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**CITY COUNCIL  
MEETING AGENDA**

**September 3, 2024  
6:00 PM**

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

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**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. ID Sonshine Kootenai County Fairgrounds Health Clinic

**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 – August 20th, 2024, City Council Meeting
- b. Payables \_8.13.24-9.3.24\_\_\_\_\_ - \_\_\_\_\_
- c. Consultant Contract for Warren Park Frontage Improvements
- d. Boyd's Landing 1st Addition Subdivision Construction Improvement Agreement

- e. Surplus Woodbridge Playground
- f. MOU with Panhandle Health District for Administration of Rathdrum Prairie Aquifer Ordinance

## **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. Fee Hearing for Fiscal Year 2025
- b. 17th & Catherine Vacation File No. VAC-24-1

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

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

### **ACTION ITEMS:**

- a. Resolution Authorizing Use of Foregone Tax Authority
- b. Fiscal Year 2025 Budget Ordinance
- c. Alcoholic Beverage Fees
- d. Critical Materials Ordinance

## **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. Deferred Impact Fees for Attainable and Affordable Housing

## **5. CITIZEN ISSUES**

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

## **6. ADMINISTRATIVE / STAFF REPORTS**

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

- a. Streets Department Report

## **7. MAYOR AND COUNCIL COMMENTS**

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

## **8. EXECUTIVE SESSION**

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

## **ACTION ITEMS:**

- a. Idaho Code 74-206(1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need.

## **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.







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**CITY COUNCIL  
MEETING MINUTES**

**August 20, 2024  
6:00 PM**

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

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

a. Fiscal Year 2025 Budget

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

Ronald Jacobson– **Excused**

Deputy City Administrator Warren Wilson and Finance Director Jason Faulkner presented the proposed FY 2025 Budget. It has been 15 years since the city has taken any tax increases (2009). Cumulative inflation since 2009 is 46.61% for perspective. All the budget increases since then have been paid for by new growth, annexation, and URA closures. Inflation is outpacing the statutory budget increase caps. There have been escalating labor and living costs in the area. There is a fairly large increase in our insurance costs due to nationwide insurance market issues. There has been decreased state revenue distribution.

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

Mayor Ronald Jacobson – **Excused**

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

a. VHA Medical Foster Homes - Jamie Pillers

This item was canceled at the request of the presenter.

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

This program is to ensure a smooth relationship between employers and employees in the National Guard. Petty Officer Army Reserve Daniel Stevenson, Parks Supervisor has nominated Bryan Myers, Parks Manager, for this award.

## **AMENDMENTS TO THE AGENDA**

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

**None**

## **DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS**

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

**None**

### **1. CONSENT CALENDAR**

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

### **ACTION ITEMS:**

- a. Minutes – 08.06.2024, City Council Meeting
- b. Payables 8.6.24-8.20.24
- c. June Cash and Investments
- d. FY 2024 Audit Engagement Letter
- e. The Ridge At Prairie Falls Plat Application
- f. Our Next Venture Zone Change Reasoned Decision (ZC-23-4)
- g. Our Next Venture Zone Change Agreement (ZC-23-4)
- h. Surplus Kubota Tractor
- i. Addendum II to Appendix II of the Prairie Crossing Construction Improvement Agreement (CIA)
- j. Legion Park Master Development Agreement (SUP-23-4 & SUBD-23-6)

Steigleder: Do we choose the audit firm, or do they get chosen for us?

Jason Faulkner, Finance Director: We choose, I do go through an RFP every few years.

Steigleder: Have there been any monetary impacts to the delay in the project.

Rob Palus, City Engineer: There haven't been any cost or staffing impacts from the Prairie Crossing delays. They need to construct the roadways within the subdivision and some water

improvements they are working on with Ross Point Water District.

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

**Second by City Council Westlund.**

**Ayes: City Council Walker, City Council Malloy, 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. Fiscal Year 2025 Budget Hearing

### **Public Hearing Opened at 6:09 PM**

Deputy City Administrator Warren Wilson Presenting: This is the annual budget hearing for Fiscal Year 2025. The overall general fund budget is \$2.1 less than Fiscal Year 2024. Council sets a budget amount, not a tax levy. The levy is the budget divided by assessed taxable property value. There are statutory budget caps set by the state legislature. With new construction and annexation, it's only 90% of the market value. With closed urban renewal areas, it is capped at 80% of market value. The most that the city can raise its revenue is 3% over the highest budget in the past three years. The city's foregone balance is \$3.5 million. Foregone authority can be budgeted for operational needs and capital needs. Since 2009, the city has not taken any revenue increases other than new growth, annexation, and urban renewal closures. Over time, we have relied heavily on growth to pay for the new growth and the existing services. Some of the issues we are struggling with are inflation outpacing our 3% budget cap. The consumer price index is up 3.7% year over year. It is more expensive to live in Kootenai County and there are escalating labor costs in the area. There was a 30% mid-year police salary increase to keep up with the area's wages for law enforcement officers. The city's insurance agency, ICRMP, premium for the city has increased by \$100,000 due to industry wide issues. The anticipated revenues from the state for FY 25 are also reduced. Funding recommendations for FY 25 are limited. They include one additional police office, reclassifying four maintenance workers in public works, four new police vehicles, rapid flashing beacons, additional improvements to Warren Field Park in conjunction with a grant. Also, staff recommends a 3.5% COLA and up to a 4% merit for employees (if earned and if below top of grade) as well as a 10% health insurance increase. There were several dedicated fund recommendations for the vehicle replacement fund, facility construction fund, and the street replacement fund. Council asked staff to look into taking an additional 3% of capital foregone levy. It is a one-time expenditure and can only be spent on identified capital improvement projects. Enterprise funds including the water, water reclamation,

and solid waste. The impact of a 4% increase for a \$650,000 home is approximately \$44 additional taxes, for a \$800,000 home it would be approximately \$57 more.

Testimony

In Favor: None

Neutral: None

Opposed: None

Public Hearing Closed at 6:34 PM

Malloy: Cumulative inflation since the City of Post Falls has taken a tax increase is 46.6%. It's no longer tenable to continue without an increase.

Steigleder: So no new tax increases since 2009 are correct. So we have been using other money to pay for increases which are going down this year. My concern is, while we haven't taken a tax increase, we have grown and the tax increase is not going to cover things. I would like to see the tax increase to only cover operational costs.

Westlund: I share the same frustrations that Councilor Malloy shared. The purpose of the 3% cap is for inflation and now with the state changes, we are in a position that we have to take the 4% increase.

Ziegler: The efforts of the city council for the past 15 years have been a tremendous effort to keep the tax burden off of the citizens. The time has come when we can't do that anymore, and we have to take increases. The long term effect of the time foregone for capital, I would be in favor of entertaining the 4%.

Walker: I think the 3% capital is good. The long run is not the best route, but we don't know if it's going to be there. I am for the 4% to keep up with inflation.

Shove: The state has cut what we are going to receive. I'm in favor of increasing that.

Ziegler: I'm in favor.

Malloy: I'm afraid that we aren't going to be the only city that's exercising the little taxing authority we have left.

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

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#### **ACTION ITEMS:**

- a. Our Next Venture Zone Change Ordinance (ZC-23-4)

**Motion by City Council Steigleder to place the Ordinance Our Next Venture Zone Change (ZC-23-4) on its first and only reading by title only while under suspension of the rules.**

**Second by City Council Ziegler.**

**Ayes: City Council Walker, City Council Malloy, 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, PROVIDING FOR A CHANGE IN ZONING CLASSIFICATION FOR THE LAND DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM INDUSTRIAL (I) TO COMMUNITY COMMERCIAL SERVICES (CCS). PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT THE CHANGE; PROVIDING THAT ALL PRIOR ZONES APPLICABLE TO LANDS DESCRIBED IN SECTION 1 ARE HEREBY SUPERSEDED; AND PROVIDING AN EFFECTIVE DATE;

**Motion by City Council Steigleder to Approve the Ordinance Our Next Venture Zone Change (ZC-23-4) and to direct the clerk to assign the appropriate number and that it be published by summary only.**

**Second by City Council Ziegler.**

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

**Motion Carried**

#### **4. NEW BUSINESS**

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#### **ACTION ITEMS:**

- a. Proposed Critical Materials Ordinance and Memorandum of Understanding with Panhandle Health District

Utilities Manager, Craig Borrenpohl Presenting: This is the proposed Critical Materials Ordinance and MOU with Panhandle Health District. We have four stored reservoirs which provide water to our customers. Each water line goes to the Spokane Valley Rathdrum Prairie Aquifer. It has a designation of sole source aquifer and a sensitive resource aquifer. There has been historic and ongoing monitoring of the aquifer to make sure we are protecting that source. The Critical Materials Rule (CMR) was developed in 1993. The Panhandle Health District (PHD) administered the CMR for more than twenty years. In 2022 the state legislature deemed that the health districts were not state agencies and do not have rulemaking or enforcement authority on their own. Therefore, CMR was discontinued in 2022 putting the RPA into question. PHD and City staff worked to create an MOU and Ordinance to continue the CMR protections and enforcement. Staff believe existing protections directly benefit water system users and reducing protections could directly harm water system users. Coeur d'Alene has adopted an ordinance similar to ours, and Kootenai County is in the final stages of developing the rule.

Steigleder: Is there a fee schedule associated with the rule?

Borrenpohl: There is not, the costs to administer the program would be with the PHD.

Steigleder: Will businesses be assigned a fee?

Borrenpohl: PHD would be administering this and does not assign a fee for their administration work.

Steigleder: What would be an example of an exemption?

Borrenpohl: A facility could show compliance through a different mechanism than what is explicitly listed in the rule.

Steigleder: There's no appeal process for a denial

Borrenpohl: There is an appeals process, and that is one area that city staff may have a role in down the road.

Westlund: This law was changed at the state in 2022. What has happened in the two years since?

Borrenpohl: We have been working on the MOU since then.

**Motion by City Council Ziegler to Approve the Proposed Critical Materials Ordinance and Memorandum of Understanding with Panhandle Health District.**

**Second by City Council Steigleder.**

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

**Motion Carried**

b. Purchase and Sale Agreement with Treend/Schons, Lundy Easements and Property

Public Works Projects Division Manager Andrew Arbin Presenting: This will cover items b and c. Staff is recommending the purchase of two easements and one piece of property to facilitate installation of a new water line. The waterline would be from the Centennial Trail to Lundy Blvd and cross three parcels. The purchase of the easements would fulfill contract obligations. The property purchase would be for future lift station work and a water recycling line in the future.

**Motion by Ziegler to approve the purchase and sale agreement with Treene/Schons, Lundy easements and property and the purchase and sale agreement with Avista.**

**Second, by City Councillor Walker.**

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

**Motion Carried**

c. Purchase and Sale Agreement with Avista, Lundy Easement

Presentation and vote for this item was done in item 4c.

d. Prairie and Fennecus Roundabout Art Proposal

Community Development Director Bob Seale Presenting: This is for the proposed artwork to be installed at the Prairie and Fennecus roundabout. The proposal is from Jacklin Land Co. Visuals of the proposed project were shown. It would include a metal sculpture of a donkey pulling a plow with a farmer. Jacklin Land Co. wanted to provide something unique and something that represented the history of the area. There would also be some metal kinetic sculptures put around the sculpture. This is in the city's right of way and the developer would be working with the artist to get it completed and installed. The Jacklin Land Co will cover the cost of the art. The City will take over maintenance after the completion of the project as is normal.

Steigleder: I appreciate that we have added two new artworks, but would like to see local artists being used.

**Motion by Ziegler to approve the Prairie and Fennecus Roundabout Art Proposal.**

**Second, by City Council Westlund.**

**Ayes: City Council Walker, City Council Malloy, City Council Ziegler, City Council Shove,**

**City Council Steigleder, City Council Westlund  
Motion Carried**

**5. CITIZEN ISSUES**

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Ruben Rodriguez: I want to start out by saying thank you to the Council. I am with Idaho Sunshine. There is a free medical and dental event. Our first location will be at the fairgrounds on September 19th and 20th. No insurance is needed and first come, first served.

**6. ADMINISTRATIVE / STAFF REPORTS**

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

None

**7. MAYOR AND COUNCIL COMMENTS**

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

Malloy: I was in an accident three weeks ago. Literally, within three seconds a nurse was there and people were directing traffic. The outpouring of love and support has been amazing.

**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:**

**RETURN TO REGULAR SESSION**

**ADJOURNMENT**

Meeting Adjourned at 7:39 PM

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Ronald G. Jacobson, Mayor

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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: 9/3/2024**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Gracie Ficca, CSR/AP  
**SUBJECT:** Payables \_8.13.24-9.3.24\_\_\_\_\_ - \_\_\_\_\_

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**ITEM AND RECOMMENDED ACTION:**

Check Run 9.3.24

**DISCUSSION:**

Check Run 9.3.24

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

**APPROVED OR DIRECTION GIVEN:**

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

468137.39

**BUDGET CODE:**

Various

**ATTACHMENTS:**

1. Post Falls Check Approval Check Run 9.3.24
2. Hand Checks 9.3.24

# Post Falls Check Approval



City of Post Falls

Packet: APPKT13515 - Check Run 9.3.24  
Vendor Set: 01 - Vendor Set 01

Check Date: 8/26/2024

| Vendor Number                        | Vendor Name                              | Invoice #                       | Invoice Description               | Account Number     | Distribution Amount |
|--------------------------------------|------------------------------------------|---------------------------------|-----------------------------------|--------------------|---------------------|
| Bank Code                            | Payment Type                             |                                 |                                   |                    |                     |
| <b>Fund: 001 - GENERAL FUND</b>      |                                          |                                 |                                   |                    |                     |
| Balance Sheet Accounts               |                                          |                                 |                                   |                    |                     |
| <a href="#">VEN07931</a>             | HAYDEN HOMES                             |                                 |                                   |                    |                     |
| APMWB                                | Check                                    |                                 |                                   |                    |                     |
|                                      |                                          | <a href="#">BOND RELEASE -</a>  | BOND RELEASE - 1432 N MONGEAU     | 001-22115          | 2,000.00            |
|                                      |                                          | <a href="#">BOND RELEASE -</a>  | BOND RELEASE - 3862 N STOCKWELL   | 001-22115          | 2,000.00            |
|                                      |                                          | <a href="#">BOND RELEASE -</a>  | BOND RELEASE - 1450 N MONGEAU     | 001-22115          | 2,000.00            |
|                                      |                                          | <a href="#">BOND RELEASE -</a>  | BOND RELEASE - 1409 N MONGEAU     | 001-22115          | 2,000.00            |
|                                      |                                          | <a href="#">BOND RELEASE -</a>  | BOND RELEASE - 1494 N MONGEAU     | 001-22115          | 2,000.00            |
| <b>Balance Sheet Accounts Total:</b> |                                          |                                 |                                   |                    | <b>10,000.00</b>    |
| Dept: 411 Mayor & Council            |                                          |                                 |                                   |                    |                     |
| <a href="#">P4835</a>                | ProPrint                                 |                                 |                                   |                    |                     |
| APMWB                                | Check                                    | <a href="#">65954</a>           | Mayor Business Cards              | 001-411.0000.63060 | 31.00               |
| <b>Dept 411 Total:</b>               |                                          |                                 |                                   |                    | <b>31.00</b>        |
| Dept: 412 Information Systems        |                                          |                                 |                                   |                    |                     |
| <a href="#">D070</a>                 | Dell Marketing LP                        |                                 |                                   |                    |                     |
| APMWB                                | Check                                    | <a href="#">10766274190</a>     | PD IT Manager workstation         | 001-412.0000.80010 | 2,109.22            |
| <b>Dept 412 Total:</b>               |                                          |                                 |                                   |                    | <b>2,109.22</b>     |
| Dept: 414 Finance                    |                                          |                                 |                                   |                    |                     |
| <a href="#">B091</a>                 | BDS                                      |                                 |                                   |                    |                     |
| APMWB                                | Check                                    | <a href="#">95686</a>           | Delinquency notices               | 001-414.1445.62170 | 308.66              |
|                                      |                                          | <a href="#">96019</a>           | Utility Billing                   | 001-414.1445.62170 | 6,336.67            |
|                                      |                                          | <a href="#">96147</a>           | Delinquency Notices               | 001-414.1445.62170 | 354.94              |
|                                      |                                          | <a href="#">96020</a>           | Utility Billing                   | 001-414.1445.62190 | 159.50              |
|                                      |                                          | <a href="#">95686</a>           | Delinquency notices               | 001-414.1445.62190 | 159.16              |
|                                      |                                          | <a href="#">96147</a>           | Delinquency Notices               | 001-414.1445.62190 | 178.04              |
|                                      |                                          | <a href="#">96019</a>           | Utility Billing                   | 001-414.1445.62190 | 3,848.40            |
| <b>Dept 414 Total:</b>               |                                          |                                 |                                   |                    | <b>11,345.37</b>    |
| Dept: 421 Police                     |                                          |                                 |                                   |                    |                     |
| <a href="#">VEN14905</a>             | Car Wash Plaza                           |                                 |                                   |                    |                     |
| APMWB                                | Check                                    | <a href="#">1201</a>            | Car Wash Services - July 2024     | 001-421.0000.67170 | 100.00              |
| <a href="#">VEN14145</a>             | Charter Communications                   |                                 |                                   |                    |                     |
| APMWB                                | Check                                    | <a href="#">189568201081424</a> | PD Internet                       | 001-421.0000.65030 | 159.98              |
| <a href="#">VEN14874</a>             | Debra J Salish                           |                                 |                                   |                    |                     |
| APMWB                                | Check                                    | <a href="#">24-103</a>          | PD Uniform Hemming - Miller       | 001-421.4000.72000 | 12.00               |
| <a href="#">VEN14972</a>             | Frontline Communications Systems         |                                 |                                   |                    |                     |
| APMWB                                | Check                                    | <a href="#">22999</a>           | PD Vehicle Radio Antennas         | 001-421.0000.67100 | 127.56              |
| <a href="#">G020</a>                 | Galls, LLC                               |                                 |                                   |                    |                     |
| APMWB                                | Electronic Funds Transf                  | <a href="#">028731777</a>       | New Hire Uniform Equipment        | 001-421.0000.67020 | 415.72              |
|                                      |                                          | <a href="#">028772800</a>       | New Hire Uniform Pouches          | 001-421.0000.67020 | 437.08              |
|                                      |                                          | <a href="#">028720984</a>       | New Hire Equipment, Mace - Nilson | 001-421.0000.67020 | 21.05               |
| <a href="#">K011</a>                 | Kaminsky, Sullenberger & Associates, Inc |                                 |                                   |                    |                     |
| APMWB                                | Check                                    | <a href="#">2024-31-11</a>      | Seminar Registration - Mack       | 001-421.0000.64020 | 375.00              |
| <a href="#">L0195</a>                | Language Line Services                   |                                 |                                   |                    |                     |
| APMWB                                | Electronic Funds Transf                  | <a href="#">11357608</a>        | 911 Interpreter Services          | 001-421.0000.62040 | 334.69              |
| <a href="#">L140</a>                 | Lynn Peavey Company                      |                                 |                                   |                    |                     |
| APMWB                                | Check                                    | <a href="#">411747</a>          | Rifle Storage for Evidence        | 001-421.0000.63920 | 71.49               |
| <a href="#">VEN08971</a>             | Mister Green                             |                                 |                                   |                    |                     |
| APMWB                                | Check                                    | <a href="#">30597</a>           | PD Fall Lawn Maintenance          | 001-421.0000.68010 | 200.00              |
| <a href="#">N170</a>                 | North Idaho College                      |                                 |                                   |                    |                     |
| APMWB                                | Check                                    | <a href="#">WFT996332</a>       | ECO Academy Tuition - 2 Students  | 001-421.0000.64020 | 400.00              |

