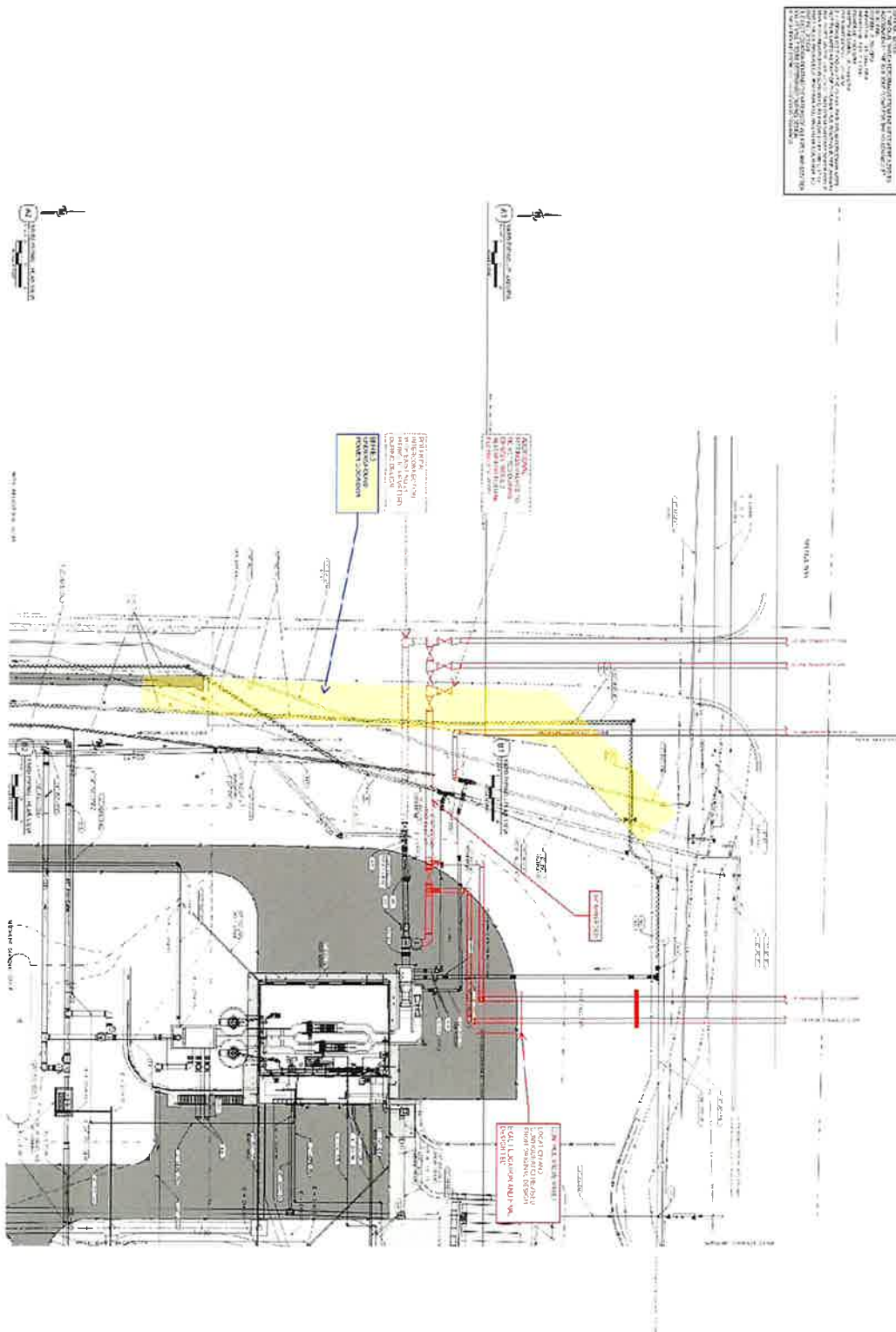


FIGURE F.2

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010 Utilities Design Phase Services