| Vendor Number<br>Bank Code     | Vendor Name<br>Payment Type     | Invoice #                         | Invoice Description                             | Account Number     | Distribution Amount |
|--------------------------------|---------------------------------|-----------------------------------|-------------------------------------------------|--------------------|---------------------|
| <a href="#">O050</a>           | Oxarc Inc.                      |                                   |                                                 |                    |                     |
| APMWB                          | Electronic Funds Transf         | <a href="#">0032137882</a>        | PFPD Stock Fire Extinguishers                   | 001-421.0000.67100 | 158.27              |
|                                |                                 | <a href="#">0032142076</a>        | PFPD Stock Fire Extinguisher Annual Inspec      | 001-421.0000.67170 | 61.49               |
| <a href="#">VEN12205</a>       | SpectraSite Communications, LLC |                                   |                                                 |                    |                     |
| APMWB                          | Check                           | <a href="#">4639874</a>           | Herborn Tower Rent                              | 001-421.0000.62040 | 676.08              |
| <a href="#">VEN03255</a>       | Ziply Fiber                     |                                   |                                                 |                    |                     |
| APMWB                          | Check                           | <a href="#">208-777-7569-0714</a> | PD Wifi                                         | 001-421.0000.65030 | 77.72               |
|                                |                                 | <a href="#">208-773-6415-0613</a> | PD Elevator Line                                | 001-421.0000.65030 | 50.09               |
|                                |                                 | <a href="#">208-197-0075-0408</a> | PD Phones                                       | 001-421.0000.65030 | 1,151.13            |
| Dept 421 Total:                |                                 |                                   |                                                 |                    | 4,829.35            |
| Dept: 431 Streets              |                                 |                                   |                                                 |                    |                     |
| <a href="#">VEN05261</a>       | CDA PAVING                      |                                   |                                                 |                    |                     |
| APMWB                          | Check                           | <a href="#">98380</a>             | Dumping Asphalt/gravel mix                      | 001-431.0000.68130 | 25.00               |
| <a href="#">VEN14753</a>       | Integrus Architecture, P.S.     |                                   |                                                 |                    |                     |
| APMWB                          | Check                           | <a href="#">22431.00-1</a>        | PW Operations Center Planning, June Invoic      | 001-431.0000.62040 | 19,089.00           |
| <a href="#">R1691</a>          | River City Paint & Decorating   |                                   |                                                 |                    |                     |
| APMWB                          | Check                           | <a href="#">56961</a>             | TriTech Filter                                  | 001-431.0000.68100 | 8.00                |
| <a href="#">R251</a>           | Serights Ace Hardware           |                                   |                                                 |                    |                     |
| APMWB                          | Check                           | <a href="#">358320/1</a>          | Air Plug                                        | 001-431.0000.68100 | 3.41                |
|                                |                                 | <a href="#">358483/1</a>          | Sprinkler head                                  | 001-431.0000.68130 | 11.69               |
|                                |                                 | <a href="#">358238/1</a>          | Hornet spray                                    | 001-431.0000.68130 | 8.98                |
|                                |                                 | <a href="#">358438/1</a>          | nuts & bolts                                    | 001-431.0000.68130 | 0.13                |
| <a href="#">VEN11816</a>       | TraffiCalm Systems              |                                   |                                                 |                    |                     |
| APMWB                          | Check                           | <a href="#">218965-71</a>         | RRFB's                                          | 001-431.0000.81505 | 21,978.72           |
| <a href="#">W090</a>           | Welch Comer & Associates, Inc.  |                                   |                                                 |                    |                     |
| APMWB                          | Electronic Funds Transf         | <a href="#">41354110-024</a>      | Spokane St Rehab Welch Invoice July 2024        | 001-431.1811.95040 | 38,097.50           |
| <a href="#">Z026</a>           | Ziegler Lumber Co #017          |                                   |                                                 |                    |                     |
| APMWB                          | Check                           | <a href="#">752119</a>            | Expansion Joint Filler                          | 001-431.0000.68150 | 39.80               |
| Dept 431 Total:                |                                 |                                   |                                                 |                    | 79,262.23           |
| Dept: 433 Facility Maintenance |                                 |                                   |                                                 |                    |                     |
| <a href="#">VEN14428</a>       | Asphalt Pros USA                |                                   |                                                 |                    |                     |
| APMWB                          | Electronic Funds Transf         | <a href="#">403</a>               | Crack fill, sealcoat & Stripe City Hall Parking | 001-433.0000.95015 | 8,475.00            |
| <a href="#">G098</a>           | Grainger                        |                                   |                                                 |                    |                     |
| APMWB                          | Check                           | <a href="#">9213976807</a>        | CH ear protection                               | 001-433.0000.63110 | 24.30               |
| <a href="#">P310</a>           | Platt Electric Supply           |                                   |                                                 |                    |                     |
| APMWB                          | Check                           | <a href="#">5K77207</a>           | HVAC fuses                                      | 001-433.0000.68030 | 463.68              |
| <a href="#">R251</a>           | Serights Ace Hardware           |                                   |                                                 |                    |                     |
| APMWB                          | Check                           | <a href="#">358540/1</a>          | mouse eradication                               | 001-433.0000.63730 | 5.93                |
|                                |                                 | <a href="#">358506/1</a>          | rodent eradication                              | 001-433.0000.63730 | 8.89                |
| <a href="#">T104</a>           | Tint Works                      |                                   |                                                 |                    |                     |
| APMWB                          | Check                           | <a href="#">26323</a>             | HR window tinting                               | 001-433.0000.68010 | 150.00              |
| <a href="#">W0226</a>          | Walter E Nelson Co              |                                   |                                                 |                    |                     |
| APMWB                          | Electronic Funds Transf         | <a href="#">530232</a>            | paper supplies ch and pd                        | 001-433.0000.63140 | 390.41              |
|                                |                                 | <a href="#">530233</a>            | cleaning supplies CH and PD                     | 001-433.0000.63150 | 120.88              |
| Dept 433 Total:                |                                 |                                   |                                                 |                    | 9,639.09            |
| Dept: 434 Fleet Maintenance    |                                 |                                   |                                                 |                    |                     |
| <a href="#">VEN07171</a>       | 208Tools                        |                                   |                                                 |                    |                     |
| APMWB                          | Check                           | <a href="#">081524103302</a>      | Lead Test Kit                                   | 001-434.0000.67090 | 235.50              |
|                                |                                 | <a href="#">072224102509</a>      | Tools                                           | 001-434.0000.67090 | 1,373.50            |
| <a href="#">A1395</a>          | Advanced Compressor & Hose Inc  |                                   |                                                 |                    |                     |
| APMWB                          | Check                           | <a href="#">96996</a>             | Pro-Tec-To Sleeve                               | 001-434.0000.63011 | 184.80              |
|                                |                                 |                                   |                                                 | 001-434.0000.63012 | 184.80              |
|                                |                                 |                                   |                                                 | 001-434.0000.63013 | 158.40              |
|                                |                                 | <a href="#">97086</a>             | 5 qt Plastic Measure                            | 001-434.0000.67090 | 17.18               |
| <a href="#">VEN14966</a>       | ARG Industrial                  |                                   |                                                 |                    |                     |
| APMWB                          | Check                           | <a href="#">H000822</a>           | Hose assemblies - S349                          | 001-434.0000.63011 | 807.37              |
|                                |                                 |                                   |                                                 | 001-434.0000.67120 | 104.72              |
| <a href="#">VEN14736</a>       | Cintas Corporation No. 3        |                                   |                                                 |                    |                     |

| Vendor Number<br>Bank Code | Vendor Name<br>Payment Type    | Invoice #                    | Invoice Description                       | Account Number     | Distribution Amount |
|----------------------------|--------------------------------|------------------------------|-------------------------------------------|--------------------|---------------------|
| APMWB                      | Check                          | <a href="#">4201648488</a>   | Fleet laundry & rug service               | 001-434.0000.63160 | 67.37               |
|                            |                                | <a href="#">4202342633</a>   | Fleet laundry & Rug Service               | 001-434.0000.63160 | 77.42               |
| <a href="#">C130</a>       | Coeur d'Alene Tractor          |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">CDA-128731</a>   | Auto Service - P449                       | 001-434.0000.67170 | 387.72              |
| <a href="#">VEN03826</a>   | FMI Equipment                  |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">SPK-104848</a>   | Sublet work - Parks                       | 001-434.0000.67170 | 814.59              |
| <a href="#">N001</a>       | Napa Auto Parts                |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">3688-307824</a>  | Battery - F601                            | 001-434.0000.63011 | 309.54              |
| <a href="#">VEN08121</a>   | PacWest Machinery LLC          |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">30422921</a>     | Hydraulic Fluid - loaders                 | 001-434.0000.63011 | 675.84              |
| <a href="#">R060</a>       | Ragan Equipment Co.            |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">01-147871</a>    | Pressure Washer - Fleet                   | 001-434.0000.67090 | 369.99              |
|                            |                                | <a href="#">01-148627</a>    | sublet repair - P474                      | 001-434.0000.67170 | 539.11              |
|                            |                                | <a href="#">01-145763</a>    | Sublet repair - P474                      | 001-434.0000.67170 | 1,156.75            |
| Dept 434 Total:            |                                |                              |                                           |                    | 7,464.60            |
| Dept: 441 Urban Forestry   |                                |                              |                                           |                    |                     |
| <a href="#">VEN14377</a>   | Affordable Stump Grinding      |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">1489</a>         | Stump Grinding on Moonstone               | 001-441.0000.62040 | 210.00              |
| <a href="#">I1117</a>      | Idaho Nursery & Landscape Assn |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">INLA-1</a>       | Annual Membership for Preston             | 001-441.0000.62060 | 100.00              |
| Dept 441 Total:            |                                |                              |                                           |                    | 310.00              |
| Dept: 442 Cemetery         |                                |                              |                                           |                    |                     |
| <a href="#">VEN05363</a>   | North 40 Outfitters            |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">047879/E</a>     | Coats                                     | 001-442.4000.72000 | 294.98              |
| <a href="#">N210</a>       | Northland Nursery              |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">220000056680</a> | top soil                                  | 001-442.0000.68170 | 403.20              |
| <a href="#">R1913</a>      | Rockhound Landscape Supply     |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">8162024</a>      | SOD                                       | 001-442.0000.68180 | 135.70              |
| <a href="#">W0226</a>      | Walter E Nelson Co             |                              |                                           |                    |                     |
| APMWB                      | Electronic Funds Transf        | <a href="#">530532</a>       | cleaning supplies                         | 001-442.0000.63150 | 310.56              |
| <a href="#">VEN07745</a>   | Wilbert Funeral Services       |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">mm26190</a>      | Rheinschmidt                              | 001-442.0000.63760 | 192.00              |
| Dept 442 Total:            |                                |                              |                                           |                    | 1,336.44            |
| Dept: 443 Parks            |                                |                              |                                           |                    |                     |
| <a href="#">VEN14808</a>   | Ardurra Group, Inc             |                              |                                           |                    |                     |
| APMWB                      | Electronic Funds Transf        | <a href="#">220689-7</a>     | Q'emiln Well Improvement Project Planning | 001-443.1658.62330 | 2,321.60            |
| <a href="#">VEN14428</a>   | Asphalt Pros USA               |                              |                                           |                    |                     |
| APMWB                      | Electronic Funds Transf        | <a href="#">409</a>          | Crackfill & seal coat Tullamore Trails    | 001-443.0000.68111 | 10,483.00           |
|                            |                                | <a href="#">414</a>          | Crackfill & Seal the Landings             | 001-443.0000.68111 | 5,145.00            |
| <a href="#">F020</a>       | Fastenal Company               |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">IDCOE205559</a>  | Blades for Saws                           | 001-443.0000.67090 | 124.33              |
| <a href="#">G0240</a>      | Garrett & Company Inc.         |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">3765</a>         | Tiles for Kiwanis Playground              | 001-443.0000.68013 | 736.00              |
| <a href="#">H1957</a>      | Horizon                        |                              |                                           |                    |                     |
| APMWB                      | Electronic Funds Transf        | <a href="#">2S219102</a>     | Trimmer Heads                             | 001-443.0000.66190 | 131.96              |
|                            |                                | <a href="#">2S218666</a>     | Baseline Hydrometer for Irrigation        | 001-443.0000.68230 | 3,954.98            |
| <a href="#">VEN14065</a>   | North Idaho Pest               |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">2024-04</a>      | Beaver Trapping at Falls Park             | 001-443.0000.68215 | 400.00              |
| <a href="#">N249</a>       | Northwest Playground Equipment |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">54037</a>        | Syringa Playground Replacement Parts      | 001-443.0000.68013 | 3,071.11            |
|                            |                                | <a href="#">54036</a>        | Rocky Ridge Rope for Syringa              | 001-443.0000.68013 | 864.58              |
| <a href="#">R060</a>       | Ragan Equipment Co.            |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">01-148330</a>    | Caster Wheels for Mower                   | 001-443.0000.66190 | 168.00              |
|                            |                                | <a href="#">01-148804</a>    | Backpack Blowers                          | 001-443.0000.66190 | 1,299.98            |
|                            |                                | <a href="#">01-148805</a>    | Repair Blower                             | 001-443.0000.66190 | 180.05              |
| <a href="#">R1691</a>      | River City Paint & Decorating  |                              |                                           |                    |                     |
| APMWB                      | Check                          | <a href="#">57047</a>        | Paint for Parks                           | 001-443.0000.68160 | 44.95               |
| <a href="#">R251</a>       | Serights Ace Hardware          |                              |                                           |                    |                     |

| Vendor Number                         | Vendor Name                         | Invoice #                     | Invoice Description                           | Account Number     | Distribution Amount |
|---------------------------------------|-------------------------------------|-------------------------------|-----------------------------------------------|--------------------|---------------------|
| Bank Code                             | Payment Type                        |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">358264/1</a>      | Mower Pin                                     | 001-443.0000.66190 | 4.31                |
|                                       |                                     | <a href="#">358427/1</a>      | Wire for Black Bay Project                    | 001-443.0000.67030 | 13.49               |
|                                       |                                     | <a href="#">358410/1</a>      | Hardware for South Parks                      | 001-443.0000.67030 | 29.10               |
|                                       |                                     | <a href="#">358313/1</a>      | Lag Screws for Shop                           | 001-443.0000.67030 | 16.40               |
|                                       |                                     | <a href="#">358293/1</a>      | Leaf Rake                                     | 001-443.0000.67090 | 26.98               |
|                                       |                                     | <a href="#">358455/1</a>      | White Spray Paint                             | 001-443.0000.68160 | 10.69               |
|                                       |                                     | <a href="#">358234/1</a>      | Irrigation Parts for Community Garden Project | 001-443.0000.94180 | 37.66               |
| <a href="#">A565</a>                  | SiteOne Landscape Supply, LLC       |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">144901316-001</a> | Trenching Shovel for Irrigation Work          | 001-443.0000.67090 | 28.37               |
|                                       |                                     | <a href="#">144903112-001</a> | Irrigation parts for South Parks              | 001-443.0000.68230 | 53.54               |
| <a href="#">T106</a>                  | Titan Truck Equipment               |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">1368093</a>       | P138 Upfit                                    | 001-443.0000.90010 | 5,032.87            |
| <a href="#">W140</a>                  | Western Equipment Distributors      |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">INV038341</a>     | Mower Repair Parts                            | 001-443.0000.66190 | 133.67              |
| <a href="#">VEN03968</a>              | Wilbur-Ellis Company - Spokane      |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">16736802</a>      | Chemicals for weed & turf maintenance         | 001-443.0000.68220 | 7,788.40            |
| <a href="#">Z026</a>                  | Ziegler Lumber Co #017              |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">748282</a>        | Saw Blades                                    | 001-443.0000.67090 | 58.86               |
| Dept 443 Total:                       |                                     |                               |                                               |                    | 42,159.88           |
| Dept: 444 Parks - Construction        |                                     |                               |                                               |                    |                     |
| <a href="#">H003</a>                  | H.D. Fowler Company                 |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">16791781</a>      | Irrigation Parts for Community Garden Project | 001-444.0000.94180 | 38.63               |
| <a href="#">R251</a>                  | Serights Ace Hardware               |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">358537/1</a>      | Irrigation for Community Garden Project       | 001-444.0000.94180 | 24.44               |
| <a href="#">A565</a>                  | SiteOne Landscape Supply, LLC       |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">145034176-001</a> | Irrigation parts for the Community Project    | 001-444.0000.94180 | 28.00               |
|                                       |                                     | <a href="#">144932886-001</a> | Community Garden Project Irrigation Parts     | 001-444.0000.94180 | 297.49              |
| Dept 444 Total:                       |                                     |                               |                                               |                    | 388.56              |
| Dept: 445 Recreation                  |                                     |                               |                                               |                    |                     |
| <a href="#">VEN01020</a>              | Cindy Jacobs                        |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">08.16.24</a>      | Contractual August Payment                    | 001-445.0000.62040 | 115.50              |
| <a href="#">N2332</a>                 | Collins, Tom                        |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">08.16.24</a>      | Contractual August Payment                    | 001-445.0000.62040 | 264.60              |
| <a href="#">VEN01197</a>              | Post Falls High School              |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">08.23.24</a>      | Summer Tennis Contractual Payment             | 001-445.0000.62040 | 946.55              |
| Dept 445 Total:                       |                                     |                               |                                               |                    | 1,326.65            |
| Dept: 451 Planning & Zoning           |                                     |                               |                                               |                    |                     |
| <a href="#">P220</a>                  | Post Falls Area Chamber of Commerce |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">69867</a>         | RCLS Class of 2025 Orientation (Anna Satal    | 001-451.0000.64020 | 850.00              |
| <a href="#">P4835</a>                 | ProPrint                            |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">65955</a>         | 2000 ENVELOPES-COMMUNITY DEVELOP              | 001-451.0000.63060 | 75.34               |
| Dept 451 Total:                       |                                     |                               |                                               |                    | 925.34              |
| Dept: 452 Building Inspector          |                                     |                               |                                               |                    |                     |
| <a href="#">B091</a>                  | BDS                                 |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">96020</a>         | Utility Billing                               | 001-452.0000.62040 | 50.00               |
| <a href="#">P4835</a>                 | ProPrint                            |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">65955</a>         | 2000 ENVELOPES-COMMUNITY DEVELOP              | 001-452.0000.63000 | 75.33               |
| Dept 452 Total:                       |                                     |                               |                                               |                    | 125.33              |
| Dept: 453 Engineering                 |                                     |                               |                                               |                    |                     |
| <a href="#">J105</a>                  | J-U-B Engineers, Inc.               |                               |                                               |                    |                     |
| APMWB                                 | Electronic Funds Transf             | <a href="#">0175962</a>       | Surface Transportation Block Grant            | 001-453.0000.62040 | 4,500.00            |
| <a href="#">P4835</a>                 | ProPrint                            |                               |                                               |                    |                     |
| APMWB                                 | Check                               | <a href="#">65955</a>         | 2000 ENVELOPES-COMMUNITY DEVELOP              | 001-453.0000.63060 | 75.33               |
| Dept 453 Total:                       |                                     |                               |                                               |                    | 4,575.33            |
| Dept: 454 Community Development Admin |                                     |                               |                                               |                    |                     |

| Vendor Number<br>Bank Code                   | Vendor Name<br>Payment Type     | Invoice #                   | Invoice Description                                           | Account Number     | Distribution Amount |
|----------------------------------------------|---------------------------------|-----------------------------|---------------------------------------------------------------|--------------------|---------------------|
| <a href="#">P050</a>                         | Panhandle Area Council          |                             |                                                               |                    |                     |
| APMWB                                        | Check                           | <a href="#">01-PFM</a>      | EDA Grant Administration from 03-24 to 07-2001-454.0000.62040 |                    | 2,000.00            |
| Dept 454 Total:                              |                                 |                             |                                                               |                    | 2,000.00            |
| Fund 001 Total:                              |                                 |                             |                                                               |                    | 177,828.39          |
| <b>Fund: 003 - PERSONNEL BENEFIT POOL</b>    |                                 |                             |                                                               |                    |                     |
| Dept: 482 Personnel Pool                     |                                 |                             |                                                               |                    |                     |
| <a href="#">VEN04994</a>                     | Gallagher Benefit Services Inc. |                             |                                                               |                    |                     |
| APMWB                                        | Electronic Funds Transf         | <a href="#">319464</a>      | August 2024 Benefit Consulting Fee                            | 003-482.0000.62040 | 2,500.00            |
| Dept 482 Total:                              |                                 |                             |                                                               |                    | 2,500.00            |
| Fund 003 Total:                              |                                 |                             |                                                               |                    | 2,500.00            |
| <b>Fund: 008 - 911 SUPPORT</b>               |                                 |                             |                                                               |                    |                     |
| Dept: 426 911 Support                        |                                 |                             |                                                               |                    |                     |
| <a href="#">VEN14818</a>                     | Broadcast Systems               |                             |                                                               |                    |                     |
| APMWB                                        | Check                           | <a href="#">7223</a>        | 911 Dispatch HiperWall Computer replacement                   | 008-426.0000.66040 | 9,811.12            |
| <a href="#">D070</a>                         | Dell Marketing LP               |                             |                                                               |                    |                     |
| APMWB                                        | Check                           | <a href="#">10767494768</a> | Hyper-v storage support                                       | 008-426.0000.67290 | 13,074.92           |
| Dept 426 Total:                              |                                 |                             |                                                               |                    | 22,886.04           |
| Fund 008 Total:                              |                                 |                             |                                                               |                    | 22,886.04           |
| <b>Fund: 011 - FACILITY BUILDING RESERVE</b> |                                 |                             |                                                               |                    |                     |
| Dept: 491 Facility Building Reserve          |                                 |                             |                                                               |                    |                     |
| <a href="#">VEN12372</a>                     | Bernardo/Wills Architects, PC   |                             |                                                               |                    |                     |
| APMWB                                        | Check                           | <a href="#">24704</a>       | City Hall Remodel BW Invoice July 2024                        | 011-491.1801.93163 | 7,788.75            |
| Dept 491 Total:                              |                                 |                             |                                                               |                    | 7,788.75            |
| Fund 011 Total:                              |                                 |                             |                                                               |                    | 7,788.75            |
| <b>Fund: 037 - STREETS IMPACT FEES</b>       |                                 |                             |                                                               |                    |                     |
| Dept: 431 Streets                            |                                 |                             |                                                               |                    |                     |
| <a href="#">J105</a>                         | J-U-B Engineers, Inc.           |                             |                                                               |                    |                     |
| APMWB                                        | Electronic Funds Transf         | <a href="#">0175910</a>     | TMP Updates                                                   | 037-431.0000.80290 | 2,035.00            |
| Dept 431 Total:                              |                                 |                             |                                                               |                    | 2,035.00            |
| Fund 037 Total:                              |                                 |                             |                                                               |                    | 2,035.00            |
| <b>Fund: 038 - PARKS IMPACT FEES</b>         |                                 |                             |                                                               |                    |                     |
| Dept: 443 Parks                              |                                 |                             |                                                               |                    |                     |
| <a href="#">VEN12724</a>                     | Civitas, Inc                    |                             |                                                               |                    |                     |
| APMWB                                        | Check                           | <a href="#">26933</a>       | Black Bay Schedule A Construction                             | 038-443.0000.94070 | 10,867.20           |
|                                              |                                 | <a href="#">26932</a>       | Black Bay Bid Schedule B Work                                 | 038-443.0000.94070 | 1,125.00            |
| Dept 443 Total:                              |                                 |                             |                                                               |                    | 11,992.20           |
| Fund 038 Total:                              |                                 |                             |                                                               |                    | 11,992.20           |
| <b>Fund: 650 - RECLAIMED WATER OPERATING</b> |                                 |                             |                                                               |                    |                     |
| Dept: 463 Wastewater Operating               |                                 |                             |                                                               |                    |                     |
| <a href="#">A1395</a>                        | Advanced Compressor & Hose Inc  |                             |                                                               |                    |                     |
| APMWB                                        | Check                           | <a href="#">96903</a>       | Nylon Sling                                                   | 650-463.0000.68025 | 161.72              |
|                                              |                                 | <a href="#">96982</a>       | WWTP Supplies                                                 | 650-463.0000.68025 | 149.72              |
|                                              |                                 | <a href="#">97063</a>       | Fire Hose & Nozzle, Black Ties                                | 650-463.0000.68025 | 546.73              |
| <a href="#">A424</a>                         | Anatek Labs, Inc.               |                             |                                                               |                    |                     |
| APMWB                                        | Check                           | <a href="#">2418689</a>     | IPT sampling at Buck Knives                                   | 650-463.0000.63871 | 2,700.00            |
|                                              |                                 | <a href="#">2420666</a>     | Surface Water                                                 | 650-463.0000.68360 | 615.00              |
| <a href="#">C1161</a>                        | CDA Garbage                     |                             |                                                               |                    |                     |
| APMWB                                        | Electronic Funds Transf         | <a href="#">09-52613</a>    | Trees on Mound                                                | 650-463.0000.68010 | 12.15               |
| <a href="#">VEN14736</a>                     | Cintas Corporation No. 3        |                             |                                                               |                    |                     |

| Vendor Number                      | Vendor Name                    | Invoice #                    | Invoice Description                        | Account Number     | Distribution Amount |
|------------------------------------|--------------------------------|------------------------------|--------------------------------------------|--------------------|---------------------|
| Bank Code                          | Payment Type                   |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">4200940580</a>   | WW Uniforms                                | 650-463.4000.72000 | 176.05              |
|                                    |                                | <a href="#">4202343249</a>   | WWTP Uniforms                              | 650-463.4000.72000 | 176.36              |
|                                    |                                | <a href="#">4201648973</a>   | WW Uniforms                                | 650-463.4000.72000 | 177.22              |
| <a href="#">F020</a>               | Fastenal Company               |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">IDCOE205293</a>  | WW Shop Supplies                           | 650-463.0000.68025 | 65.29               |
|                                    |                                | <a href="#">IDCOE205439</a>  | WW Shop Supplies                           | 650-463.0000.68025 | 188.99              |
| <a href="#">G098</a>               | Grainger                       |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">9202516382</a>   | Reducing Adapter                           | 650-463.0000.68025 | 19.08               |
|                                    |                                | <a href="#">9208763160</a>   | Tank Fitting                               | 650-463.0000.68025 | 9.21                |
|                                    |                                | <a href="#">9202516374</a>   | Spring check valve                         | 650-463.0000.68025 | 74.88               |
| <a href="#">H030</a>               | Hach Company                   |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">14131240</a>     | AMMONIA TNT+                               | 650-463.0000.63400 | 78.11               |
| <a href="#">H1957</a>              | Horizon                        |                              |                                            |                    |                     |
| APMWB                              | Electronic Funds Transf        | <a href="#">2S217491</a>     | WWTP Supplies                              | 650-463.0000.68010 | 538.14              |
| <a href="#">I129</a>               | Idaho Rural Water Assoc.       |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">E6172</a>        | Wastewater Treatment III/IV Review Ricky E | 650-463.0000.64020 | 360.00              |
| <a href="#">I2731</a>              | Inland Environmental Resources |                              |                                            |                    |                     |
| APMWB                              | Electronic Funds Transf        | <a href="#">2024-6192</a>    | Mag delivery                               | 650-463.0000.63008 | 9,011.60            |
|                                    |                                | <a href="#">2024-6126</a>    | replacement mag tank and mixer             | 650-463.3122.68400 | 5,674.25            |
| <a href="#">N040</a>               | NCL of Wisconsin, Inc.         |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">507248</a>       | Lab Supplies                               | 650-463.0000.63400 | 1,069.94            |
| <a href="#">O040</a>               | Overhead Door Company          |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">564291</a>       | Admin 2 Roller Chain Repair                | 650-463.0000.68010 | 345.00              |
| <a href="#">R251</a>               | Serights Ace Hardware          |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">358270/1</a>     | Flex Seal, Painters Tape, Super Glue       | 650-463.0000.63400 | 129.92              |
|                                    |                                | <a href="#">357815/1</a>     | Clamps                                     | 650-463.0000.67090 | 21.52               |
|                                    |                                | <a href="#">357811/1</a>     | PRNRS BYPS CRB STL 11.5"                   | 650-463.0000.68025 | 19.79               |
|                                    |                                | <a href="#">357918/1</a>     | Tie Down & Strap                           | 650-463.0000.68025 | 46.39               |
|                                    |                                | <a href="#">358075/1</a>     | FLEX TUBING 3/8"X10'                       | 650-463.0000.68025 | 5.39                |
|                                    |                                | <a href="#">358414/1</a>     | WWTP Shop Supplies                         | 650-463.0000.68025 | 283.51              |
|                                    |                                | <a href="#">358018/1</a>     | Battery & Cable                            | 650-463.0000.68025 | 16.59               |
|                                    |                                | <a href="#">358280/1</a>     | WWTP Supplies                              | 650-463.0000.68025 | 7.18                |
| <a href="#">S140</a>               | Sherwin Williams               |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">1441-3</a>       | Gray Paint                                 | 650-463.0000.68025 | 65.00               |
| <a href="#">U145</a>               | USABlue Book                   |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">INV00440048</a>  | Syringe Filters                            | 650-463.0000.63400 | 800.15              |
| Dept 463 Total:                    |                                |                              |                                            |                    | 23,544.88           |
| Dept: 466 Wastewater - Collections |                                |                              |                                            |                    |                     |
| <a href="#">A1395</a>              | Advanced Compressor & Hose Inc |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">96949</a>        | Heat Shrink Terminal Kit                   | 650-466.0000.63330 | 28.78               |
|                                    |                                | <a href="#">97014</a>        | Nylon Sling, Glue & Teflon                 | 650-466.0000.63330 | 43.91               |
| <a href="#">VEN14736</a>           | Cintas Corporation No. 3       |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">4201648973</a>   | WW Uniforms                                | 650-466.4000.72000 | 177.22              |
|                                    |                                | <a href="#">4202343249</a>   | WWTP Uniforms                              | 650-466.4000.72000 | 176.36              |
|                                    |                                | <a href="#">4200940580</a>   | WW Uniforms                                | 650-466.4000.72000 | 176.05              |
| <a href="#">C3090</a>              | Columbia Electric Supply       |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">1120-1018271</a> | Water level transducers                    | 650-466.0000.63006 | 2,181.42            |
| <a href="#">C410</a>               | Country Lock & Key, Inc.       |                              |                                            |                    |                     |
| APMWB                              | Electronic Funds Transf        | <a href="#">13993</a>        | WWTP Keys                                  | 650-466.0000.68010 | 29.95               |
| <a href="#">G098</a>               | Grainger                       |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">9202138351</a>   | Wire Rope Sling & Hook                     | 650-466.0000.67090 | 176.94              |
|                                    |                                | <a href="#">9218583681</a>   | PLEATED AIR FILTER,20X20X4                 | 650-466.0000.68010 | 127.80              |
| <a href="#">K037</a>               | Hotstart Sales                 |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">CD99563336</a>   | HTR 1kW 120V 80-100F                       | 650-466.0000.63006 | 196.42              |
| <a href="#">I129</a>               | Idaho Rural Water Assoc.       |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">E6352</a>        | Operator Safety in the Workplace Don E     | 650-466.0000.64020 | 120.00              |
| <a href="#">N001</a>               | Napa Auto Parts                |                              |                                            |                    |                     |
| APMWB                              | Check                          | <a href="#">3688-305114</a>  | Antifreeze Maintenance on 3 Generators     | 650-466.0000.63000 | 295.44              |
|                                    |                                | <a href="#">3668-305043</a>  | Antifreeze for Generator Seltice           | 650-466.0000.63000 | 131.88              |
|                                    |                                | <a href="#">3688-304990</a>  | Repair on Portable Generator               | 650-466.0000.63000 | 10.31               |



| Vendor Number<br>Bank Code                      | Vendor Name<br>Payment Type            | Invoice #                              | Invoice Description                          | Account Number     | Distribution Amount |
|-------------------------------------------------|----------------------------------------|----------------------------------------|----------------------------------------------|--------------------|---------------------|
| APMWB                                           | Check                                  | <a href="#">3688-305174</a>            | Barrel Pump for Maint at LS                  | 650-466.0000.63006 | 80.43               |
|                                                 |                                        | <a href="#">3688-306366</a>            | Washer Fluid                                 | 650-466.0000.67170 | 6.54                |
| <a href="#">B100</a>                            | Owen Equipment Company                 |                                        |                                              |                    |                     |
| APMWB                                           | Check                                  | <a href="#">00130503</a>               | VALVE LAYOUT DI                              | 650-466.0000.63330 | 1,188.86            |
| <a href="#">P180</a>                            | Perfection Tire                        |                                        |                                              |                    |                     |
| APMWB                                           | Check                                  | <a href="#">1077149</a>                | Wheel & Tire DDTP                            | 650-466.0000.67170 | 162.73              |
| <a href="#">VEN12936</a>                        | Rocky Mountain Valve & Automation, Inc |                                        |                                              |                    |                     |
| APMWB                                           | Check                                  | <a href="#">003469</a>                 | Seltice L/S check valve replacement          | 650-466.3104.68400 | 15,099.88           |
| <a href="#">R251</a>                            | Serights Ace Hardware                  |                                        |                                              |                    |                     |
| APMWB                                           | Check                                  | <a href="#">358022/1</a>               | 3rd St Supplies                              | 650-466.0000.63006 | 19.81               |
|                                                 |                                        | <a href="#">357793/1</a>               | WWTP Suplies                                 | 650-466.0000.63330 | 123.69              |
|                                                 |                                        | <a href="#">358085/1</a>               | WWTP Supplies                                | 650-466.0000.63330 | 5.20                |
|                                                 |                                        | <a href="#">358369/1</a>               | Screw Driver & Supplies                      | 650-466.0000.67090 | 34.31               |
| <a href="#">VEN13448</a>                        | SmartCover Systems                     |                                        |                                              |                    |                     |
| APMWB                                           | Check                                  | <a href="#">33494</a>                  | Smart cover renewal                          | 650-466.0000.66012 | 2,401.09            |
| <a href="#">VEN05954</a>                        | Toby's Battery & Auto Electric, LLC    |                                        |                                              |                    |                     |
| APMWB                                           | Check                                  | <a href="#">24080472</a>               | 12V & 6V Batteries                           | 650-466.0000.63000 | 1,148.08            |
| <a href="#">W2066</a>                           | Whitney Equipment Co. Inc.             |                                        |                                              |                    |                     |
| APMWB                                           | Check                                  | <a href="#">PS-INV109447</a>           | 3rd st l/s pump upgrade                      | 650-466.3104.68400 | 73,823.45           |
| Dept 466 Total:                                 |                                        |                                        |                                              |                    | 97,966.55           |
| Dept: 468 Wastewater - Surface Water            |                                        |                                        |                                              |                    |                     |
| <a href="#">H1957</a>                           | Horizon                                |                                        |                                              |                    |                     |
| APMWB                                           | Electronic Funds Transf                | <a href="#">2S17491</a>                | WWTP Shop Supplies                           | 650-468.0000.68380 | 538.14              |
| <a href="#">R1913</a>                           | Rockhound Landscape Supply             |                                        |                                              |                    |                     |
| APMWB                                           | Check                                  | <a href="#">8.2.2024</a>               | 500sf Sod                                    | 650-468.0000.68380 | 295.00              |
| <a href="#">R251</a>                            | Serights Ace Hardware                  |                                        |                                              |                    |                     |
| APMWB                                           | Check                                  | <a href="#">357949/1</a>               | PVC & Cement                                 | 650-468.0000.68380 | 31.48               |
|                                                 |                                        | <a href="#">358035/1</a>               | Grass Seed                                   | 650-468.0000.68380 | 98.99               |
|                                                 |                                        | <a href="#">358170/1</a>               | Weed killer                                  | 650-468.0000.68380 | 110.68              |
| <a href="#">VEN03968</a>                        | Wilbur-Ellis Company - Spokane         |                                        |                                              |                    |                     |
| APMWB                                           | Check                                  | <a href="#">16733898</a>               | pesticides                                   | 650-468.0000.68220 | 3,557.55            |
| Dept 468 Total:                                 |                                        |                                        |                                              |                    | 4,631.84            |
| Fund 650 Total:                                 |                                        |                                        |                                              |                    | 126,143.27          |
| Fund: 651 - RECLAIMED WATER CAPITAL - WWTP      |                                        |                                        |                                              |                    |                     |
| Dept: 463 Wastewater Operating                  |                                        |                                        |                                              |                    |                     |
| <a href="#">A293</a>                            | Allwest Testing & Engin., LLC          |                                        |                                              |                    |                     |
| APMWB                                           | Check                                  | <a href="#">237359</a>                 | Tertiary Upgrade Allwest Invoice July/August | 651-463.3213.90015 | 6,624.00            |
| Dept 463 Total:                                 |                                        |                                        |                                              |                    | 6,624.00            |
| Fund 651 Total:                                 |                                        |                                        |                                              |                    | 6,624.00            |
| Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR |                                        |                                        |                                              |                    |                     |
| Dept: 463 Wastewater Operating                  |                                        |                                        |                                              |                    |                     |
| <a href="#">VEN14808</a>                        | Ardurra Group, Inc                     |                                        |                                              |                    |                     |
| APMWB                                           | Electronic Funds Transf                | <a href="#">200143-50</a>              | Ponderosa LS Ardurra Invoice July 2024       | 652-463.3214.95520 | 1,987.00            |
| <a href="#">VEN11676</a>                        | Keller Associates, Inc                 |                                        |                                              |                    |                     |
| APMWB                                           | Check                                  | <a href="#">0242313</a>                | 12th Ave FM Phase 2 Keller Invoice July 2026 | 652-463.3228.95520 | 1,335.00            |
| <a href="#">VEN14957</a>                        | Sonray Enterprises LLC                 |                                        |                                              |                    |                     |
| APMWB                                           | Check                                  | <a href="#">12th Ave FM Pay App #5</a> | 12th Ave FM Pay App #5                       | 652-463.3228.95520 | 78,466.66           |
| <a href="#">W090</a>                            | Welch Comer & Associates, Inc.         |                                        |                                              |                    |                     |
| APMWB                                           | Electronic Funds Transf                | <a href="#">41354160-006</a>           | Guy RD LS Abandon & Gravity Welch Invoice    | 652-463.3232.95520 | 2,148.75            |
|                                                 |                                        | <a href="#">41354120-027</a>           | Corbin LS Welch Invoice July 2024            | 652-463.3234.95520 | 10,911.11           |
| Dept 463 Total:                                 |                                        |                                        |                                              |                    | 94,848.52           |
| Fund 652 Total:                                 |                                        |                                        |                                              |                    | 94,848.52           |
| Fund: 750 - WATER OPERATING                     |                                        |                                        |                                              |                    |                     |
| Dept: 462 Water Operating                       |                                        |                                        |                                              |                    |                     |



| Vendor Number            | Vendor Name               | Invoice #                      | Invoice Description                         | Account Number     | Distribution Amount |
|--------------------------|---------------------------|--------------------------------|---------------------------------------------|--------------------|---------------------|
| Bank Code                | Payment Type              |                                |                                             |                    |                     |
| <a href="#">A090</a>     | Accurate Testing Labs LLC |                                |                                             |                    |                     |
| APMWB                    | Check                     | <a href="#">140567</a>         | Water Testing                               | 750-462.0000.68360 | 150.00              |
|                          |                           | <a href="#">140553</a>         |                                             | 750-462.0000.68360 | 150.00              |
|                          |                           | <a href="#">139905</a>         | Well 11 Water Testing                       | 750-462.0000.68360 | 2,325.00            |
|                          |                           | <a href="#">140489</a>         | Water Testing                               | 750-462.0000.68360 | 150.00              |
| <a href="#">VEN14551</a> | Andy's Heating & Cooling  |                                |                                             |                    |                     |
| APMWB                    | Check                     | <a href="#">27744693</a>       | Replaced Thermostatic Expansion Valve       | 750-462.3315.68382 | 1,185.00            |
|                          |                           | <a href="#">27698352</a>       | Perform full system evaluation on Well 3 HV | 750-462.3315.68382 | 250.00              |
| <a href="#">C360</a>     | Consolidated Supply Co.   |                                |                                             |                    |                     |
| APMWB                    | Electronic Funds Transfr  | <a href="#">S012029686.002</a> | Curb Key                                    | 750-462.0000.63280 | 130.00              |
|                          |                           | <a href="#">S012038925.001</a> | meter box covers                            | 750-462.0000.63280 | 389.52              |
|                          |                           | <a href="#">S012029926.001</a> | 1-1/4" IPS Liner                            | 750-462.0000.63280 | 72.82               |
|                          |                           | <a href="#">S012029926.002</a> | Dog Bone Wrench                             | 750-462.0000.63280 | 101.18              |
|                          |                           | <a href="#">S012029944.001</a> | Self Adjusting Pipe Wrench                  | 750-462.0000.63280 | 59.97               |
|                          |                           | <a href="#">S012029686.001</a> | Curb Key                                    | 750-462.0000.63280 | 130.00              |
| <a href="#">C3814</a>    | Co-op Supply. INC.        |                                |                                             |                    |                     |
| APMWB                    | Check                     | <a href="#">349724</a>         | Alcohol                                     | 750-462.0000.63280 | 197.94              |
| <a href="#">VEN14516</a> | Farwest Steel Corporation |                                |                                             |                    |                     |
| APMWB                    | Check                     | <a href="#">2130806</a>        | PLATE 6061 ALUMINUM .500                    | 750-462.0000.63280 | 1,081.56            |
| <a href="#">VEN14305</a> | General Pacific, Inc      |                                |                                             |                    |                     |
| APMWB                    | Electronic Funds Transfr  | <a href="#">1499430</a>        | 2" Meter HRE 8 Dial                         | 750-462.0000.63280 | 6,312.00            |
|                          |                           | <a href="#">1498996</a>        | M55 Housing Bottom Liner                    | 750-462.0000.63280 | 80.00               |
| <a href="#">H1957</a>    | Horizon                   |                                |                                             |                    |                     |
| APMWB                    | Electronic Funds Transfr  | <a href="#">2S217832</a>       | PVB Backflow, 2" Galvanized Union           | 750-462.0000.63280 | 1,056.72            |
| <a href="#">N001</a>     | Napa Auto Parts           |                                |                                             |                    |                     |
| APMWB                    | Check                     | <a href="#">7439-018915</a>    | Service Truck Tools & Supplies              | 750-462.0000.67090 | 1,030.56            |
| <a href="#">P180</a>     | Perfection Tire           |                                |                                             |                    |                     |
| APMWB                    | Check                     | <a href="#">1077841</a>        | Full Synthetic Oil Change W116              | 750-462.0000.67170 | 98.21               |
| <a href="#">P310</a>     | Platt Electric Supply     |                                |                                             |                    |                     |
| APMWB                    | Check                     | <a href="#">5K94625</a>        | Electrical Tester                           | 750-462.0000.67090 | 186.98              |
| <a href="#">R251</a>     | Serights Ace Hardware     |                                |                                             |                    |                     |
| APMWB                    | Check                     | <a href="#">358477/1</a>       | Gas Can                                     | 750-462.0000.63280 | 44.99               |
|                          |                           | <a href="#">358199/1</a>       | STEP STOOL                                  | 750-462.0000.63280 | 80.99               |
|                          |                           | <a href="#">358241/1</a>       | Shop Supplies Water                         | 750-462.0000.63280 | 127.10              |
|                          |                           | <a href="#">358201/1</a>       | 9V Batteries                                | 750-462.0000.63280 | 38.97               |
|                          |                           | <a href="#">358314/1</a>       | Water Shop Supplies                         | 750-462.0000.63280 | 61.71               |
| Dept 462 Total:          |                           |                                |                                             |                    | 15,491.22           |
| Fund 750 Total:          |                           |                                |                                             |                    | 15,491.22           |
| Report Total:            |                           |                                |                                             |                    | 468,137.39          |