1. Design Phase Services Administration (Management)
 - a. Set up project in project management software
 - b. Project Management to Monitor and report project status, budget and schedule – 10 months
 - c. Communicate and coordinate J-U-B team activities (bi-weekly meeting) - 10 months
 - d. Monthly invoicing – 10 months
 - e. Ongoing document handling and filing
2. Utility Design Review Workshops
 - a. Kick-Off Meeting (with Client)
 - b. Preliminary Engineering Review Meeting No. 1
 - c. Preliminary Engineering Review Meeting No. 2
 - d. 95% Review Meeting No. 1
 - e. 95% Review Meeting No. 2
 - f. Contingency - 1 Coordination Meeting with Client
3. Utility Survey Basemap Development (50:50 split with Transportation Task 020.003)
 - a. Seltice Way (Chase to McGuire) Roadway Corridor Alignment Survey - Approximately 5,500 linear feet. Survey base plan combining utilities on base map and identify utilities from field locates, topography, roadways, structures, pedestrian ramps, survey monumentation, boundary survey record modeling, and surface features. Boundary level survey of rights-of-way, easements and a Record of Survey included in other scope items.
 - i. Detailed topographic survey data will be acquired in the project corridor for all hardscape features. Topography between the hardscape and the right-of-way lines (the grassy areas and landscaped areas) will be acquired using a less dense approach and augmented as necessary for finite design.
 - b. Plant WRF inside the fence around headworks. Survey base plan combining utilities on base map and identify utilities from field locates and existing infrastructure, topography, roadways, structures, survey monumentation, record drawing modeling, past projects, and surface features.
 - c. Vertical Datum Reconnaissance and Reconciliation - The City of PF Datum is NAVD 88, however, a majority of the plant infrastructure is recorded on record drawings on a City Treatment Plant, generally NGVD 29. J-U-B will adjust the record drawings and perform the design on NAVD 88.
 - d. Boundary Survey of the rights-of-way for the project corridor. Easements benefitting the public or the City of Post Falls shown on adjacent subdivision plats (or those provided by the client) will be plotted on the base map.
 - e. Per Idaho Code, J-U-B will send 'right-of-entry' letters to all landowners abutting the project area.
 - f. Utility Locates - J-U-B will call in design locates to One Call. Any marks provided by the utility companies and/or providers will be surveyed and shown on the topographic survey base map.
 - g. Field Check Base map / Identify Additional Survey Request Extents
 - h. After construction is complete, J-U-B will reset any monuments that were disturbed or destroyed by construction, and prepare and record a Record of Survey at the Kootenai County Recorder's Office in accordance with Idaho Code.
4. Utility Preliminary Engineering Report and 60% Concept Plan Submittal
 - a. Preliminary Engineering Report
 - b. Materials Selection
 - c. Construction Coordination Sequencing

- d. Draft Report
 - e. Preliminary Civil Design Plans
 - i. General Sheets
 - ii. Survey Sheets - Topographic Survey Sheets for project extents
 - iii. Civil Utility Sheets – Civil Utility Sheets consisting of the following reaches
 - (a) 1,500 LF of 16-inch Rathdrum Force Main - McGuire to WRF – No J-U-B Labor
 - (b) 1,500 LF of parallel 20-inch Force Mains
 - (c) 4,000 LF of parallel 12/16-inch 12th Ave Force Main
 - (d) 2,800 LF of 20-inch Class A Transmission Main
 - (e) WRF Yard Piping – parallel 20-inch Force Mains including the 36" WRF Header
 - (f) WRF Yard Piping – From 12th Avenue - By Others.
 - 1. J-U-B will terminate the 12th Avenue force mains inside the WRF property line for continuation of the force main through valve controls by Others. Connections for the 12th Avenue force mains will be provided on the 36-inch header.
 - (g) Detail for Interconnection at McGuire Rd
 - (h) Detail at WRF entrance
 - (i) Detail for Chase Rd Intersection
 - (j) Detail for West Piping Plant Headworks Connections
 - (k) Detail for East Piping Plant Headworks Connections – By Others
 - f. Preliminary Engineer's Opinion of Probable Cost
 - g. QC Review and Updates
 - h. Deliverables for City and IDEQ
 - i. Respond to IDEQ Comments to PER
5. Utility Design 95% Design Submittal
 - a. General Sheets
 - b. V Sheets - Topographic Survey Sheets for project extents
 - c. CU Sheets – Civil Utility Sheets consisting of the following reaches
 - i. 1,500 LF of 16-inch Rathdrum Force Main - McGuire to WRF – No J-U-B Labor
 - ii. 1,500 LF of parallel 20-inch Force Mains
 - iii. 4,000 LF of parallel 12/16-inch 12th Ave Force Main
 - iv. 2,800 LF of 20-inch Class A Transmission Main
 - v. WRF Yard Piping – parallel 20-inch Force Mains including the 36" WRF Header
 - vi. WRF Yard Piping – From 12th Avenue - By Others –
 - (a) J-U-B will terminate the 12th Avenue force mains inside the WRF for continuation of the force main through valve controls by Others. Connections for the force mains will be provided on the 36-inch header.
 - vii. Detail for Interconnection at McGuire Rd
 - viii. Detail at WRF entrance
 - ix. Detail for Chase Rd Intersection
 - x. Detail for West Piping Plant Headworks Connections
 - xi. Detail for East Piping Plant Headworks Connections
 - d. Contract Documents (Front End Bidding and Contract Forms) – J-U-B will assemble front end contract documents for Owner review using the ISPWC 2007 or 2020 as directed by Owner
 - e. Contract Documents (Technical Specifications)
 - f. Interface with Standards/Legal for 1 review
 - g. Quality Assurance/Quality Control (QC) Review of the 95% Design
 - h. Engineer's Opinion of Probable Cost Opinion Development for 95%
 - i. Deliverables for City
6. Utility Design - Finalize for Bidding

- a. General Sheets
- b. V Sheets - Topographic Survey Sheets for project extents
- c. CU Sheets – Civil Utility Sheets consisting of the following reaches
 - i. 1,500 LF of 16-inch Rathdrum Force Main - McGuire to WRF – No J-U-B Labor
 - ii. 1,500 LF of parallel 20-inch Force Mains
 - iii. 4,000 LF of parallel 12/16-inch 12th Ave Force Main
 - iv. 2,800 LF of 20-inch Class A Transmission Main
 - v. WRF Yard Piping – parallel 20-inch Force Mains including the 36" WRF Header
 - vi. WRF Yard Piping – From 12th Avenue - By Others
 - (a) J-U-B will terminate the 12th Avenue force mains inside the WRF for continuation of the force main through valve controls by Others. Connections for the force mains will be provided on the 36-inch header.
 - vii. Detail for Interconnection at McGuire Rd
 - viii. Detail at WRF entrance
 - ix. Detail for Chase Rd Intersection
 - x. Detail for West Piping Plant Headworks Connections
 - xi. Detail for East Piping Plant Headworks Connections
- d. Finalize Contract Documents (Front End Bidding and Contract Forms)
- e. Finalize Contract Documents (Technical Specifications)
- f. Update Cost Opinion Development for Bid Set
- g. QC Review and Updates
- h. Bid Set Deliverables / Stamping for City and IDEQ

B. Task 020 Transportation Design Phase Services (Lump Sum)

- 1. Transportation Design Phase Services Administration (Management)
 - a. Set up project in project management software
 - b. Project Management to Monitor and report project status, budget and schedule – 10 months
 - c. Communicate and coordinate J-U-B team activities (bi-weekly meeting) - 10 months
 - d. Monthly invoicing - 10 months.
 - e. Ongoing document handling and filing
- 2. Transportation Design Review Workshops
 - a. Kick-Off Meeting (with Client)
 - b. Preliminary Engineering Review Meeting No. 1
 - c. Preliminary Engineering Review Meeting No. 2
 - d. 95% Review Meeting No. 1
 - e. 95% Review Meeting No. 2
 - f. Contingency - 1 Coordination Meetings with Client
- 3. Transportation Survey Basemap Development (50:50 split with Utilities Task 010.003)
 - a. *Refer to Task 010.003 (above)*
- 4. Transportation Design - 60% Concept Plan Submittal
 - a. Civil Transportation Plans – This deliverable will consist of a roll plot showing the entire corridor and pavement reconstruction limits with a proposed alignment, profile, superelevation and typical section. Existing utilities will be mapped per record mapping and surveyed locations. PDF deliverable.
 - b. Civil Utility Coordination – J-U-B will take the lead on contacting and mapping utilities, coordinating utilities, identifying conflicts, and coordinating relocations resulting from project conflicts. J-U-B will position for timely notifications to utility companies according to the ITD Guide for Utility Management and will attempt to relocate utilities prior to construction, however utility relocations are often dependent on the utility company's relocation schedule. As part of this task J-U-B will:

- i. Call in design locates to be collected with survey and establish contacts with each utility company identified through the 811 search.
 - ii. Send an Initial Contact Letter notifying the utility company of the project and asking for record mapping.
 - iii. Compile and maintain a utility tracking matrix which will document key communications with each utility company.
 - iv. Coordinate utility potholing (See task 020)
 - v. Send Notification of Conflict letters to each utility in conflict with the project.
 - vi. Hold utility coordination meetings at J-U-B's office. (2 meetings total)
 - vii. Compile Relocation Order Letters for the City to execute and distribute to utility companies identifying relocation windows and authorizing relocations.
 - viii. Civil Utility Assumptions:
 - (a) All utility relocations will be at utility expense and will not require agreements.
 - c. QC Review and Updates
 - d. Engineer's Opinion of Probable Cost Opinion Development for 60%, include engineering construction phase services.
5. Transportation Design - 95%
- a. Civil Transportation Plans – Demolition – 5 sheets at 40 scale
 - b. Civil Transportation Plans - Plan and Profile – 10 sheets at 40 scale
 - c. Civil Transportation Plans – Typical Sections – 2 sheets
 - d. Civil Transportation Plans - Signing and Striping – 5 sheets at 40 scale
 - e. Civil Transportation Plans – ADA Grading Details – 6 sheets at 10 scale
 - f. Civil Transportation Plans - Standard Details – 3 sheets
 - g. Civil Transportation Plans - Traffic Control -8 sheets at 60 scale
 - h. Civil Transportation Plans – Utilities – 5 sheets at 40 scale
 - i. Finalize Contract Documents (Technical Specifications)
 - j. Update Cost Opinion, include engineering construction phase services
 - k. QC Review and Updates
 - l. 95% Deliverable
6. Transportation Design - Finalize for Bidding
- a. Civil Transportation Plans – Demolition – 5 sheets at 40 scale
 - b. Civil Transportation Plans - Plan and Profile – 10 sheets at 40 scale
 - c. Civil Transportation Plans – Typical Sections – 2 sheets
 - d. Civil Transportation Plans - Signing and Striping – 5 sheets at 40 scale
 - e. Civil Transportation Plans – ADA Grading Details – 6 sheets at 10 scale
 - f. Civil Transportation Plans - Standard Details – 3 sheets
 - g. Civil Transportation Plans - Traffic Control -8 sheets at 60 scale
 - h. Civil Transportation Plans – Utilities – 5 sheets at 40 scale
 - i. Finalize Contract Documents (Technical Specifications)
 - j. Update Cost Opinion Development for Bid Set, include engineering construction phase services.
 - k. QC Review and Updates
 - l. Bid Set Deliverables / Stamping for City and IDEQ
- C. Task 030 Stormwater Design Phase Services (Lump Sum)**
1. Stormwater Design - 60% Concept Plan Submittal
- a. Hydraulic and Hydrology Memorandum – This deliverable will consist of analyzing survey data to construct existing hydrology shed maps, calculating water runoff at shed nodes, then determining if the existing storm features are sufficiently sized to accommodate design storm flows. Recommendations will be made in the memorandum to modify the existing drainage systems to accommodate design flows.