| Fund               | Account            | Amount    |
|--------------------|--------------------|-----------|
| 001 - GENERAL FUND |                    |           |
|                    | 001-22115          | 10,000.00 |
|                    | 001-411.0000.63060 | 31.00     |
|                    | 001-412.0000.80010 | 2,109.22  |
|                    | 001-414.1445.62170 | 7,000.27  |
|                    | 001-414.1445.62190 | 4,345.10  |
|                    | 001-421.0000.62040 | 1,010.77  |
|                    | 001-421.0000.63920 | 71.49     |
|                    | 001-421.0000.64020 | 775.00    |
|                    | 001-421.0000.65030 | 1,438.92  |
|                    | 001-421.0000.67020 | 873.85    |
|                    | 001-421.0000.67100 | 285.83    |
|                    | 001-421.0000.67170 | 161.49    |
|                    | 001-421.0000.68010 | 200.00    |
|                    | 001-421.4000.72000 | 12.00     |
|                    | 001-431.0000.62040 | 19,089.00 |
|                    | 001-431.0000.68100 | 11.41     |
|                    | 001-431.0000.68130 | 45.80     |
|                    | 001-431.0000.68150 | 39.80     |
|                    | 001-431.0000.81505 | 21,978.72 |
|                    | 001-431.1811.95040 | 38,097.50 |
|                    | 001-433.0000.63110 | 24.30     |
|                    | 001-433.0000.63140 | 390.41    |
|                    | 001-433.0000.63150 | 120.88    |
|                    | 001-433.0000.63730 | 14.82     |
|                    | 001-433.0000.68010 | 150.00    |
|                    | 001-433.0000.68030 | 463.68    |
|                    | 001-433.0000.95015 | 8,475.00  |
|                    | 001-434.0000.63011 | 1,977.55  |
|                    | 001-434.0000.63012 | 184.80    |
|                    | 001-434.0000.63013 | 158.40    |
|                    | 001-434.0000.63160 | 144.79    |
|                    | 001-434.0000.67090 | 1,996.17  |
|                    | 001-434.0000.67120 | 104.72    |
|                    | 001-434.0000.67170 | 2,898.17  |
|                    | 001-441.0000.62040 | 210.00    |
|                    | 001-441.0000.62060 | 100.00    |
|                    | 001-442.0000.63150 | 310.56    |
|                    | 001-442.0000.63760 | 192.00    |
|                    | 001-442.0000.68170 | 403.20    |
|                    | 001-442.0000.68180 | 135.70    |
|                    | 001-442.4000.72000 | 294.98    |
|                    | 001-443.0000.66190 | 1,917.97  |
|                    | 001-443.0000.67030 | 58.99     |
|                    | 001-443.0000.67090 | 238.54    |
|                    | 001-443.0000.68013 | 4,671.69  |
|                    | 001-443.0000.68111 | 15,628.00 |
|                    | 001-443.0000.68160 | 55.64     |
|                    | 001-443.0000.68215 | 400.00    |
|                    | 001-443.0000.68220 | 7,788.40  |
|                    | 001-443.0000.68230 | 4,008.52  |
|                    | 001-443.0000.90010 | 5,032.87  |
|                    | 001-443.0000.94180 | 37.66     |
|                    | 001-443.1658.62330 | 2,321.60  |
|                    | 001-444.0000.94180 | 388.56    |
|                    | 001-445.0000.62040 | 1,326.65  |
|                    | 001-451.0000.63060 | 75.34     |

|                                           |                        |                   |  |
|-------------------------------------------|------------------------|-------------------|--|
|                                           | 001-451.0000.64020     | 850.00            |  |
|                                           | 001-452.0000.62040     | 50.00             |  |
|                                           | 001-452.0000.63000     | 75.33             |  |
|                                           | 001-453.0000.62040     | 4,500.00          |  |
|                                           | 001-453.0000.63060     | 75.33             |  |
|                                           | 001-454.0000.62040     | 2,000.00          |  |
|                                           | <b>Fund 001 Total:</b> | <b>177,828.39</b> |  |
| 003 - PERSONNEL BENEFIT POOL              |                        |                   |  |
|                                           | 003-482.0000.62040     | 2,500.00          |  |
|                                           | <b>Fund 003 Total:</b> | <b>2,500.00</b>   |  |
| 008 - 911 SUPPORT                         |                        |                   |  |
|                                           | 008-426.0000.66040     | 9,811.12          |  |
|                                           | 008-426.0000.67290     | 13,074.92         |  |
|                                           | <b>Fund 008 Total:</b> | <b>22,886.04</b>  |  |
| 011 - FACILITY BUILDING RESERVE           |                        |                   |  |
|                                           | 011-491.1801.93163     | 7,788.75          |  |
|                                           | <b>Fund 011 Total:</b> | <b>7,788.75</b>   |  |
| 037 - STREETS IMPACT FEES                 |                        |                   |  |
|                                           | 037-431.0000.80290     | 2,035.00          |  |
|                                           | <b>Fund 037 Total:</b> | <b>2,035.00</b>   |  |
| 038 - PARKS IMPACT FEES                   |                        |                   |  |
|                                           | 038-443.0000.94070     | 11,992.20         |  |
|                                           | <b>Fund 038 Total:</b> | <b>11,992.20</b>  |  |
| 650 - RECLAIMED WATER OPERATING           |                        |                   |  |
|                                           | 650-463.0000.63008     | 9,011.60          |  |
|                                           | 650-463.0000.63400     | 2,078.12          |  |
|                                           | 650-463.0000.63871     | 2,700.00          |  |
|                                           | 650-463.0000.64020     | 360.00            |  |
|                                           | 650-463.0000.67090     | 21.52             |  |
|                                           | 650-463.0000.68010     | 895.29            |  |
|                                           | 650-463.0000.68025     | 1,659.47          |  |
|                                           | 650-463.0000.68360     | 615.00            |  |
|                                           | 650-463.3122.68400     | 5,674.25          |  |
|                                           | 650-463.4000.72000     | 529.63            |  |
|                                           | 650-466.0000.63000     | 1,585.71          |  |
|                                           | 650-466.0000.63006     | 2,478.08          |  |
|                                           | 650-466.0000.63330     | 1,390.44          |  |
|                                           | 650-466.0000.64020     | 120.00            |  |
|                                           | 650-466.0000.66012     | 2,401.09          |  |
|                                           | 650-466.0000.67090     | 211.25            |  |
|                                           | 650-466.0000.67170     | 169.27            |  |
|                                           | 650-466.0000.68010     | 157.75            |  |
|                                           | 650-466.3104.68400     | 88,923.33         |  |
|                                           | 650-466.4000.72000     | 529.63            |  |
|                                           | 650-468.0000.68220     | 3,557.55          |  |
|                                           | 650-468.0000.68380     | 1,074.29          |  |
|                                           | <b>Fund 650 Total:</b> | <b>126,143.27</b> |  |
| 651 - RECLAIMED WATER CAPITAL - WWTP      |                        |                   |  |
|                                           | 651-463.3213.90015     | 6,624.00          |  |
|                                           | <b>Fund 651 Total:</b> | <b>6,624.00</b>   |  |
| 652 - RECLAIMED WATER CAPITAL - COLLECTOR |                        |                   |  |
|                                           | 652-463.3214.95520     | 1,987.00          |  |
|                                           | 652-463.3228.95520     | 79,801.66         |  |
|                                           | 652-463.3232.95520     | 2,148.75          |  |
|                                           | 652-463.3234.95520     | 10,911.11         |  |
|                                           | <b>Fund 652 Total:</b> | <b>94,848.52</b>  |  |
| 750 - WATER OPERATING                     |                        |                   |  |
|                                           | 750-462.0000.63280     | 9,965.47          |  |
|                                           | 750-462.0000.67090     | 1,217.54          |  |
|                                           | 750-462.0000.67170     | 98.21             |  |
|                                           | 750-462.0000.68360     | 2,775.00          |  |
|                                           | 750-462.3315.68382     | 1,435.00          |  |
|                                           | <b>Fund 750 Total:</b> | <b>15,491.22</b>  |  |
|                                           | <b>Report Total:</b>   | <b>468,137.39</b> |  |

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**ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR C**

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|           |              |                          |                     |
|-----------|--------------|--------------------------|---------------------|
| 8/15/2024 | \$45.69      | 97650 AT&T Long Distance | Pay Before Due Date |
| 8/15/2024 | \$26.06      | 97651 AT&T Mobility      | Pay Before Due Date |
| 8/15/2024 | \$180.72     | 97652 AT&T Mobility      | Pay Before Due Date |
| 8/15/2024 | \$149,365.05 | 97653 Avista             | Pay Before Due Date |
| 8/15/2024 | \$408.85     | 97654 Kootenai Electric  | Pay Before Due Date |
| 8/15/2024 | \$158.53     | 97655 Ricoh USA Inc.     | Pay Before Due Date |
| 8/15/2024 | \$104.97     | 97656 Spectrum           | Pay Before Due Date |
| 8/15/2024 | \$240.06     | 97657 Verizon Wireless   | Pay Before Due Date |
| 8/15/2024 | \$85.31      | 97658 Ziply Fiber        | Pay Before Due Date |
| 8/15/2024 | \$120.79     | 97659 Ziply Fiber        | Pay Before Due Date |

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**HECK RUN 09.03.24**

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Various

Various

001-424.0000.65030

Various

001-465.0000.65103

001-421.0000.66050

001-443.0000.65030

001-453.0000.65030

650-463.0000.65030

001-481.0000.68390

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 9/3/2024**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Robbie Quinn, Parks Planner

**SUBJECT:** Consultant Contract for Warren Park Frontage Improvements

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**ITEM AND RECOMMENDED ACTION:**

Staff requests Council approval for the Mayor to sign the agreement with JUB engineers for the engineering design for Warren Field Park Road Frontage Improvements.

**DISCUSSION:**

At the April 16th City Council meeting, Community Development Director, Bob Seale, requested Council approval for the application for the Idaho Community Development Block Grant (ICDBG) for Warren Field Park Road Frontage Improvements. The grant application was for \$325,000, along with an \$80,000 cash contribution from the city; allowing the city to make the necessary road frontage improvements to 2nd Avenue and Idaho Street along Warren Field Park. The improvements will include curb, gutter, stormwater management, sidewalks, asphalt parking, and street and pedestrian lighting. ADA standards will be significantly improved through ADA pedestrian road crossing ramps, striped parking stalls including ADA parking, and ADA-accessible routes to enter the park.

On August 12th, the City of Post Falls was awarded the \$325,000 Idaho Community Development Block Grant (ICDBG) for the Warren Field Park Road Frontage Improvements Project. The first phase of the project will be a site survey and engineering to draft the construction documents for the improvements.

The proposal by J-U-B Engineers Inc. for \$100,000.00 will include a boundary and topographic survey, design for grading and drainage, curb, gutter, sidewalk, ADA pedestrian ramps, stormwater swales, illumination, and signage. Additionally, included in the scope of work will be bidding and construction administration services.

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

April 16, 2024 - Idaho Community Development Block Grant Application for Warren Field Park Road Frontage Improvements, Fair Housing Resolution, and Citizen Participation Plan

**APPROVED OR DIRECTION GIVEN:**

Council approved or provided direction to proceed with the previous agenda item.

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

\$100,000.00 (\$80,000 to be paid out of the Fees In Lieu of Parking fund and \$20,000 by the ICDBG funds).

**BUDGET CODE:**

001-444.0000.94180

**ATTACHMENTS:**

1. J-U-B\_Constant Contract\_Warren Frontage\_signed

**CITY OF POST FALLS:**

City of Post Falls Idaho  
C/O City of Post Falls PARKS DEPARTMENT  
408 N. Spokane Street  
Post Falls, ID 83854

City Contract Administrator: Jason Faulkner, Finance Director. Phone: (208) 773-3511  
Email: jfaulkner@postfalls.gov

City Project Manager: Robbie Quinn, Parks Planner. Phone: (208) 457-3320  
Email: rquinn@postfalls.gov

**CONSULTANT:**

J-U-B Engineers, Inc.  
7825 Meadowlark Way, Coeur d'Alene, ID 83815  
Firm Project Manager: Angela Comstock, P.E., Program Manager. Phone: (208) 762-8787  
Email: acomstock@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, pursuant to the Request For Pre-Qualifications for Consulting Services through December 31, 2024, this Agreement is made and entered into effective from the date attested by the City Clerk of the Board, by and between City of Post Falls, a political subdivision of the State of Idaho hereinafter known as the "City" having offices for the transaction of business as listed above and the "Consultant", as named, and having offices for the transaction of business as listed above, jointly, hereinafter referred to as the "Parties"

WHEREAS, the Consultant is prequalified to provide surveying and streets/transportation services to the City of Post Falls under the Consultant Shortlist through December 31, 2024

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 as professional survey and engineering services to design road frontage improvements along 2nd Ave and Idaho St, at Warren Field



Park, and laid out 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 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 a lump sum basis, listed in the Basis of Fee and Schedule of Services section of **Exhibit “A”**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed **\$100,000.00** without a change order approved in writing by both parties. Prices and rates shall remain firm for the duration of this Agreement unless formally amended or changed by Change Order to the Agreement.

3.2. **REIMBURSABLE EXPENSES:** Reimbursable expenses must have the prior written approval of the City. Reimbursable expenses will be billed at cost unless otherwise approved in writing by the Contract Administrator. Such reimbursable expenses are subject to the total compensation limit addressed in Section 3.1 of this Article. Reimbursable expenses include costs by the Consultant and the Consultant’s employees in the interest of the project.

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

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

3.5. **METHOD OF PAYMENT:** The City, in its sole discretion, may elect to make payment by warrant (check), credit card (payment card or “P” card), Automated Clearing House (ACH), or Electronic Payment (E-payment or E-payables). The pricing submitted by the Consultant and accepted by the City includes applicable payment terms and any fees incurred by the Consultant through their financial institutions in taking any of the above-referenced payment methods. No additional fees or charges to the City shall apply unless otherwise pre-approved by the City.

3.6. **FINAL INVOICE:** For the Parties to close their books and records, the Consultant will state “final invoice” or other words to that effect on its final or last billing to the City for the work of the Agreement. Since this Agreement will be closed and any budget balances deleted, the Consultant agrees that any further charges not adequately included on this or previous billings will be waived in their entirety.

## ARTICLE 4. INSURANCE

4.1. **INSURANCE:** The Consultant will maintain, at a minimum, the insurance coverages outlined in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under

this Agreement may not commence until evidence of all required insurance is provided to, and approved by, the City's Legal Department. The Consultant's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant. The insurance policy or policies will not be canceled, materially changed, or altered without 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 Parks 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 thirty (30) days prior written notice to the Policy Holder, who shall notify the City of Post Falls within three (3) days.

**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 less.

**4.6. FAILURE TO COMPLY:** Failure of the Consultant to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement and could be cause for immediate termination of the Agreement at the City's sole discretion. Alternatively, the City may procure and maintain, at the Consultant's sole expense, insurance up to the amount of the required coverage(s). The City may offset the cost of such insurance against any payment due to the Consultant 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 less. In no case will the Consultant's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims,

or actions identified under any legal theory related to 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, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

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

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

**8.5. VENUE STIPULATION:** This Agreement has and shall be construed as having been made and delivered in the State of Idaho, and the laws of the State of Idaho shall apply to the construction and enforcement of this Agreement or any provision hereto. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho, and may not thereafter be removed to any other state or federal court.

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

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

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

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

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

**8.11. NOTIFICATION:** All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by United States Mail to their respective addresses set forth above. All notices or other communications given hereunder and sent or delivered to the Party at the address set forth for such shall be deemed received: (1) when certified mail is deposited in the United States

mail, postage prepaid; or (2) on the third day following the day on which the same have been mailed by first class delivery, postage prepaid; or (3) on the day such notices or other communications are received when sent by personal delivery, prepaid.

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

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

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

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

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

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

- a. **Boycotting Israel:** If payments under this Agreement exceed one hundred thousand dollars (\$100,000) and the Consultant employs ten (10) or more persons, then the Consultant certifies that it is not currently engaged in and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or



territories under its control as those terms are defined in the “Anti-Boycott Against Israel Act” (Idaho Code 67-2346).

- b. **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).

## **ARTICLE 9. CONTRACT DOCUMENTS**

9.1. **CONTRACT DOCUMENTS:** The Contract Documents consist of this Agreement, the other documents listed below, and all modifications and change orders issued subsequent thereto. These form a contract; all are as entirely a part of the contract as if attached to this Agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control, and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

- 1. This Agreement; and
- 2. Exhibit “A” Agreement for Professional Services; and
- 3. Exhibit “B” Nondiscrimination Requirements

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: August \_\_\_\_, 2024

CONSULTANT

Angela Comstock  
Angela Comstock, P.E., Program Manager  
J-U-B Engineers, Inc.

Date: August 15, 2024

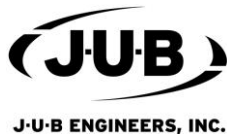
State of Idaho            )  
                                      : ss  
County of Kootenai )

On this 15<sup>th</sup> day of August, 2024 before me, a notary for the State of Idaho, personally appeared Angela Comstock, P.E. who, being by me first duly sworn, declared that they is a Program Manager 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: 7/9/27



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

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** Warren Park Frontage Improvements

**CLIENT:** City of Post Falls Parks and Recreation

**J-U-B PROJECT NUMBER:** 07-24-XXX

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

**ATTACHMENT TO:**

☒ **AGREEMENT DATED:** Click or tap to enter a date.; **or**

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

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

**PART 1 - PROJECT UNDERSTANDING**

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

The City of Post Falls desires to design new frontage improvements for Warren Park along 2<sup>nd</sup> Avenue and Idaho Street. The improvements will include sidewalk, curb and gutter, pedestrian ramps, swale sizing and stormwater calculations, and street and crosswalk illumination, shown in Exhibit 1-A. The City has requested J-U-B accomplish boundary and topographic survey and prepare design plans for the proposed improvements listed below in the scope of work. Boundary and topographic survey will include the park frontage on 1<sup>st</sup> Avenue, but design of frontage improvements on 1<sup>st</sup> Avenue is not included at this time. The City will prepare the landscape and irrigation design.

**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 001: Project Management, QC, and Closeout**

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Coordinate quality assurance / quality control (QA/QC) processes.
3. Conduct internal reviews at appropriate phases for quality control and assurance.
4. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as required.
5. Regularly monitor project status, budget and schedule.
6. Attend 1 client meeting to review final design.
7. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
8. Provide a monthly invoice including budget status.
9. Provide ongoing document handling and filing.
10. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

## **B. Task 002: Boundary and Topographic Survey**

For this task, J-U-B will: Collect final survey information for site access, site modification and construction drawings.

1. Notify one-call utility locating to mark utilities within the project area for field survey.
2. Prepare right of entry letters for up to two property owners
3. Perform a topographic survey of site and adjacent roadways, as outlined in the attached, Exhibit 1-B. Survey will encompass the areas outlined along 1<sup>st</sup> Avenue, 2<sup>nd</sup> Avenue, and Idaho Street. Features located will include all visually available surface utility appurtenances and underground utilities located from the One Call (811) system and City of Post Falls provided record drawings, including sewer and storm water invert elevations where possible, roadway features including curb/pavement elevations and grades, roadway striping, trees and landscaping including existing trees, driveways, pedestrian ramps, signs, fencing, and structure corners.
4. Establish project control and benchmarks on City of Post Falls datum.
5. Provide boundary survey of the project site
6. Conduct research of available survey records, including the plat of record and the easements disclosed in the Title Report (or as provided by the client).
7. Prepare a draft topographic base map, with contours at 1-foot intervals, for design purposes.
8. Conduct (1) field review by an Engineer to become familiar with the general conditions of the site and (1) separate field check survey base map when drafted.
9. Collect supplemental data identified during the field check.
10. Finalize topographic survey for design.
  - a. Assumptions:
    - i. Survey will mobilize a total of two times
    - ii. Deliverables will conform to accepted surveying practices, and Idaho State Code and Statutes regarding land surveying.
  - b. Deliverables:
    - i. Right of Entry Letters (2 total)
    - ii. Topographic Base Map delivered in electronic and hard copy formats.

## **C. Task 003: Preliminary Design**

For this task, J-U-B will: Design frontage improvements along 2<sup>nd</sup> Avenue and Idaho Street where adjacent to Warren Park. Frontage improvements include sidewalks, swales, curb and gutter, ADA pedestrian ramps, on street parking and illumination.