- i. Hydraulic and Hydrology Assumptions:
 - (a) Up to 2 underground drainage systems will require re-design. Hours for this assumption are included in the "Civil Transportation Plans" task.
 - (b) The memorandum will consist of a 5 page or less memorandum summarizing findings with attached appendices.
 - b. Civil Transportation Plans - Stormwater Utilities
 - 2. Stormwater Design - 95%
 - a. Civil Transportation Plans - Stormwater Utilities
 - b. Update Cost Opinion Development for Bid Set
 - c. QC Review and Updates
 - 3. Stormwater Design - Finalize for Bidding
 - a. Civil Transportation Plans - Stormwater Utilities
 - b. Finalize Contract Documents (Technical Specifications)
 - c. Update Cost Opinion Development for Bid Set
 - d. QC Review and Updates
 - e. Bid Set Deliverables / Stamping for City and IDEQ
- D. **Task 040: Utility Design – Potholing Allotment (T&M)**
 - 1. Utility Design – Potholing Allotment (T&M)
 - a. Hydrovac Subconsultant for Utility Potholing - J-U-B will solicit and retain a subcontractor to perform hydrovac potholes at locations identified by J-U-B's design team. It is assumed that up to 10 potholes will be needed at \$1500 each. It is assumed the work may be performed for up to three mobilizations, and some locations will require traffic control. An allotment of \$10,000 for traffic control is included in this scope item. The City may also assist for low risk potholing with their hydrovac equipment and provide traffic control for some or all to reduce the overall cost of this work.
 - b. Potholing Allotment - J-U-B's time for this task includes coordinating locations with the hydrovac subconsultant, a designer present during potholing to take measurements and stake the pothole locations, and a survey mobilization to pick up the pothole locations. JUB coordination for up to three mobilizations of potholing, observation, surveying anticipated at up to 15 total locations.
- E. **Task 041: Transportation Design – Potholing Allotment (T&M)**
 - 1. Transportation Design – Potholing Allotment (T&M)
 - a. Hydrovac Subconsultant for Utility Potholing - J-U-B will solicit and retain a subcontractor to perform hydrovac potholes at locations identified by J-U-B's design team. It is assumed that up to 5 potholes will be needed at \$1500 each. It is assumed the work may be performed for up to three mobilizations, and some locations will require traffic control. An allotment of \$5,000 for traffic control is included in this scope item. The City may also assist for low risk potholing with their hydrovac equipment and provide traffic control for some or all to reduce the overall cost of this work.
 - b. Potholing Allotment - J-U-B's time for this task includes coordinating locations with the hydrovac subconsultant, a designer present during potholing to take measurements and stake the pothole locations, and a survey mobilization to pick up the pothole locations. JUB coordination for up to three mobilizations of potholing, observation, surveying anticipated at up to 10 total locations.
- F. **Task 050: Design – Geotechnical Engineering Subconsultant (T&M)**
 - 1. Roadway Subsurface Engineering
 - a. Concrete Limits Mapping will be provided by ITD, but cannot be solely relied upon for completeness. Prior mapping found during scoping does not cover the full extent of our project and do not provide enough detail to accurately map the concrete limits.

- b. J-U-B will retain geotechnical engineering subconsultant to perform a geotechnical engineering evaluation as follows:
 - i. Geophysical Survey to determine the boundary of the PCC underlying the AC pavement.
 - ii. Subcontract certified traffic control and submit a traffic control plan for the City's review.
 - iii. Subcontract a GPR survey unit and operator to traverse the length of the site and conduct a geophysical survey.
 - iv. Prepare a stamped geotechnical memorandum, including GPR data and results, full-depth asphalt pavement reconstruction design utilizing traffic data provided by J-U-B, and related visual aids.
 - c. Subconsultant has previously performed a stamped Geotechnical Report containing pavement section design recommendations for the project area and beyond dated December 30, 2020. Subconsultant will assist and summarize previous information from the 2020 report investigation and provide updates to the previous design recommendations or alternatives based on more recent traffic count information obtained in the City's Transportation Master Plan. The updated traffic classification counts on Seltice Way east of Corbin will aid in calculating a more accurate ESAL design value. Subconsultant will supplement and update the previous analysis in conjunction with the utilities pipeline project and update the previous recommendations for within the project footprint. This project will provide an updated plan view map identifying the rehabilitation or reconstruction (with typical sections) for the entire road section as follows:
 - i. within the trench zone of the utilities project
 - ii. rehabilitation recommendations for beyond the utilities trench zone, based on existing asphalt section and condition.
 - iii. replacement recommendations for beyond the utilities trench zone, based on existing asphalt section and condition.
 - d. Existing Asphalt Thickness Coring allotment – Supplemental coring and existing pavement review will assist to conclude rehabilitation vs reconstruction at various road sections for existing asphalt thickness in the outside lanes, beyond the original crack and seat plans.
2. Geotechnical report summarizing required design asphalt thickness for within the trench zone and for areas beyond the trench zones, within the design footprint. Provide methods for existing asphalt rehabilitation vs reconstruction of the various road sections. Include roadway mapping as described above.