1. Incorporate the City provided concept layout into the base map.
2. Design a new lighting system for illumination along both roadways and at pedestrian crossings. The light type will be selected by the City. J-U-B will coordinate a new power drop with Avista for the new lighting system. Lighting level analysis is included in this scope.
3. Design frontage improvements including grading and drainage, curb, gutter, sidewalk, six ADA pedestrian ramps, and stormwater swales.
4. Calculate on and off-site storm water drainage for swale sizing. Summarize into a memorandum for City's approval.
5. Prepare design exhibit for submittal to City
  - a. Assumptions:
    - i. No on-site improvements are included.
    - ii. J-U-B will provide the City with the CAD base file for use in irrigation and landscape design.
  - b. Deliverables:
    - i. 50% design exhibit and opinion of probable cost
    - ii. Stormwater calculation memo

#### D. Task 004: Final Design

After the City has approved the preliminary plan, the project will move into final design, including preparation of Plans and Specifications. J-U-B will finalize detailed construction plans and documents, including the following:

1. Develop 22" x 34" plan sheets including:

| Sheet Name                             | # of Sheets |
|----------------------------------------|-------------|
| Title Sheet                            | 1           |
| General Notes                          | 1           |
| Legend Sheet                           | 1           |
| Topographic Survey (1"=20')            | 2           |
| Typical Sections                       | 1           |
| Removal Plans (1"=20')                 | 2           |
| Horizontal Control & Overview (1'=40') | 1           |
| Grading & Stormwater Details (1"=20')  | 4           |
| Roadway and Standard Details           | 2           |
| Illumination Plans (1"=40')            | 1           |
| Signing & Pavement Marking (1"=20')    | 2           |
| Pollution Prevention Plans (1"=40')    | 1           |
| <b>Total</b>                           | <b>19</b>   |

2. Prepare final bid documents, including front end contract documents, Technical Specifications and Special Provisions
3. The specification package will undergo an internal quality control review by a Senior Engineer and appropriate adjustments will be made per the QC/QA review.
4. Provide 90% plans, specifications, and opinion of probable cost for improvements.
5. Address City comments and submit 100% sealed plans and specifications for the City's use in bidding and construction.
  - a. Assumptions:
    - i. No on-site improvements are expected.
    - ii. J-U-B will provide the City with the CAD base file for use in irrigation and landscape design.
  - b. Deliverables:
    - i. 90% plans, specifications, and opinion of probable cost
    - ii. 100% sealed plans, specifications, and opinion of probable cost

#### E. Task 005: Bidding Services

For this task, J-U-B will: Provide bid support in the form of preparing final bid documents, bid advertisement, pre-bid meeting coordination, issuing addenda, addressing bidder questions and awarding the project

1. Advertise bid – CLIENT will place an advertisement (provided by J-U-B) for bidding in accordance with Idaho Code. J-U-B will provide the bid package to contractors for bidding (via third party internet bidding service, Quest CDN) and track bidders for addendums to be issued by J-U-B.
2. Prepare and facilitate a pre-bid meeting.
3. Award support – J-U-B will review the bid documents supplied by contractors and provide bid evaluations for consideration and possible selection of a contractor and award for construction by Client. The bid summary will be provided to Client with considerations for award.
  - a. Assumptions:
    - i. N/A
  - b. Deliverables:

- i. Specification package for CLIENT review
- ii. Final bid-ready specification package
- iii. Advertisement
- iv. Notice to Bidders
- v. Addendum
- vi. Bid Summary and Bid Review letter

#### **F. Task 006: Construction Management Services**

For this task, J-U-B will:

1. See Exhibit A – Construction Phase Services
2. Provide construction administration and field observation services. J-U-B will monitor the project for completion in accordance with the plans and specifications. Field materials testing will be completed by a third-party material testing firm as part of the Contractor's work.
  - a. Construction Administration – Perform submittal reviews, respond to contractor Requests for Information, prepare Change Orders and Field Order as needed and make recommendations for payment from contractor Applications for Payment. A weekly construction coordination meeting will be held with the contractor, active subcontractors, the City of Post Falls, and other impacted utilities.
  - b. J-U-B will provide submittal review for materials as specified in the bid documents. The City will review any submittals not conforming to the bid documents for potential material substitutions.
  - c. Field Observation – A construction observer is anticipated to be utilized part time during construction activities unless required by Idaho Code or regulations. A construction observer or project engineer will make site visits as required and requested to meet project needs. Estimated with an average of 3 visits per week for up to 4 hours per visit for the duration of construction field time estimated at 8 weeks plus miscellaneous site visits by the project manager or project engineer.
3. Upon receipt of field as-built drawings from the Contractor, J-U-B will review final as-built drawings incorporating any changes that occurred during construction.
  - a. Assumptions:
    - i. Final inspection and acceptance of the contractor's work will be performed by the CLIENT.
    - ii. The engineer's recommendation to CLIENT for the contractor's final application for payment will be in accordance with the construction agreement and change order(s).

### **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. Landscape design
  2. Irrigation design
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
  1. Construction Staking
    - a. Task could include staking for horizontal and vertical control, curbs, site grading, water, sidewalk, subgrade, and top of rock.

#### 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.
3. 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. Period of Services

1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. 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                                               |
|-------------|-----------------------------------------------------|-------------------------------------------|-----------|--------------------------------------------------------------------|
| 001 - 004   | Project Management, Survey, Bid Package Preparation | Lump Sum                                  | \$70,000  | Concurrent with work progress (approximately 6 months to complete) |
| 005         | Bidding Services                                    | Lump Sum                                  | \$5,000   | After approval from the City to bid.                               |
| 006         | Construction Management Services                    | Time and Materials (Ceiling Amount Shown) | \$25,000  | Anticipated summer 2025 after Award by the City.                   |
| Total:      |                                                     |                                           | \$100,000 |                                                                    |

**Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control.

**Certification Concerning Government Ownership or Operation.** Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.

E. 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](http://edocs.jub.com)

**Exhibit(s):**

- Exhibit 1-A: Improvements Exhibit
- Exhibit 1-B: Survey Limits
- Standard Exhibit A: Construction Phase Services

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*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: Choose an item.

R&D: No

GROUP: Transportation

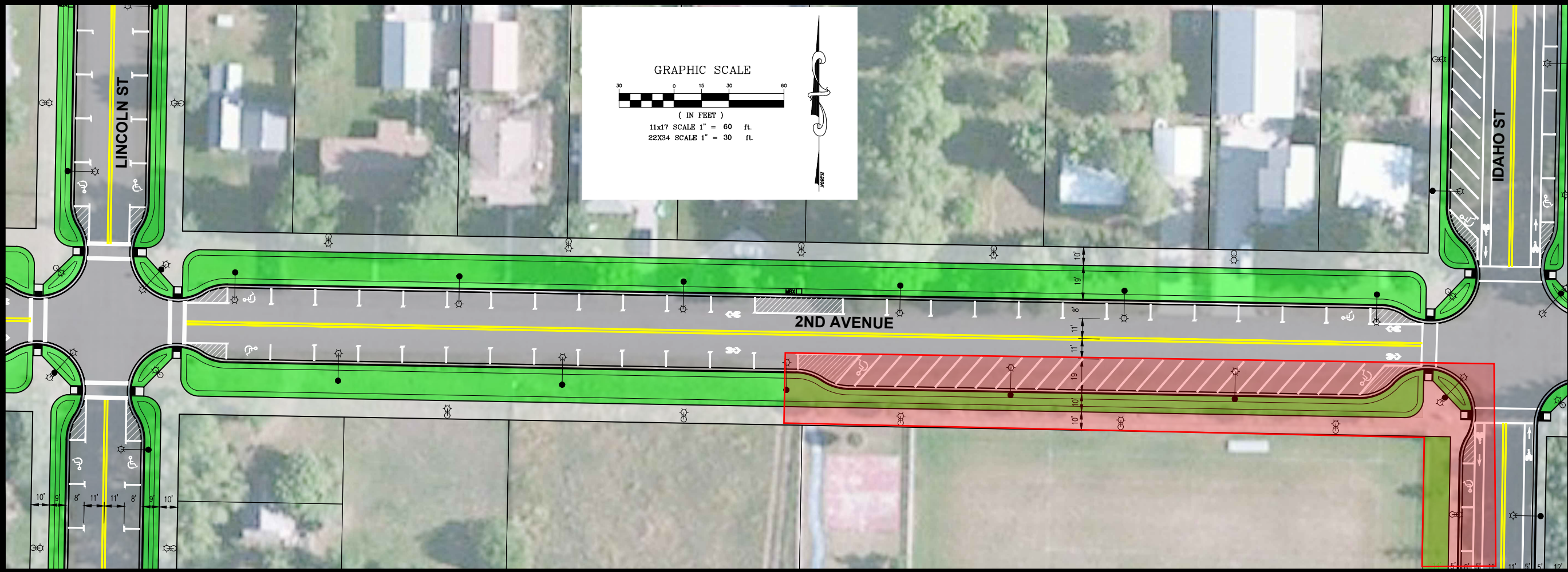
**PROJECT DESCRIPTION(S):**

1. Traffic/Transportation (T03)
2. Recreational Facility (R04)









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**WELCH-COMER**  
ENGINEERS | SURVEYORS

www.welchcomer.com  
350 E. Kathleen Ave.  
Coeur d'Alene, ID 83815

208-664-9382  
(toll free) 877-815-5672  
(fax) 208-664-5946

| NO. | DATE | REVISION DESCRIPTION | BY |
|-----|------|----------------------|----|
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CITY OF POST FALLS  
CITY CENTER  
PARKING PLAN

2ND AVE, LINCOLN TO IDAHO

PROJ NO: 41305  
DESIGNED BY: MRG/JRG  
DRAWN BY: JRG/JAL  
CHECKED BY:   
DWG NAME: 41305DS14-2ND.DWG  
DATE: 08-08-2018  
SHEET NO:

Exhibit 1-B  
Survey Limits







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

**Standard Exhibit A – Construction Phase Services**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

**CONSTRUCTION PHASE SERVICES**

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

*Construction Phase*

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> No     | 1. <i>General Administration of the Contract Documents.</i> Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit B creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
| <br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> No | <br>2. <i>Pre-Construction Conference.</i> Participate in a pre-construction conference.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes  
☐ No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☐ Yes  
☒ No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes  
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes  
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes  
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes  
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes  
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes  
☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- ☒ Yes      10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☐ No
- 
- ☒ Yes      11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☐ No
- 
- ☒ Yes      12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☐ No
- 
- ☒ Yes      13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☐ No
- 
- ☒ Yes      14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ No
- 
- ☐ Yes      15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☒ No

*General Limitation of Responsibilities.* J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

## Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- |                                                                        |                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | 1. <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems.                                                                                                                                                                                    |
| <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | 2. <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.                                                                                                                                                                     |
| <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | 3. <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.                                                                                                                                              |
| <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | 4. <i>O&amp;M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals.                                                                                                                                                                                                               |
| <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | 5. <i>Defective Work.</i> Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present. |
| <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | 6. <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.                                                                                                                                         |
| <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | 7. <i>Record Drawings.</i> Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.                                                                        |
| <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | 8. <i>Warranty Inspection.</i> In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.                                                |
| <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | 9. <i>Additional Tasks.</i> Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.                                                                   |

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

## CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor. .

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.



3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
  - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
  - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents* are needed.
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
  - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections
11. *Records.*
  - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

## CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

## INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

## **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.

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 9/3/2024**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Robert Palus, City Engineer

**SUBJECT:** Boyd's Landing 1st Addition Subdivision Construction Improvement Agreement

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**ITEM AND RECOMMENDED ACTION:**

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

**DISCUSSION:**

This Agreement reflects the construction phase of the Boyd's Landing 1st Addition Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 19-lot subdivision, with the application for plat submitted by Northern Lights Development, LLC.

\*\*\*Draft attached. Original with developer's signature to clerk prior to meeting.

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

N/A

**APPROVED OR DIRECTION GIVEN:**

N/A

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

N/A

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

1. CIA for Signature by Developer

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

**CONSTRUCTION IMPROVEMENT AGREEMENT**

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho 83854 and **Northern Lights Development, LLC** (hereinafter the "Developer"), enter into this Agreement effective the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, respecting the development of **Boyd's Landing 1<sup>st</sup> Addition**, the "Project", affecting the public rights of way or other public systems, equipment or property within the City of Post Falls. This Agreement provides for construction of subdivision improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with the Subdivision Ordinance of the City of Post Falls.

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

**DEVELOPER**

Michael Fitzgerald II  
Northern Lights Development, LLC  
179 E. Wilbur Ave  
Dalton Gardens, ID 83815

**CITY**

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE I

### GENERAL PROVISIONS

#### 1.01 APPLICATION OF ARTICLE

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

## 1.02 PERMITS, LAWS, AND FEES

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

## 1.03 RELATIONSHIP OF PARTIES

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

## 1.04 ENGINEER'S RELATION TO THE CITY

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

## 1.05 DEVELOPER'S RESPONSIBILITY

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

## 1.06 ALLOCATION OF LIABILITY

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



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

#### 1.07 DISCLAIMER OF WARRANTY

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

#### 1.08 NON-DISCRIMINATION

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

#### 1.09 COST OF DOCUMENTS

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

#### 1.10 PUBLIC UTILITIES

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

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

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

#### 1.11 TIME IS OF THE ESSENCE

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

#### 1.12 ASSIGNMENTS

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

#### 1.13 DEFAULT – CITY’S REMEDIES

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

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

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

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

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

#### 1.14 NON-WAIVER

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

#### 1.15 INTERPRETATION

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

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

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

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

#### 1.16 EFFECT OF STANDARD SPECIFICATIONS

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

#### 1.17 AMENDMENT

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

#### 1.18 JURISDICTION – CHOICE OF LAW

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

#### 1.19 SEVERABILITY

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

#### 1.20 INTEGRATION

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

## 1.21 DEFINITIONS

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

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

## 1.22 APPROVALS AND CONSENTS

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

## 1.23 ATTORNEY FEES – MEET AND CONFER

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

## ARTICLE II

### IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

#### 2.01 RECORDING OF FINAL PLAT

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

## 2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

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

## 2.03 PREREQUISITES TO CONSTRUCTION

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

## 2.04 ENGINEER

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

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

## 2.05 PLANS AND SPECIFICATIONS

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

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

## 2.06 QUALITY CONTROL PROGRAM

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

## 2.07 WORK SCHEDULE

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

## 2.08 MATERIALS

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



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

## 2.09 GENERAL STANDARDS OF WORKMANSHIP

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

## 2.10 PLACEMENT OF UTILITIES

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

## 2.11 WORK IN RIGHTS-OF-WAY

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

## 2.12 SURVEYOR

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

## 2.13 REQUIRED REPORTING

- A. Quality Control

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

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

## 2.14 PROGRESS PAYMENTS

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

## 2.15 OBSERVANCE

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

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

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

## 2.16 STOP WORK ORDERS

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

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

## 2.17 ACCESS

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

## 2.18 MAINTENANCE

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

## 2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

## 2.20 TIME

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

## ARTICLE III

### FINAL ACCEPTANCE OF IMPROVEMENTS

### 3.01 PREREQUISITES TO ACCEPTANCE

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

### 3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

### 3.03 CERTIFICATE OF COMPLIANCE

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

### 3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

### 3.06 INSPECTION

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

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

### 3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

### 3.08 DEVELOPER'S WARRANTY

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

### 3.09 WARRANTY GUARANTY

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

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

### 3.10 CITY'S REMEDIES UNDER WARRANTY

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

### 3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

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

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

ATTEST:

WITNESS:

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

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

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



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

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

STATE OF IDAHO )  
 ) ss  
County of Kootenai )

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

ATTACHMENT "A"  
PROPERTY DESCRIPTION  
FOR

**Boyd's Landing 1<sup>st</sup> Addition**

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

ATTACHMENT "A"

A parcel of land being the West half of Tract 43 of the Plat of Post Falls Irrigated Tracts filed in Book C of Plats at Page 78, Records of Kootenai County, lying in the southwest quarter of Section 25, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho and more particularly described as follows:

**Beginning at** the northeast corner of the Plat of Boyds Landing filed in Book L of Plats at Page 866, Records of Kootenai County, on the South line of the Plat of Corbin's Meadow filed in Book L of Plats at Page 774, Records of Kootenai County;

thence along said South line of the Plat of Corbin's Meadow, South 88°32'50" East a distance of 330.95 feet to the northwest corner of the East half of said Tract 43 of the Plat of Post Falls Irrigated Tracts;

thence along the West line of said East half of Tract 43 of the Plat of Post Falls Irrigated Tracts, South 00°42'07" West a distance of 641.67 feet to the southwest corner of said East half of Tract 43 of the Plat of Post Falls Irrigated Tracts on the North Right-of-way of Bogie Drive;

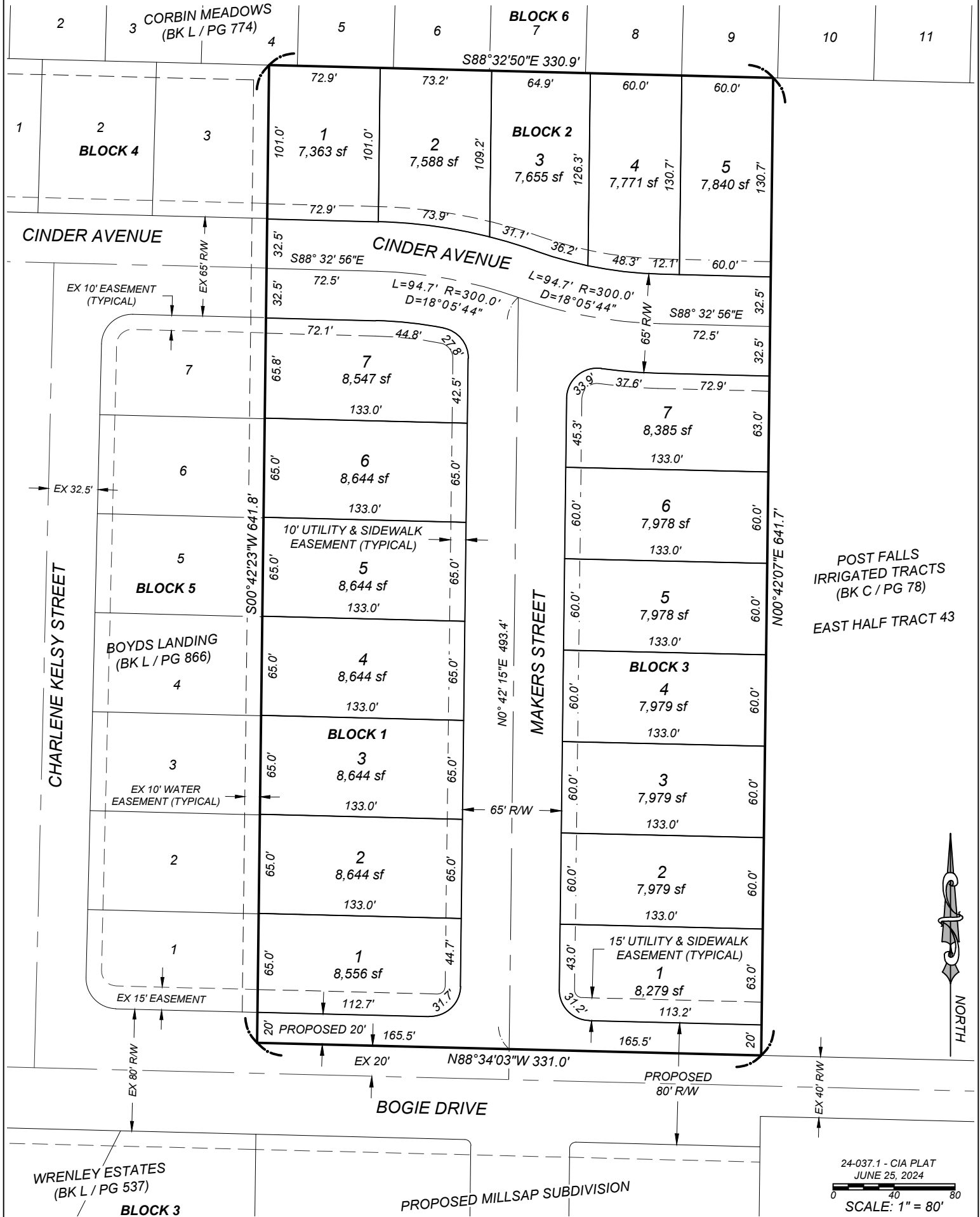
thence along said North Right-of-way of Bogie Drive, North 88°34'03" West a distance of 331.00 feet to the southwest corner of said Tract 43 of the Plat of Post Falls Irrigated Tracts;

thence along the West line of said Tract 43 of the Plat of Post Falls Irrigated Tracts and the East line of said Plat of Boyds Landing, North 00°42'23" East a distance of 641.79 feet to the **Point of Beginning**;

said parcel containing 4.88 acres of land, more or less.

# BOYD'S LANDING FIRST ADDITION

SW 1/4 SECTION 25, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M.



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

**Northern Lights Development LLC**

FOR

**Boyd's Landing 1<sup>st</sup> Addition**

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

ATTACHMENT "B"

ATTACHMENT "C"  
COST ESTIMATES  
FOR

**Boyd's Landing 1<sup>st</sup> Addition**

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

1. Public improvements to be owned operated and maintained by the City of Post Falls: **\$ 313,722.50**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 139,300.00**
3. Other improvements for which bonding is required: **\$ 15,000.00**
4. Street trees within public right-of-way: **\$ 16,200.00**
5. Total cost of improvements: **\$ 484,222.50**
6. Warranty amount: **\$ 48,422.25**

ATTACHMENT "C"

ATTACHMENT "C-1"  
DETAILED COST ESTIMATES  
FOR

**Boyd's Landing 1<sup>st</sup> Addition**

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

| CIA Estimate: Attachment "C-1"   |                                |                                  |       |                               |                      |
|----------------------------------|--------------------------------|----------------------------------|-------|-------------------------------|----------------------|
| SIZE                             | Description                    | Quantity                         | Units | Unit Price                    | Amount               |
|                                  | Mobilization                   | 1                                | LS    | \$ 10,000.00                  | \$ 10,000.00         |
|                                  |                                |                                  |       | <b>Subtotal:</b>              | <b>\$ 10,000.00</b>  |
| <b>Water Improvements</b>        |                                | <b>Water Improvements</b>        |       |                               |                      |
|                                  | Connect to Existing Water      | 2                                | EA    | \$ 3,500.00                   | \$ 7,000.00          |
|                                  | 8" Water Main PVC              | 844                              | LF    | \$ 50.00                      | \$ 42,200.00         |
|                                  | 1" Water Services              | 19                               | EA    | \$ 3,150.00                   | \$ 59,850.00         |
|                                  | Fire Hydrants                  | 2                                | EA    | \$ 7,500.00                   | \$ 15,000.00         |
|                                  |                                |                                  |       | <b>Water Subtotal:</b>        | <b>\$ 124,050.00</b> |
| <b>Sewer Improvements</b>        |                                | <b>Sewer Improvements</b>        |       |                               |                      |
|                                  | Connect to Existing Sewer      | 2                                | EA    | \$ 1,250.00                   | \$ 2,500.00          |
|                                  | 48" Sewer Manhole              | 4                                | EA    | \$ 3,250.00                   | \$ 13,000.00         |
|                                  | 8" Sewer Main                  | 718                              | LF    | \$ 32.00                      | \$ 22,976.00         |
|                                  | 4" Sewer Services              | 19                               | EA    | \$ 1,275.00                   | \$ 24,225.00         |
|                                  |                                |                                  |       | <b>Sewer Subtotal:</b>        | <b>\$ 62,701.00</b>  |
| <b>Hard Surface Improvements</b> |                                | <b>Hard Surface Improvements</b> |       |                               |                      |
|                                  | Rolled Curb                    | 1,511                            | LF    | \$ 21.50                      | \$ 32,486.50         |
|                                  | Curb and Gutter                | 353                              | LF    | \$ 25.50                      | \$ 9,001.50          |
|                                  | Curb Cuts                      | 39                               | EA    | \$ 150.00                     | \$ 5,850.00          |
|                                  | 4' Sidewalks                   | 7,449                            | SF    | \$ 6.50                       | \$ 48,418.50         |
|                                  | Ped Ramps                      | 8                                | EA    | \$ 2,250.00                   | \$ 18,000.00         |
|                                  | 2/4" Paving                    | 2,640                            | SY    | \$ 18.50                      | \$ 48,840.00         |
|                                  | 2/4" Pathway Paving            | 297                              | SY    | \$ 25.00                      | \$ 7,425.00          |
|                                  | 3/4" Paving (Bogie Drive)      | 400                              | SY    | \$ 22.50                      | \$ 9,000.00          |
|                                  |                                |                                  |       | <b>Hard Surface Subtotal:</b> | <b>\$ 179,021.50</b> |
| <b>Earthwork</b>                 |                                | <b>Earthwork</b>                 |       |                               |                      |
|                                  | Strip Right-of-Way             | 1                                | LS    | \$ 10,000.00                  | \$ 10,000.00         |
|                                  | Excavate to Embankment         | 2000                             | CY    | \$ 12.50                      | \$ 25,000.00         |
|                                  | Subgrade Road                  | 1                                | LS    | \$ 5,000.00                   | \$ 5,000.00          |
|                                  |                                |                                  |       | <b>Earthwork Subtotal:</b>    | <b>\$ 40,000.00</b>  |
| <b>Stormwater Improvements</b>   |                                | <b>Stormwater Improvements</b>   |       |                               |                      |
|                                  | Swales - Subgrade Only         | 1                                | LS    | \$ 10,000.00                  | \$ 10,000.00         |
|                                  | Single Depth Drywells          | 2                                | EA    | \$ 2,750.00                   | \$ 5,500.00          |
|                                  | 4" Topsoil in Swales           | 1                                | LS    | \$ 6,500.00                   | \$ 6,500.00          |
|                                  |                                |                                  |       | <b>Stormwater Subtotal:</b>   | <b>\$ 22,000.00</b>  |
| <b>Misc Cost</b>                 |                                | <b>Misc Costs</b>                |       |                               |                      |
|                                  | Utility Trenching              | 1,500                            | LF    | \$ 7.50                       | \$ 11,250.00         |
|                                  | Traffic Control                | 1                                | LS    | \$ 5,000.00                   | \$ 5,000.00          |
|                                  | Street Lights - Cobra          | 2                                | EA    | \$ 1,500.00                   | \$ 3,000.00          |
|                                  | Street Lights - Town & Country | 1                                | EA    | \$ 1,000.00                   | \$ 1,000.00          |
|                                  | Street Trees                   | 27                               | EA    | \$ 600.00                     | \$ 16,200.00         |
|                                  | Signs & Striping               | 1                                | LS    | \$ 10,000.00                  | \$ 10,000.00         |
|                                  |                                |                                  |       | <b>Misc Subtotal:</b>         | <b>\$ 46,450.00</b>  |
|                                  |                                |                                  |       | <b>Total COST</b>             | <b>\$ 484,222.50</b> |



ATTACHMENT "D"  
EVIDENCE OF SURETY  
FOR

**Boyd's Landing 1<sup>st</sup> Addition**

The Developer will be performing the majority of required improvements prior to filing the plats. A surety company will post surety acceptable to the City for the remaining improvements per Section 2.02.

ATTACHMENT "D"

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

**Northern Lights Development LLC**

FOR

**Boyd's Landing 1<sup>st</sup> Addition**

CONSTRUCTION DRAWINGS

Plans Titled: **Boyd's Landing 1<sup>st</sup> Addition Construction Drawings & Specifications**

Dated: **8/20/24**

By: **Lake City Engineering, Inc.**

Sheets 1 through 16

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

**Northern Lights Development LLC**

FOR

**Boyd's Landing 1<sup>st</sup> Addition**

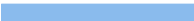
CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

[illegible]

|                                       |                    |                                                                                     |                       |                                                                                       |                    |                                                                                       |
|---------------------------------------|--------------------|-------------------------------------------------------------------------------------|-----------------------|---------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------------|
| Project: generic<br>Date: Wed 6/26/24 | Task               |  | Inactive Summary      |  | External Tasks     |  |
|                                       | Split              |  | Manual Task           |  | External Milestone |  |
|                                       | Milestone          |  | Duration-only         |  | Deadline           |  |
|                                       | Summary            |  | Manual Summary Rollup |  | Progress           |  |
|                                       | Project Summary    |  | Manual Summary        |  | Manual Progress    |  |
|                                       | Inactive Task      |  | Start-only            |  |                    |                                                                                       |
|                                       | Inactive Milestone |  | Finish-only           |  |                    |                                                                                       |

| ID |  | Task Mode                                                                         | Task Name      | Duration | Start       | Finish       | 2, '2 | Feb 19, '2 | Feb 26, '2 | Mar 5, '23 | Mar 12, '2 | Mar 19, '2 | Mar 26, '2 | Apr 2, '23 | Apr 9, '23 | T | F | S | M | T | W | T | F | S | M | T | W | T | F | S | M | T | W | T | F | S |
|----|----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|----------------|----------|-------------|--------------|-------|------------|------------|------------|------------|------------|------------|------------|------------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 23 |                                                                                  |  | signs/striping | 3 days   | Wed 10/2/24 | Fri 10/4/24  |       |            |            |            |            |            |            |            |            |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |
| 24 |                                                                                  |  | misc/clean up  | 5 days   | Mon 10/7/24 | Fri 10/11/24 |       |            |            |            |            |            |            |            |            |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |

|                                       |                    |                                                                                     |                       |                                                                                       |                    |                                                                                       |
|---------------------------------------|--------------------|-------------------------------------------------------------------------------------|-----------------------|---------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------------|
| Project: generic<br>Date: Wed 6/26/24 | Task               |  | Inactive Summary      |  | External Tasks     |  |
|                                       | Split              |  | Manual Task           |  | External Milestone |  |
|                                       | Milestone          |  | Duration-only         |  | Deadline           |  |
|                                       | Summary            |  | Manual Summary Rollup |  | Progress           |  |
|                                       | Project Summary    |  | Manual Summary        |  | Manual Progress    |  |
|                                       | Inactive Task      |  | Start-only            |  |                    |                                                                                       |
|                                       | Inactive Milestone |  | Finish-only           |  |                    |                                                                                       |

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

**Northern Lights Development LLC**

FOR

**Boyd's Landing 1<sup>st</sup> Addition**

**ENGINEERING SERVICES FEE SUMMARY**

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

**19** Lots X \$350.00 = **\$ 6,650.00**

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

**Northern Lights Development LLC**

FOR

***STREET LIGHT CHARGES***

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

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

Street light type: **Cobra Head**

  2   lights X 12 months X \$  35.00  per month = \$  840.00 

Street light type: **Town & Country**

  1   lights X 12 months X \$  25.25  per month = \$  303.00 

TOTAL = \$  1,143.00

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

**Northern Lights Development LLC**

FOR

**Boyd's Landing 1<sup>st</sup> Addition**

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

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

\_\_\_\_\_ (# of SF homes) x \$7,843.00 = \$\_\_\_\_\_

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

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

**SEWER CAP FEES**

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



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

**Northern Lights Development LLC**

FOR

**Boyd's Landing 1<sup>st</sup> Addition**

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

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

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

**Water Cap Fees**

|         |           |                          |   |          |
|---------|-----------|--------------------------|---|----------|
| _____ x | 3/4" – 1" | = \$3,397.00 Residential | = | \$ _____ |
| _____ x | 1"        | = \$5,662.00 Commercial  | = | \$ _____ |
| _____ x | 1-1/2"    | = \$11,323.00            | = | \$ _____ |
| _____ x | 2"        | = \$18,116.00            | = | \$ _____ |

**Meter Fees**

|         |        |                                              |   |          |
|---------|--------|----------------------------------------------|---|----------|
| _____ x | 3/4"   | = \$ 254.00                                  | = | \$ _____ |
| _____ x | 1"     | = \$ 325.00                                  | = | \$ _____ |
| _____ x | 1-1/2" | = \$ 691.00                                  | = | \$ _____ |
| _____ x | 2"     | = \$ 920.00 (flow meter for irrigation only) | = | \$ _____ |
| _____ x | 2"     | = \$ 1,864.00 (compound meter)               | = | \$ _____ |

**ACCOUNT FEES**

\_\_\_\_\_ (# of irrigation service connections) x Utility Deposit \$10 = \$ \_\_\_\_\_

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

**Northern Lights Development LLC**

FOR

**Boyd's Landing 1<sup>st</sup> Addition**

**ENGINEER OF RECORD DECLARATION:**

The Engineer of Record for the project is established as:

ENGINEER NAME: Drew C. Dittman, P.E.

ENGINEERING FIRM: Lake City Engineering, Inc.

ADDRESS: 126 E. Poplar Ave.

CITY: CDA                      STATE: ID                      ZIP: 83814

PHONE NO.: 208-676-0230

E-MAIL ADDRESS: [dittman@lakecityengineering.com](mailto:dittman@lakecityengineering.com)

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

**Northern Lights Development LLC**

FOR

**Boyd's Landing 1<sup>st</sup> Addition**

**ENGINEERING OF RECORD CERTIFICATION:**

Certification Statement

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

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

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

**Northern Lights Development LLC**

FOR

**Boyd's Landing 1<sup>st</sup> Addition**

**CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:**

State of Idaho )  
 )SS  
County of Kootenai Kootenai )

I, \_\_\_\_\_, hereby certify under oath that all contractors, subcontractors and vendors that have performed work and provided supplies for the construction of the subdivisions public improvements relating to \_\_\_\_\_, including individuals or firms providing design services or legal services, have been paid in full and that no liens or other claims have been recorded against the real property of the Subdivision for those services.

I further certify that I know of no intent to file a claim or lien against the public improvements or any private utility improvements.

\_\_\_\_\_  
Signature

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

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

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

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

**Northern Lights Development LLC**

FOR

**CASH IN LIEU OF PLANTING STREET TREES**

  X   The Developer agrees to plant the 6 street trees along E. Bogie Dr. approved in the Landscaping Plan and will not utilize the Cash In Lieu of Planting Street Trees option for these.

  X   The Developer agrees to cash out the obligated interior street trees approved in the Landscaping Plan, in lieu of planting the street trees for the project. Cashout shall be paid to the City of Post Falls in the amount of \$ **12,600.00**, and is based upon **21** trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 9/3/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Heather Tucker, Parks Customer Service Rep  
**SUBJECT:** Surplus Woodbridge Playground

---

**ITEM AND RECOMMENDED ACTION:**

Request to dispose of the damaged and worn playground at Woodbridge Park.

**DISCUSSION:**

The Parks and Recreation Department is requesting approval to dispose of the damaged and worn playground at Woodbridge Park. The playground has exceeded its useful life and can no longer serve the needs of the City of Post Falls.

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

**APPROVED OR DIRECTION GIVEN:**

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

The fiscal impact will be labor and direct fees for disposal.

**BUDGET CODE:**

**ATTACHMENTS:**

1. Fixed Asset Disposal for Woodbridge Playground

CITY OF POST FALLS

**FIXED ASSET DISPOSAL**

DEPT. NAME Parks & Recreation Dept. DEPT.# 443 DATE: 09/01/24  
OF DISPOSAL

CATEGORY OF ASSET:

- ☐ LAND  
☐ BUILDING  
☒ MACHINERY & EQUIPMENT  
☐ VEHICLE (Enter Mileage) \_\_\_\_\_  
☐ OTHER IMPROVEMENTS \_\_\_\_\_

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- ☐ MACHINERY & EQUIPMENT  
☐ OTHER \_\_\_\_\_

ASSET DESCRIPTION **AND** EXPLANATION FOR DISPOSAL: \_\_\_\_\_

The Woodbridge Playground has exceeded it's useful life and has been replaced with

a new playground.

TAG# \_\_\_\_\_ SERIAL # 1219332 MODEL# Game Time Power

REASON FOR DISPOSAL (**MANDATORY**):

- ☐ ABANDONED IN PLACE  
☒ DESTROYED / DISPOSED  
☐ SOLD AT AUCTION  
☐ SOLD  
☐ TRADED IN

SELLING PRICE \_\_\_\_\_  
SELLING PRICE \_\_\_\_\_  
CASH VALUE/TRADE IN \_\_\_\_\_

☐ OTHER: \_\_\_\_\_

- ☐ LOST  
Please attach police report  
☐ STOLEN  
Please attach police report

REPLACED YES ☒ NO \_\_\_\_\_  
USEFUL LIFE OF ASSET INCREASED YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATED REMAINING USEFUL LIFE 0



AUTHORIZED SIGNATURE

\_\_\_\_\_

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

**CITY OF POST FALLS  
AGENDA REPORT  
CONSENT CALENDAR  
MEETING DATE: 9/3/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Craig Borrenpohl, Utility Manager, Alyssa Gersdorf, Environmental Specialist

**SUBJECT:** MOU with Panhandle Health District for Administration of Rathdrum Prairie Aquifer Ordinance

---

**ITEM AND RECOMMENDED ACTION:**

Council approves and authorizes the Mayor to sign the Memorandum of Understanding with the Panhandle Heath District for administration of the Rathdrum Prairie Aquifer Ordinance.

**DISCUSSION:**

The attached Memorandum of Understanding assigns administrative responsibilities for the previously approved Ordinance regulating critical materials at fixed facilities located over or adjacent to the Rathdrum Prairie Aquifer. The draft MOU was presented to Council on August 20, 2024. The attached copy has now been signed by the Panhandle Health District and is presented for final execution pending signature by the Mayor.

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

August 20, 2024 - Proposed Critical Materials Ordinance and Memorandum of Understanding with Panhandle Health District

**APPROVED OR DIRECTION GIVEN:**

Approved

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

NA

**BUDGET CODE:**

NA

**ATTACHMENTS:**

1. 2024.08.22 MOU\_PHD signed



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF POST FALLS AND  
PANHANDLE HEALTH DISTRICT 1  
FOR  
ADMINISTRATION OF THE CITY'S RATHDRUM PRAIRIE AQUIFER ORDINANCE**

**I. PURPOSE:**

This Memorandum of Understanding (MOU) between the City of Post Falls ("Post Falls") and Panhandle Health District 1 ("PHD") is intended to document the parties' understanding of, and agreement to cooperate on the administration of the City's Rathdrum Prairie Aquifer Ordinance, Municipal Code Chapter 8.42 (hereinafter referred to as the "Ordinance").

**II. RECITALS:**

WHEREAS, POST FALLS and PHD are governmental entities organized under the laws of the State of Idaho; and

WHEREAS, POST FALLS and PHD agree that regulation of commercial and industrial activities that could adversely affect the Rathdrum Prairie Aquifer is critical and in the best interests of the public; and

WHEREAS, POST FALLS has agreed to enact an ordinance codifying the existing protections of the Rathdrum Prairie Aquifer in a manner that is similar to PHD's regulations; and

WHEREAS, PHD has the necessary expertise and personnel to administer regulations for the continuous protection of the Rathdrum Prairie Aquifer; and

WHEREAS, POST FALLS is amenable to PHD administering the POST FALLS Ordinance with regard to Commercial/Industrial application review, conducting inspections, the issuance of Critical Materials Compliance Certificates (CMCC), application of performance standards, processing requests for variances, and appeals from decision of POST FALLS's Public Works Director; and

WHEREAS, it is the mutual desire of POST FALLS and PHD to memorialize their understanding and agreement with respect to their cooperation on the Ordinance; and

WHEREAS, this MOU creates a mutually beneficial solution for all parties involved;

NOW, THEREFORE, it is hereby agreed as follows:

**III. AGREEMENT:**

A. POST FALLS hereby agrees to:

1. Upon request by PHD, grant access to review any applications through POST FALLS that would reference the use, storage, or handling of Critical Materials.
2. In consultation with PHD, evaluate applications for variances, and approve or deny the same; provide the required notice of any hearing related to an application for a variance; appoint a hearing officer to take evidence and provide a recommendation on the application for a variance.
3. Provide forms for appeals of decisions by the POST FALLS Public Works Director.
4. Report known and suspected violations of the Ordinance to PHD.
5. Prosecute violations of the Ordinance in a manner consistent with the law and in the exercise of reasonable prosecutorial discretion.

B. PHD hereby agrees to:

1. Inspect all Fixed Facilities within the City of POST FALLS to determine compliance with the Ordinance and BMP Manual.
2. Evaluate all businesses within the City of POST FALLS to determine if critical materials use activities are taking place.
3. Set intervals at which each Fixed Facility will be subject to inspection.
4. Consult with POST FALLS as requested, in the evaluation of Commercial/Industrial applications, the issuance of CMCCs, and in the administration of the Ordinance.
5. Issue CMCCs when an application is complete and meets the requirements of the Ordinance and BMP Manual, and an inspection, if required, demonstrates compliance.
6. Issue a written statement to the applicant when a CMCC is denied, stating in what way the inspection of the facility does not meet the requirements of the Ordinance and BMP Manual.
7. Revoke any CMCC for good cause and provide written notice thereof to the permit holder or its agent.

8. Receive and evaluate reports from the operators/owners of Fixed Facilities regarding: (a) the presence of any Critical Materials Use Activities; and (b) the spill, leak, emission, discharge, escape, or leaching of Critical Materials into the secondary containment system or the environment.
9. Notify POST FALLS regarding the revocation of any CMCC for good cause.
10. Assist POST FALLS in the evaluation of applications for exceptions; assist POST FALLS in finding qualified hearing officers; provide recommendations on applications for a exceptions.
11. Provide forms for the Commercial/Industrial application.
12. Report known and suspected violations of the Ordinance to POST FALLS.

C. It is further agreed by all parties:

1. That lines of communication shall be kept open in order to discuss any concerns arising from the terms of this MOU and to reach mutually agreeable solutions in a timely manner.
2. That this MOU may be modified by mutual written agreement and may be terminated by either party upon thirty (30) days' written notice.
3. Each party shall be liable for its own costs and expenses with regard to the administration of the Ordinance.
4. Each party shall be liable for any claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF POST FALLS**

\_\_\_\_\_  
Ron Jacobson, Mayor

**ATTEST:**

\_\_\_\_\_  
Shannon Howard, City Clerk

**PANHANDLE HEALTH DISTRICT 1**

\_\_\_\_\_  
Erik Ketner, District Director

**ATTEST:**

\_\_\_\_\_  
Santee Riggs, Panhandle Health District

**CITY OF POST FALLS  
AGENDA REPORT  
PUBLIC HEARINGS  
MEETING DATE: 9/3/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Jason Faulkner, Finance Director

**SUBJECT:** Fee Hearing for Fiscal Year 2025

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**ITEM AND RECOMMENDED ACTION:**

This public hearing allows the City Council to receive and consider public input on the proposed fee increases for fiscal year 2025. Staff recommends that the Council adopt the fees as presented.

**DISCUSSION:**

The City is required to hold a hearing prior to the adoption of a new fee or whenever a fee increases by 5% or more. The City's practice is to hold an annual hearing during the budget process for new fees and fee increases, including those less than 5%. Occasionally, additional fee hearings are held during the year as necessary. All the new fees and fee increases proposed for fiscal year 2025 are listed in the attached PowerPoint presentation. Fees that are not changing, or are being discontinued, are not contained in the PowerPoint but will be included in the fee resolution that will be presented for adoption at the next City Council meeting..

The city raises fees from time to time based on the cost of providing the service. Water and wastewater rates are proposed to increase by 3.0% and 2.5%, respectively, based on each division's master plan. Impact fees will increase 2.29% based on the Engineering News Record, which tracks inflation in construction costs. Solid waste fees are proposed to increase by 6.0%, based on the contract with Post Falls Sanitation. Parks and Recreation are proposing changes to fees for certain recreation programs and for some services provided by the cemetery. Community Development is proposing two new fees for sign permits and for processing requests to accept a private street.

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

The City Council has not previously reviewed the fees for fiscal year 2025.