G. Task 060: Bidding and Award Phase Services (T&M)

- 1. Bidding Phase Services Administration Management
 - a. Communicate and coordinate J-U-B team activities (weekly meeting)
 - b. Monitor and report project status, budget and schedule
 - c. Monthly invoicing
 - d. Ongoing document handling and filing
- 2. Project Bidding
 - a. Prepare and Advertisement with City
 - b. Electronic Document Distribution for Bidding
 - c. Hard Copy Distribution to City
 - d. Conduct Pre-Bid Meeting (with site visit)
 - e. Issue Addendum 1: Address Prebid Meeting Notes and Questions
 - f. Issue Addendum 2: Address Bidder Questions
 - g. Issue Addendum 3: (on an as-needed basis)
 - h. Provide Addendum Updates to City and IDEQ
- 3. Bid Opening and Award Support
 - a. Assist City with Bid Opening

- b. Review Bids and Issue Bid Review Letter to the City Discuss the bids and available budget with CLIENT and CLIENT'S legal counsel.
- c. Develop Notice of Award for City

H. Task 900: Management Reserve Fund

- 1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
- 2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 - 1. Potholing assistance, Call-Dig locate calls for Owner-performed potholing
 - 2. Model/Master Plan Verification unless performed by J-U-B.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 - 1. Model/Master Plan Verification
 - a. Obtain the current calibrated and operational hydraulic computer model (InfoSWMM) for the existing and future system.
 - b. Run model and confirm flow values with the City's most current published documents.
 - c. Update the City of Post Falls collections system model system layer for force mains that discharge into the WRF headworks to reflect the proposed force main configuration into the WRF.
 - d. Run model to confirm and validate pipe sizes, and velocities for the existing and future flows (Master Plan). Verify pipe sizing and report recommendations.
 - e. Existing pump stations head loss and flow rate conditions (pump capacity) verification. Model the system and verify existing lift station pump curves and operation points to determine if pump upgrades, revisions to controls, or other modifications will be required.
 - f. Assumptions –
 - i. 12th Avenue force main size verification, by others.
 - ii. The provided model is the most complete, current, and calibrated model for basis of design verification for force main diameter. The lift stations and pressure mains are modeled as complete pumping systems operating on a 72-hour simulation with accurate pump curves, wet pit dimensions, and level controls.
 - iii. This work is contingent upon software license availability for InfoSWMM products, work may be performed with InfoSWMM if available or an alternate modeling software.
 - 2. Class A Reuse Corridor Study
 - a. Limited Study Workshop Style – Reuse corridor evaluation beginning at the Seltice Way and N. Chase Rd. intersection to the future reuse site at the Idaho and Hayden Ave intersection. The evaluation will potential corridors reviewing existing and planned utility congestion, corridor width, potential traffic impacts and transportation master planning to identify an alignment for the future reuse pipeline.
 - b. The following workshops are anticipated:
 - i. WS 1 to establish the criteria for consideration with Action Items on the table.
 - ii. WS 2 to come back with information on the Action items and discuss and define the pipeline paths that the group can agree upon.
 - c. Anticipated participants or representatives from all the major departments are summarized below:

- i. City Staff
 - ii. Transportation Master Planning
 - iii. Water System Master Planning
 - iv. WRF / Reuse Master Planning
 - v. Collection System Master Planning
- 3. Environmental and Permitting
- 4. Public Outreach and Involvement
- 5. Traffic Analysis
- 6. Right of Way Acquisition
- 7. Transportation Design
 - a. Illumination
 - b. Landscape Irrigation/Plantings
 - c. Revision to roadway geometry
- 8. Construction Phase Services
- 9. Replacement of signal cabinets within the project corridor