**APPROVED OR DIRECTION GIVEN:**

N/A

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

N/A

**BUDGET CODE:**

N/A

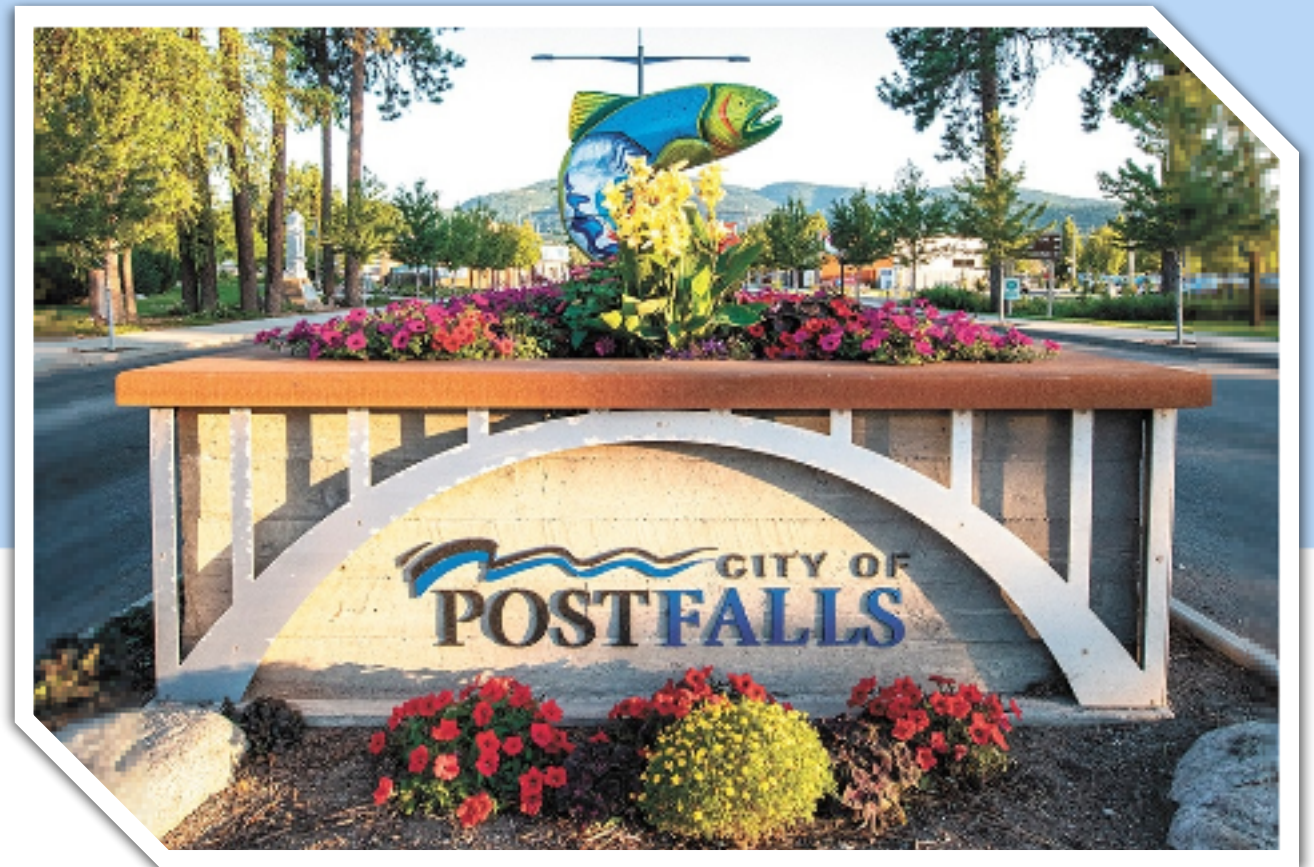
**ATTACHMENTS:**

1. Fiscal Year 2025 Fee Hearing



# 2025 Fee Hearing

September 3, 2024



# Introduction

- Annual Fee Hearing
- Hearing required for new fee and any fee increase over 5%
- Adoption of annual fee resolution will follow at next meeting
- Only includes new and increasing fees

# Water

## User Rates:

|                     | <u>FY 24</u> | <u>FY 25</u> |
|---------------------|--------------|--------------|
| • 1" or less meter: | \$12.82      | \$13.21      |
| • 1.5" meter:       | \$21.45      | \$22.10      |
| • 2" meter:         | \$31.88      | \$32.84      |
| • 3" meter :        | \$56.31      | \$58.00      |
| • 4" meter:         | \$90.97      | \$93.70      |
| • 6" meter:         | \$177.86     | \$183.20     |
| • 8" meter:         | \$307.88     | \$317.12     |

# Water

## Usage Rates:

FY 24

FY 25

### Residential/Irrigation:

- Less than 49,000 Gal:
- More than 49,000 Gal:

\$1.42

\$1.47

\$2.03

\$2.09

### Other Users:

- Each 1,000 Gal:

\$1.42

\$1.47



# Wastewater

| <u>Equivalent Residential Rate:</u> | <u>FY 24</u> | <u>FY 25</u> |
|-------------------------------------|--------------|--------------|
| • Base charge:                      | \$68.46      | \$70.18      |
| • Per 1,000 Gal.                    | \$13.73      | \$14.08      |

| <u>Minimum Utility Charge:</u>     |         |         |
|------------------------------------|---------|---------|
| • Residential (connected to W.W.): | \$23.34 | \$23.93 |
| • Commercial/Industrial (per ERU): | \$23.34 | \$23.93 |

# Solid Waste

## Residential Rates:

|                   | <u>FY 24</u> | <u>FY 25</u> |
|-------------------|--------------|--------------|
| • 35 Gal:         | \$9.84       | \$10.43      |
| • 96 Gal:         | \$13.17      | \$13.96      |
| • Excess garbage: | \$2.76       | \$2.93       |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

### 96 Gal:

- |                   |         |         |
|-------------------|---------|---------|
| • 1 pickup/week:  | \$22.24 | \$23.58 |
| • 2 pickups/week: | \$30.31 | \$32.13 |

### 300 Gal:

- |                   |          |          |
|-------------------|----------|----------|
| • 1 pickup/week:  | \$38.38  | \$40.69  |
| • 2 pickups/week: | \$84.82  | \$89.91  |
| • 3 pickups/week: | \$127.25 | \$134.89 |

# Solid Waste

## Commercial Rates:

### 400 Gal:

|                   | <u>FY 24</u> | <u>FY 25</u> |
|-------------------|--------------|--------------|
| • 1 pickup/week:  | \$54.53      | \$57.81      |
| • 2 pickups/week: | \$109.05     | \$115.60     |
| • 3 pickups/week: | \$163.59     | \$173.41     |

### Front Load – 1 Yard:

|                   |          |          |
|-------------------|----------|----------|
| • 1 pickup/week:  | \$33.22  | \$35.22  |
| • 2 pickups/week: | \$66.66  | \$70.66  |
| • 3 pickups/week: | \$94.94  | \$100.64 |
| • 4 pickups/week: | \$123.19 | \$130.59 |
| • 5 pickups/week: | \$151.47 | \$160.56 |

# Solid Waste

## Commercial Rates: Front Load – 1.5 Yards:

|                   | <u>FY 24</u> | <u>FY 25</u> |
|-------------------|--------------|--------------|
| • 1 pickup/week:  | \$46.46      | \$49.25      |
| • 2 pickups/week: | \$88.88      | \$94.22      |
| • 3 pickups/week: | \$129.25     | \$137.01     |
| • 4 pickups/week: | \$169.64     | \$179.82     |
| • 5 pickups/week: | \$210.03     | \$222.64     |

# Solid Waste

## Commercial Rates: Front Load – 2 Yards:

|                   | <u>FY 24</u> | <u>FY 25</u> |
|-------------------|--------------|--------------|
| • 1 pickup/week:  | \$57.59      | \$61.05      |
| • 2 pickups/week: | \$110.06     | \$116.67     |
| • 3 pickups/week: | \$161.58     | \$171.28     |
| • 4 pickups/week: | \$212.06     | \$224.79     |
| • 5 pickups/week: | \$262.53     | \$278.29     |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

### Front Load – 3 Yards:

|                   |          |          |
|-------------------|----------|----------|
| • 1 pickup/week:  | \$84.82  | \$89.61  |
| • 2 pickups/week: | \$161.58 | \$171.28 |
| • 3 pickups/week: | \$238.30 | \$252.60 |
| • 4 pickups/week: | \$306.99 | \$325.41 |
| • 5 pickups/week: | \$389.74 | \$413.13 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

### Front Load – 4 Yards:

|                   |          |          |
|-------------------|----------|----------|
| • 1 pickup/week:  | \$103.00 | \$109.18 |
| • 2 pickups/week: | \$195.55 | \$207.29 |
| • 3 pickups/week: | \$290.82 | \$308.27 |
| • 4 pickups/week: | \$379.68 | \$402.46 |
| • 5 pickups/week: | \$468.55 | \$496.67 |
| • 6 pickups/week: | \$568.38 | \$602.49 |



# Solid Waste

## Commercial Rates:

FY 24

FY 25

### Front Load – 6 Yards:

|                   |          |          |
|-------------------|----------|----------|
| • 1 pickup/week:  | \$139.36 | \$147.73 |
| • 2 pickups/week: | \$262.53 | \$278.29 |
| • 3 pickups/week: | \$381.59 | \$404.49 |
| • 4 pickups/week: | \$502.84 | \$533.01 |
| • 5 pickups/week: | \$624.01 | \$661.45 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

### Front Load – 8 Yards:

|                   |            |            |
|-------------------|------------|------------|
| • 1 pickup/week:  | \$181.78   | \$192.69   |
| • 2 pickups/week: | \$341.42   | \$361.80   |
| • 3 pickups/week: | \$498.84   | \$528.77   |
| • 4 pickups/week: | \$656.35   | \$695.74   |
| • 5 pickups/week: | \$811.84   | \$860.55   |
| • 6 pickups/week: | \$1,122.84 | \$1,190.21 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Rear Load – 1 Yard:

|                   |          |          |
|-------------------|----------|----------|
| • 1 pickup/week:  | \$37.68  | \$39.94  |
| • 2 pickups/week: | \$66.66  | \$70.66  |
| • 3 pickups/week: | \$94.94  | \$100.64 |
| • 4 pickups/week: | \$121.18 | \$128.45 |
| • 5 pickups/week: | \$147.40 | \$156.25 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Rear Load – 1.5 Yards:

|                   |          |          |
|-------------------|----------|----------|
| • 1 pickup/week:  | \$53.53  | \$56.75  |
| • 2 pickups/week: | \$92.90  | \$98.48  |
| • 3 pickups/week: | \$135.34 | \$143.46 |
| • 4 pickups/week: | \$159.54 | \$169.12 |
| • 5 pickups/week: | \$195.89 | \$207.65 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Rear Load – 2 Yards:

|                   |          |          |
|-------------------|----------|----------|
| • 1 pickup/week:  | \$59.59  | \$63.17  |
| • 2 pickups/week: | \$110.09 | \$116.70 |
| • 3 pickups/week: | \$161.58 | \$171.28 |
| • 4 pickups/week: | \$212.06 | \$224.79 |
| • 5 pickups/week: | \$262.53 | \$278.29 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Rear Load – 3 Yards:

|                   |          |          |
|-------------------|----------|----------|
| • 1 pickup/week:  | \$86.83  | \$92.04  |
| • 2 pickups/week: | \$161.58 | \$171.28 |
| • 3 pickups/week: | \$238.30 | \$252.60 |
| • 4 pickups/week: | \$306.99 | \$325.41 |
| • 5 pickups/week: | \$389.74 | \$413.13 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Rear Load – 4 Yards:

|                   |          |          |
|-------------------|----------|----------|
| • 1 pickup/week:  | \$105.01 | \$111.31 |
| • 2 pickups/week: | \$197.92 | \$209.80 |
| • 3 pickups/week: | \$288.79 | \$306.12 |
| • 4 pickups/week: | \$379.68 | \$402.46 |
| • 5 pickups/week: | \$472.57 | \$500.93 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Rear Load – 6 Yards:

|                   |          |          |
|-------------------|----------|----------|
| • 1 pickup/week:  | \$179.75 | \$190.54 |
| • 2 pickups/week: | \$315.04 | \$333.95 |
| • 3 pickups/week: | \$448.32 | \$475.22 |
| • 4 pickups/week: | \$579.62 | \$614.40 |
| • 5 pickups/week: | \$710.87 | \$753.53 |



# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Rear Load – 8 Yards:

|                   |          |            |
|-------------------|----------|------------|
| • 1 pickup/week:  | \$224.18 | \$237.63   |
| • 2 pickups/week: | \$407.95 | \$432.43   |
| • 3 pickups/week: | \$591.73 | \$627.24   |
| • 4 pickups/week: | \$775.48 | \$822.01   |
| • 5 pickups/week: | \$959.27 | \$1,016.83 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

### Compactor – 4 Yards:

|                   |          |          |
|-------------------|----------|----------|
| • 1 pickup/week:  | \$302.93 | \$321.11 |
| • 2 pickups/week: | \$605.86 | \$642.22 |
| • 3 pickups/week: | \$858.31 | \$909.81 |

### Compactor – 5 Yards:

|                   |            |            |
|-------------------|------------|------------|
| • 1 pickup/week:  | \$373.61   | \$396.03   |
| • 2 pickups/week: | \$747.22   | \$792.06   |
| • 3 pickups/week: | \$1,120.82 | \$1,188.07 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

### Compactor – 6 Yards:

|                   |            |            |
|-------------------|------------|------------|
| • 1 pickup/week:  | \$403.93   | \$428.17   |
| • 2 pickups/week: | \$807.82   | \$856.29   |
| • 3 pickups/week: | \$1,211.68 | \$1,284.38 |

### Compactor – 10 Yards:

|                   |            |            |
|-------------------|------------|------------|
| • 1 pickup/week:  | \$605.86   | \$642.22   |
| • 2 pickups/week: | \$1,211.67 | \$1,284.37 |
| • 3 pickups/week: | \$1,817.54 | \$1,926.60 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

### Compactor – 15 Yards:

- 1 pickup/week:

\$212.06

\$224.79

### Compactor – 20 Yards:

- 1 pickup/week:

\$282.85

\$299.83

### Compactor – 30 Yards:

- 1 pickup/week:

\$403.93

\$428.17

### Compactor – 40 Yards:

- 1 pickup/week:

\$874.86

\$927.36

# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Construction Only – 8 Yards:

|                   |          |            |
|-------------------|----------|------------|
| • 1 pickup/week:  | \$224.18 | \$237.63   |
| • 2 pickups/week: | \$407.95 | \$432.43   |
| • 3 pickups/week: | \$591.73 | \$627.24   |
| • 4 pickups/week: | \$775.48 | \$822.01   |
| • 5 pickups/week: | \$959.27 | \$1,016.83 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Construction Only – 10 Yards:

|                   |            |            |
|-------------------|------------|------------|
| • 1 pickup/week:  | \$266.58   | \$282.58   |
| • 2 pickups/week: | \$494.77   | \$524.46   |
| • 3 pickups/week: | \$725.01   | \$768.51   |
| • 4 pickups/week: | \$951.20   | \$1,008.28 |
| • 5 pickups/week: | \$1,181.42 | \$1,252.31 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Additional Rates:

- |                               |         |         |
|-------------------------------|---------|---------|
| • Additional pickup(96 Gal.): | \$14.16 | \$15.01 |
| • Each additional yard:       | \$19.22 | \$20.38 |

## Roll Off Boxes:

- |                     |          |          |
|---------------------|----------|----------|
| • 20 Yard Delivery: | \$88.88  | \$94.22  |
| • 20 Yard Dump:     | \$212.06 | \$224.79 |
| • 30 Yard Delivery: | \$88.88  | \$94.22  |
| • 30 Yard Dump:     | \$212.06 | \$224.79 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Roll Off Boxes:

|                |         |         |
|----------------|---------|---------|
| • Return Trip: | \$64.67 | \$68.55 |
| • Round Trip:  | \$40.39 | \$42.82 |
| • Turn Around: | \$20.23 | \$21.45 |

## Special Hauls:

|                      |          |          |
|----------------------|----------|----------|
| • 4 Yard Compactor:  | \$111.10 | \$117.77 |
| • 5 Yard Compactor:  | \$131.29 | \$139.17 |
| • 6 Yard Compactor:  | \$145.41 | \$154.14 |
| • 10 Yard Compactor: | \$171.68 | \$181.98 |



# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Special Hauls on Existing & Short-Term Service (FL,RL, & Side Load):

|             |         |         |
|-------------|---------|---------|
| • 96 Gal.:  | \$12.13 | \$12.86 |
| • 300 Gal.: | \$20.23 | \$21.45 |
| • 400 Gal.: | \$27.31 | \$28.95 |
| • 1 Yard:   | \$12.13 | \$12.86 |
| • 1.5 Yard: | \$24.24 | \$25.70 |
| • 2 Yard:   | \$26.28 | \$27.86 |
| • 3 Yard:   | \$32.32 | \$34.26 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Special Hauls on Existing & Short-Term Service (FL,RL, & Side Load):

|                 |          |          |
|-----------------|----------|----------|
| • 4 Yard:       | \$44.45  | \$47.12  |
| • 6 Yard (FL):  | \$60.61  | \$64.25  |
| • 6 Yard (RL):  | \$73.24  | \$77.64  |
| • 8 Yard (FL):  | \$78.82  | \$83.55  |
| • 8 Yard (RL):  | \$88.96  | \$94.30  |
| • 10 Yard (RL): | \$100.97 | \$107.03 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Bin Placement/Removal:

|                   |         |         |
|-------------------|---------|---------|
| • 96 Gal.:        | \$10.14 | \$10.75 |
| • 300 Gal.:       | \$50.51 | \$53.54 |
| • 400 Gal.:       | \$50.51 | \$53.54 |
| • 1- 8 Yard (FL): | \$50.51 | \$53.54 |
| • 1-10 Yard (RL): | \$50.51 | \$53.54 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Daily Rent:

|                          |        |        |
|--------------------------|--------|--------|
| • 96 Gal.:               | \$ .54 | \$ .58 |
| • 300 Gal.:              | \$2.26 | \$2.40 |
| • 400 Gal.:              | \$2.26 | \$2.40 |
| • 1- 4 Yard (FL):        | \$2.26 | \$2.40 |
| • 1-4 Yard (RL):         | \$2.26 | \$2.40 |
| • 6-8 Yard (FL&RL):      | \$4.57 | \$4.85 |
| • 10 Yard (RL):          | \$5.09 | \$5.40 |
| • 20 & 30 Yard Roll Off: | \$6.00 | \$6.36 |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Other Service Rates:

|                                       |          |          |
|---------------------------------------|----------|----------|
| • Del./Removal Perm. Service Cont.:   | \$50.51  | \$53.54  |
| • Make Cont. Lockable:                | \$66.92  | \$70.94  |
| • Special Haul Return Fee:            | \$50.51  | \$53.54  |
| • Gate Fee (each):                    | \$10.05  | \$10.69  |
| • Driver Assistance- Res. (each):     | \$6.10   | \$6.47   |
| • Drivers Assistance – Com. (each):   | \$6.10   | \$6.47   |
| • Driver & Truck Hourly (1 hr. min.): | \$131.29 | \$139.17 |
| • Com. Recycle Bin (Monthly):         | \$12.13  | \$12.86  |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Other Service Rates:

|                                   |          |          |
|-----------------------------------|----------|----------|
| • Fighting Creek Trip (each):     | \$191.86 | \$203.38 |
| • Return Trip – Res.(each):       | \$10.14  | \$10.75  |
| • Return Trip – Cont. (each):     | \$50.51  | \$53.54  |
| • Return Trip - Recycling (each): | \$10.08  | \$10.69  |
| • Recycling Bin Removal (each):   | \$10.08  | \$10.69  |
| • Additional Cart Service:        | \$10.13  | \$10.74  |
| • 96 Gal. Cart Exch.(each):       | \$12.13  | \$12.86  |

# Solid Waste

## Commercial Rates:

FY 24

FY 25

## Other Service Rates:

|                                          |         |         |
|------------------------------------------|---------|---------|
| • Pack-Out Service - Disabled (monthly): | \$8.10  | \$8.59  |
| • Saturday Pickup (each):                | \$20.23 | \$21.45 |
| • Container Wash (each):                 | \$66.92 | \$70.94 |

# Cemetery

| <u>Fee:</u>                                            | <u>FY 24</u> | <u>FY 25</u> |
|--------------------------------------------------------|--------------|--------------|
| • Single depth lot open/close (weekday):               | \$500        | \$600        |
| • 1 <sup>st</sup> dble depth lot open/close (weekday): | \$600        | \$750*       |
| • 2 <sup>nd</sup> dble depth lot open/close (weekday): | \$500        | \$600        |
| • 1 <sup>st</sup> dble depth lot open/close (Sat.):    | \$900        | \$1,050*     |
| • Niche opening/closing (weekday):                     | \$350        | \$400        |
| • Headstone location:                                  | \$100        | \$125        |
| • Memorial Tree:                                       | \$750        | \$1,250      |
| * plus equipment (shoring) rental                      |              |              |



# Recreation

| <u>Fee:</u>                                | <u>FY 24</u> | <u>FY 25</u> |
|--------------------------------------------|--------------|--------------|
| • Archery (Res. & Non-Res.):               | \$65         | \$66         |
| • E-sports Tourn. (Res. & Non-Res.):       | \$25         | \$50         |
| • Dodgeball Tourn. Team (Res. & Non-Res.): | \$125        | \$150        |
| • Golf Lessons (Res. & Non-Res.):          | \$105        | \$110        |
| • Kickball League (Res.):                  | New          | \$200        |
| • Kickball League (Non-Res.):              | New          | \$250        |
| • Kickball Tourn. Team (Res. & Non-Res.):  | \$125        | \$150        |
| • Ladies Day Out (Res.):                   | \$60         | \$70         |