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 - 1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 - 2. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 - 3. With Owner's permission, J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Utilities Design Phase Services (Lump Sum)	Lump Sum	\$313,000	10-months following contract execution
020	Transportation Design Phase Services (Lump Sum)	Lump Sum	\$285,200	10-months following contract execution
030	Stormwater Design Phase Services (Lump Sum)	Lump Sum	\$21,300	10-months following contract execution
040	Utility Design – Potholing Allotment (T&M)	Time and Materials (Estimated Amount Shown)	\$39,800	10-months following contract execution
041	Transportation Design – Potholing Allotment (T&M)	Time and Materials (Estimated Amount Shown)	\$20,000	10-months following contract execution
050	Design – Geotechnical Engineering Subconsultant	Time and Materials (Estimated Amount Shown)	\$29,200	Concurrent with work Progress
060	Bidding and Award Phase Services	Time and Materials (Estimated Amount Shown)	\$34,200	2-months duration beginning after Final Design
900	Management Reserve Fund	Time and Materials (Estimated Amount Shown)	\$108,900	As mutually agreed to by CLIENT and J-U-B
Total:			\$851,600.00	

- C. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

Exhibit(s):

- Exhibit 1-B: Anticipated Schedule assuming executed agreement in mid-July

For internal J-U-B use only:

PROJECT LOCATION (STATE): ID

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Disposal (S04)
2. Traffic/Transportation (T03)

EXHIBIT 1-B: ANTICIPATED SCHEDULE ASSUMING EXECUTED AGREEMENTS IN MID-JULY

Project Title, Client: Seltice Way Rehabilitation and Pipeline Project, City of Post Falls
 Project Number: 20-24-____
 Prepared By: JRB



				Week Ending:																				
Task Number	Subtask Number	Task/Subtask Name		31-Jan-24	29-Feb-24	29-Mar-24	29-Apr-24	29-May-24	29-Jun-24	29-Jul-24	29-Aug-24	29-Sep-24	29-Oct-24	29-Nov-24	29-Dec-24	29-Jan-25	28-Feb-25	28-Mar-25	28-Apr-25	28-May-25	28-Jun-25	28-Jul-25	28-Aug-25	28-Sep-25
010		Utilities Design Phase Services (Lump Sum)																						
010	001	Utility Design Phase Services Administration (Management)																						
010	002	Utility Design Review Workshops																						
010	003	Utility Survey Basemap Development (50:50 split with Transportation)																						
010	004	Utility Preliminary Engineering Report and 60% Concept Plan Submittal																						
010	005	Utility Design 95% Design Submittal																						
010	006	Utility Design - Finalize for Bidding																						
020		Transportation Design Phase Services (Lump Sum)																						
020	001	Transportation Design Phase Services Administration (Management)																						
020	002	Transportation Design Review Workshops																						
020	003	Transportation Survey Basemap Development (50:50 split with Utilities)																						
020	004	Transportation Design - 60% Concept Plan Submittal																						
020	005	Transportation Design - 95%																						
020	006	Transportation Design - Finalize for Bidding																						
030		Stormwater Design Phase Services (Lump Sum)																						
030	001	Stormwater Design - 60% Concept Plan Submittal																						
030	002	Stormwater Design - 95%																						
030	003	Stormwater Design - Finalize for Bidding																						
040		Utility Design - Pot-holing Allowment (T&M)																						
040	001	Utility Design - Pot-holing Allowment (T&M)																						
041		Transportation Design - Pot-holing Allowment (T&M)																						
041	001	Transportation Design - Pot-holing Allowment (T&M)																						
050		Subcon - Geotechnical Engineering Subconsultant (T&M)																						
050	001	Subcon - Geotechnical Engineering																						
060		Bidding and Award Phase Services (T&M)																						
060	001	Bidding Phase Services Administration Management																						
060	002	Project Bidding																						
060	003	Bid Opening and Award Support																						
900		Management Reserve Fund																						
900	001	Model/Master Plan Verification																						
900	002	Management Reserve Fund																						