# Recreation

| <u>Fee:</u>                              | <u>FY 24</u> | <u>FY 25</u> |
|------------------------------------------|--------------|--------------|
| • Ladies Day Out (Non-Res.):             | \$70         | \$80         |
| • Lifeguard Class (Res. & Non-Res.):     | New          | \$210        |
| • Preschool Art Disc. (Res. & Non-Res.): | \$40         | \$45         |
| • River City BBK Tourn. (Non-Res.):      | \$300        | \$315        |
| • Whitewater Rafting (Res. & Non. Res.): | New          | Cost+50%     |
| • Youth Bsbll Smart Hitters (Res.):      | \$49         | \$53         |
| • Youth Bsbll Smart Hitter (Non-Res.):   | \$59         | \$66         |
| • Youth Week BBK Camp (Res. & Non-Res):  | \$90         | \$92         |

# Recreation

| <u>Fee:</u>                                  | <u>FY 24</u> | <u>FY 25</u> |
|----------------------------------------------|--------------|--------------|
| • Youth Dance (Res. & Non-Res.):             | \$98         | \$105        |
| • Youth Flag Football (Res.):                | \$45         | \$56         |
| • Youth Flag Football (Non-Res.):            | \$53         | \$60         |
| • Youth Volleyball (Res.):                   | \$45         | \$55         |
| • Youth Volleyball (Non-Res.):               | \$53         | \$59         |
| • Centennial Trail Special Event (Per User): | \$.50        | \$1          |
| • Block Party Trailer Use (Daily):           | New          | \$50         |
| • Block Party Trailer Deposit (Refundable):  | New          | \$250        |

# Community Development

| <u>Fee:</u>                 | <u>FY 24</u> | <u>FY 25</u> |
|-----------------------------|--------------|--------------|
| • Mailing:                  | \$6.00       | \$1.00       |
| • Master Sign Permit:       | New          | \$300.00     |
| • Private Road Application: | New          | \$2,000.00   |

# Impact Fees

## Single Family:

|                   | <u>FY 24</u> | <u>FY 25</u> |
|-------------------|--------------|--------------|
| • Parks:          | \$6,444.00   | \$6,591.24   |
| • Public Safety:  | \$1,260.00   | \$1,288.54   |
| • Streets:        | \$3,174.00   | \$3,247.16   |
| • Multi-Modal:    | \$1,387.00   | \$1,419.19   |
| • Fire/EMS*Total: | \$1,380.00   | \$1,411,61   |

\*Not a city fee

# Impact Fees

| <u>Multi-Family:</u> | <u>FY 24</u> | <u>FY 25</u> |
|----------------------|--------------|--------------|
| • Parks:             | \$4,797.00   | \$4,906.56   |
| • Public Safety:     | \$937.00     | \$958.77     |
| • Streets:           | \$1,795.00   | \$1,836.41   |
| • Multi-Modal:       | \$1,032.00   | \$1,055.70   |
| • Fire/EMS*Total:    | \$1,380.00   | \$1,411.61   |

\*Not a city fee

# Impact Fees

| <u>Commercial Impact Fee (sq. ft.):</u> | <u>FY 24</u> | <u>FY 25</u> |
|-----------------------------------------|--------------|--------------|
| • Parks:                                | N/A          | N/A          |
| • Public Safety:                        | \$1.24       | \$1.27       |
| • Streets:                              | \$6.34       | \$6.49       |
| • Multi-Modal:                          | \$1.36       | \$1.40       |
| • Fire/EMS*Total:                       | \$.69        | \$.72        |

\*Not a city fee

# Impact Fees

| <u>Office(sq. ft.):</u> | <u>FY 24</u> | <u>FY 25</u> |
|-------------------------|--------------|--------------|
| • Parks:                | N/A          | N/A          |
| • Public Safety:        | \$.49        | \$.51        |
| • Streets:              | \$2.48       | \$2.54       |
| • Multi-Modal:          | \$.53        | \$.55        |
| • Fire/EMS*Total:       | \$.69        | \$.72        |

\*Not a city fee



# Impact Fees

| <u>Light Industrial(sq. ft.):</u> | <u>FY 24</u> | <u>FY 25</u> |
|-----------------------------------|--------------|--------------|
| • Parks:                          | N/A          | N/A          |
| • Public Safety:                  | \$.25        | \$.26        |
| • Streets:                        | \$1.26       | \$1.29       |
| • Multi-Modal:                    | \$.28        | \$.29        |
| • Fire/EMS*Total:                 | \$.69        | \$.72        |

\*Not a city fee

# Impact Fees

| <u>Manufacturing(sq. ft.):</u> | <u>FY 24</u> | <u>FY 25</u> |
|--------------------------------|--------------|--------------|
| • Parks:                       | N/A          | N/A          |
| • Public Safety:               | \$.20        | \$.21        |
| • Streets:                     | \$1.00       | \$1.03       |
| • Multi-Modal:                 | \$.22        | \$.23        |
| • Fire/EMS*Total:              | \$.69        | \$.72        |

\*Not a city fee

# Impact Fees

| <u>Warehousing(sq. ft.):</u> | <u>FY 24</u> | <u>FY 25</u> |
|------------------------------|--------------|--------------|
| • Parks:                     | N/A          | N/A          |
| • Public Safety:             | \$.09        | \$.10        |
| • Streets:                   | \$.45        | \$.46        |
| • Multi-Modal:               | \$.10        | \$.11        |
| • Fire/EMS*Total:            | \$.69        | \$.72        |

\*Not a city fee

# Impact Fees

| <u>Mini-Warehouse(sq. ft.):</u> | <u>FY 24</u> | <u>FY 25</u> |
|---------------------------------|--------------|--------------|
| • Parks:                        | N/A          | N/A          |
| • Public Safety:                | \$.08        | \$.09        |
| • Streets:                      | \$.39        | \$.40        |
| • Multi-Modal:                  | \$.09        | \$.10        |
| • Fire/EMS*Total:               | \$.69        | \$.72        |

\*Not a city fee

# Impact Fees

| <u>Elementary School(sq. ft.):</u> | <u>FY 24</u> | <u>FY 25</u> |
|------------------------------------|--------------|--------------|
| • Parks:                           | N/A          | N/A          |
| • Public Safety:                   | \$.64        | \$.66        |
| • Streets:                         | \$3.28       | \$3.36       |
| • Multi-Modal:                     | \$.70        | \$.72        |
| • Fire/EMS*Total:                  | \$.69        | \$.72        |

\*Not a city fee

# Impact Fees

| <u>Middle School(sq. ft.):</u> | <u>FY 24</u> | <u>FY 25</u> |
|--------------------------------|--------------|--------------|
| • Parks:                       | N/A          | N/A          |
| • Public Safety:               | \$.66        | \$.68        |
| • Streets:                     | \$3.39       | \$3.47       |
| • Multi-Modal:                 | \$.74        | \$.76        |
| • Fire/EMS*Total:              | \$.69        | \$.72        |

\*Not a city fee

# Impact Fees

| <u>High School(sq. ft.):</u> | <u>FY 24</u> | <u>FY 25</u> |
|------------------------------|--------------|--------------|
| • Parks:                     | N/A          | N/A          |
| • Public Safety:             | \$.47        | \$.48        |
| • Streets:                   | \$2.36       | \$2.42       |
| • Multi-Modal:               | \$.52        | \$.54        |
| • Fire/EMS*Total:            | \$.69        | \$.72        |

\*Not a city fee

# Impact Fees

| <u>Day Care(sq. ft.):</u> | <u>FY 24</u> | <u>FY 25</u> |
|---------------------------|--------------|--------------|
| • Parks:                  | N/A          | N/A          |
| • Public Safety:          | \$1.57       | \$1.61       |
| • Streets:                | \$8.00       | \$8.19       |
| • Multi-Modal:            | \$1.71       | \$1.75       |
| • Fire/EMS*Total:         | \$.69        | \$.72        |

\*Not a city fee



# Impact Fees

| <u>Church(sq. ft.):</u> | <u>FY 24</u> | <u>FY 25</u> |
|-------------------------|--------------|--------------|
| • Parks:                | N/A          | N/A          |
| • Public Safety:        | \$.35        | \$.36        |
| • Streets:              | \$1.77       | \$1.81       |
| • Multi-Modal:          | \$.39        | \$.40        |
| • Fire/EMS*Total:       | \$.69        | \$.72        |

\*Not a city fee

# Impact Fees

| <u>Assisted Living(sq. ft.):</u> | <u>FY 24</u> | <u>FY 25</u> |
|----------------------------------|--------------|--------------|
| • Parks:                         | N/A          | N/A          |
| • Public Safety:                 | \$.21        | \$.22        |
| • Streets:                       | \$1.06       | \$1.09       |
| • Multi-Modal:                   | \$.23        | \$.24        |
| • Fire/EMS*Total:                | \$.69        | \$.72        |

\*Not a city fee

# Impact Fees

| <u>Nursing Home(sq. ft.):</u> | <u>FY 24</u> | <u>FY 25</u> |
|-------------------------------|--------------|--------------|
| • Parks:                      | N/A          | N/A          |
| • Public Safety:              | \$.33        | \$.34        |
| • Streets:                    | \$1.69       | \$1.73       |
| • Multi-Modal:                | \$.36        | \$.37        |
| • Fire/EMS*Total:             | \$.69        | \$.72        |

\*Not a city fee

# Impact Fees

| <u>Rec./Comm Center(sq. ft.):</u> | <u>FY 24</u> | <u>FY 25</u> |
|-----------------------------------|--------------|--------------|
| • Parks:                          | N/A          | N/A          |
| • Public Safety:                  | \$1.44       | \$1.48       |
| • Streets:                        | \$7.34       | \$7.51       |
| • Multi-Modal:                    | \$1.58       | \$1.62       |
| • Fire/EMS*Total:                 | \$.69        | \$.72        |

\*Not a city fee

# Impact Fees

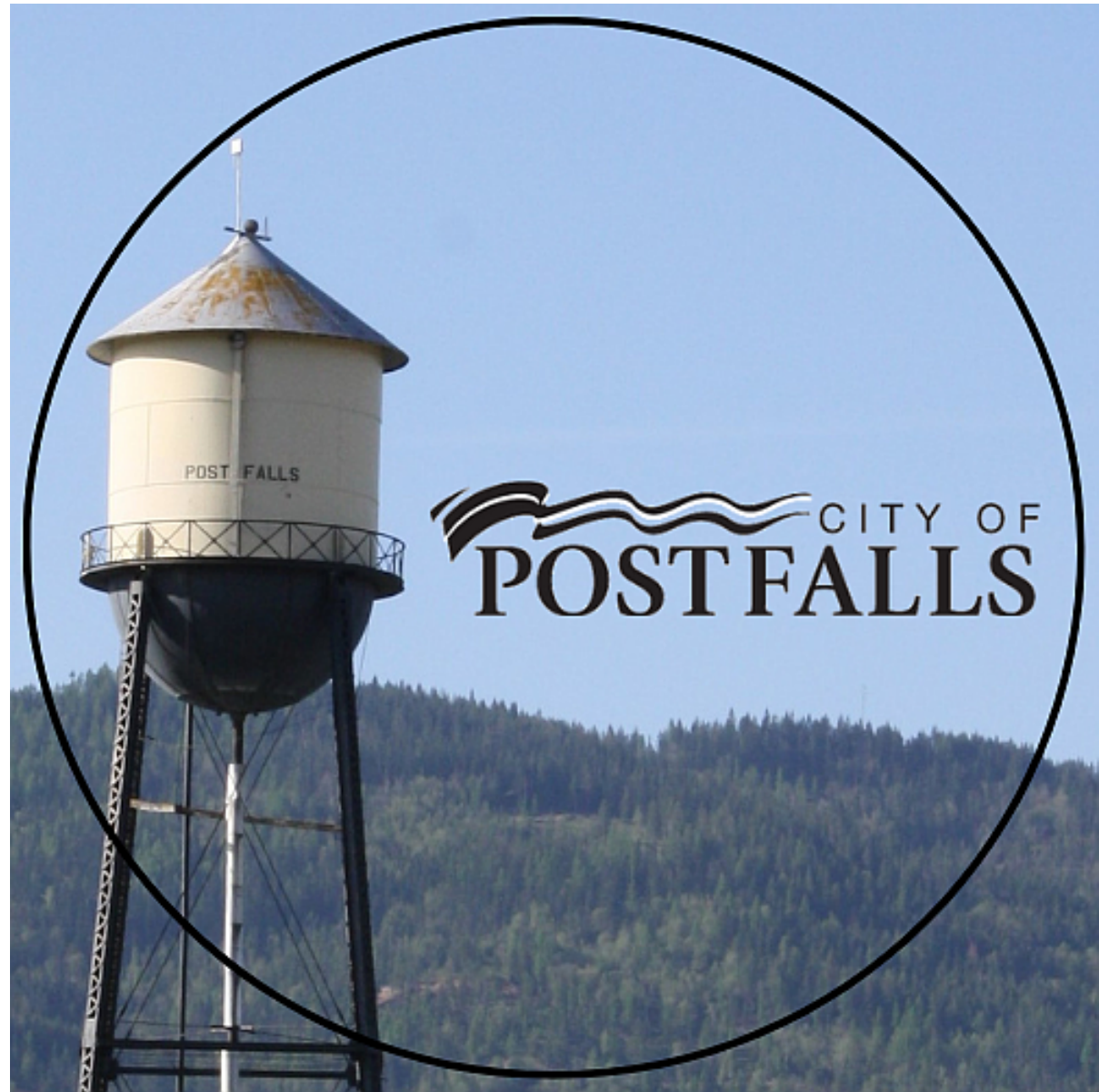
| <u>Hotel:</u>       | <u>FY 24</u> | <u>FY 25</u> |
|---------------------|--------------|--------------|
| <u>Per Room:</u>    |              |              |
| • Parks:            | N/A          | N/A          |
| • Public Safety:    | \$416.12     | \$425.65     |
| • Streets:          | \$2,128,11   | \$2,176,85   |
| • Multi-Modal:      | \$455.63     | \$466.07     |
| <u>Per Sq. Ft.:</u> |              |              |
| • Fire/EMS*Total:   | \$.69        | \$.72        |

\*Not a city fee

# Next Steps

- Council may request staff to present a resolution to:
  - Adopt fees as presented, **or**
  - Reduce specific fees (identify fee and amount of decrease)
- Fee resolution to be returned at next meeting for adoption

# Questions?



**CITY OF POST FALLS  
AGENDA REPORT  
PUBLIC HEARINGS  
MEETING DATE: 9/3/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Ethan Porter, Associate Planner  
**SUBJECT:** 17th & Catherine Vacation File No. VAC-24-1

---

**ITEM AND RECOMMENDED ACTION:**

Request approval to vacate 5-feet of right-of-way on W. 17<sup>th</sup> Avenue and 7.5-feet of right-of-way along N. Catherine Street.

**DISCUSSION:**

Connie Krueger is requesting on behalf of Chad Johnson, property owner, to vacate 5-feet of right-of-way on W. 17<sup>th</sup> Avenue and 7.5-feet of right-of-way along N. Catherine Street. The property is generally located on the northeast corner of N. Catherine Street and W. 17th Avenue intersection. The requested vacation matches the previously approved vacation that occurred in the southeast quadrant of the intersection.

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

N/A

**APPROVED OR DIRECTION GIVEN:**

N/A

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

N/A

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

1. 17th and Catherine Vacation Staff Report (VAC-24-1)
2. 17th and Catherine Vacation Staff PPT (VAC-24-1)



CITY OF POST FALLS  
STAFF REPORT

**DATE:** August 23, 2024

**TO:** POST FALLS MAYOR AND CITY COUNCIL

**FROM:** ETHAN PORTER, ASSOCIATE PLANNER • [eporter@postfalls.gov](mailto:eporter@postfalls.gov) • 208-457-3353

**SUBJECT:** STAFF REPORT FOR THE SEPTEMBER 3, 2024, CITY COUNCIL MEETING  
17<sup>TH</sup> & CATHERINE VACATION VAC-24-1

**Project Name / File Number:** 17<sup>th</sup> & Catherine File No. VAC-24-1

**Owner(s):** Chad Johnson, 116 W 17th Avenue, Post Falls, ID 83854

**Applicant:** Connie Krueger, 1859 N Lakewood Drive Suite 102, Coeur d'Alene, ID 83814

**Project Description:** Requesting to vacate 5 feet of right-of-way on W. 17<sup>th</sup> Avenue and 7.5 feet of right-of-way along N. Catherine Street.

**Project Location:** The property is generally located on the northeast corner of N. Catherine Street and W. 17<sup>th</sup> Avenue.

**AREA CONTEXT (proposed site hatched red below):**



**Staff Comments:** 17<sup>th</sup> Avenue and Catherine Street are classified as Local Residential Streets. Local residential Streets have a typical rights-of-way width of 65 feet, which allows for the development of an urban 32-foot roadway section (curb & gutter, storm water swales, sidewalks). The existing rights-of-way widths exceed minimum standards. Sanitary sewer is located within both roadways. Domestic water is located in the alley immediately to the north of the adjoining subject parcel. Vacation of the rights-of-way would not constrain existing City utilities and are unlikely to have a negative impact on any future City utilities. The requested vacation matches the approved vacation that occurred in the southeast quadrant of the intersection.

**OTHER AGENCY RESPONSE & RECEIVED WRITTEN COMMENTS:**

Agencies Notified:

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

- **Exhibit PA-1 Post Falls School District – Remains neutral**
- **Exhibit PA-2 Kootenai County Fire & Rescue – Comment during permitting process**
- **Exhibit PA-3 Idaho Transportation Department – No comment**
- **Exhibit PA-4 Yellowstone Pipeline Company – No impact and no comment**

**PUBLIC PROCESS:** Notice of the proposed annexation was sent to appropriate jurisdictions and mailed to property owners within 300 feet of the proposed project on August 15, 2024. Notice has been published in the Coeur d'Alene Press on August 17, 2024, and will be again on August 24, 2024. The property was posted August 23, 2024.

**MOTION OPTIONS:** The City Council may approve, approve with modifications or deny the proposed vacation. Should the Council move to approve the request, staff would prepare an ordinance vacating the aforementioned rights-of-way areas.

**ATTACHMENTS:**

**Applicant Exhibits:**

- Exhibit A-1 Vacation Application
- Exhibit A-2 Narrative
- Exhibit A-3 Vicinity Map

**Staff Exhibits:**

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

**Testimony:**

|              |              |
|--------------|--------------|
| Exhibit PA-1 | PFSD Comment |
| Exhibit PA-2 | KCFR Comment |
| Exhibit PA-3 | ITD Comment  |
| Exhibit PA-4 | YPL Comment  |

## Vacation

**VAC-24-1**

Submitted On: Jul 3, 2024

## Applicant

 Connie Krueger  
 208-500-9268  
 ckrueger@stonehenge-us.com

## Primary Location

116 W 17TH AVE  
POST FALLS, ID 83854

**Applicant Information****Applicant Type**

Agent

**Applicant Name**

Connie Krueger

**Phone**

208-500-9268

**Email**

ckrueger@stonehenge-us.com

**Address**

1859 N Lakewood Drive Suite 102

**City, State & Zip Code**

Coeur d'Alene, ID 83814

**Owner Information****Name**

Chad Johnson

**Company**

Johnson Surveying

**Phone**

208-660-2351

**Email**

johnsonsurveying@yahoo.com

**Address**

116 W 17th Avenue

**City, State & Zip Code**

Post Falls, ID 83854

**Vacation Information****New Field**

Requesting 5' on W 17th Avenue and 7.5' on N Catherine St

**Application Certification**

All exhibits presented will need to be identified at the meeting, will be entered into the record, and retained on file.

true

The applicant (or representative) must be at the meeting representing this proposal or the application will not be heard. The applicant will be responsible for costs in re-noticing the public hearing.

true

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 contract buyer.

true

# Right-of-Way Vacation Request

## 116 W 17<sup>th</sup> Avenue Post Falls, ID |

|                                                    |           |
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## PROPERTY INFORMATION AND PROPOSAL

This is a request for a right-of-way vacation for my property at right addressed as 116 W 17<sup>th</sup> Avenue, Post Falls, Idaho. My request is for the vacation of 5' of right-of-way on W 17<sup>th</sup> Avenue and 7.5' of right-of-way on N Catherine Street, consistent with the right-of-way vacation on property immediately to the south.

My property is in Robert's 1<sup>st</sup> Addition to Post Falls. It is in the northwest quarter of Section 34, Township 51 North, Range 05 West, Boise Meridian, Kootenai County, Idaho. It is assigned parcel number P8100004005 and AIN #118368. The tax parcel is described as .244 acres.

The owner of the property is me, Chad Johnson.

There is a small single-family residence on the property as shown in the below photo.



*Kootenai County GIS Map  
Aerial view of property*



*Google Street View Photo  
View looking north to property*

I plan to subdivide allowing for construction of two two-unit twin home residential structures. The planned layout and building plans are the same as that of the two twin homes on the Swaboda Estates four lot minor subdivision directly to the south. Below are photos depicting these extremely attractive and livable units.





*Looking south from site at  
Swaboda Estates Twin Homes*



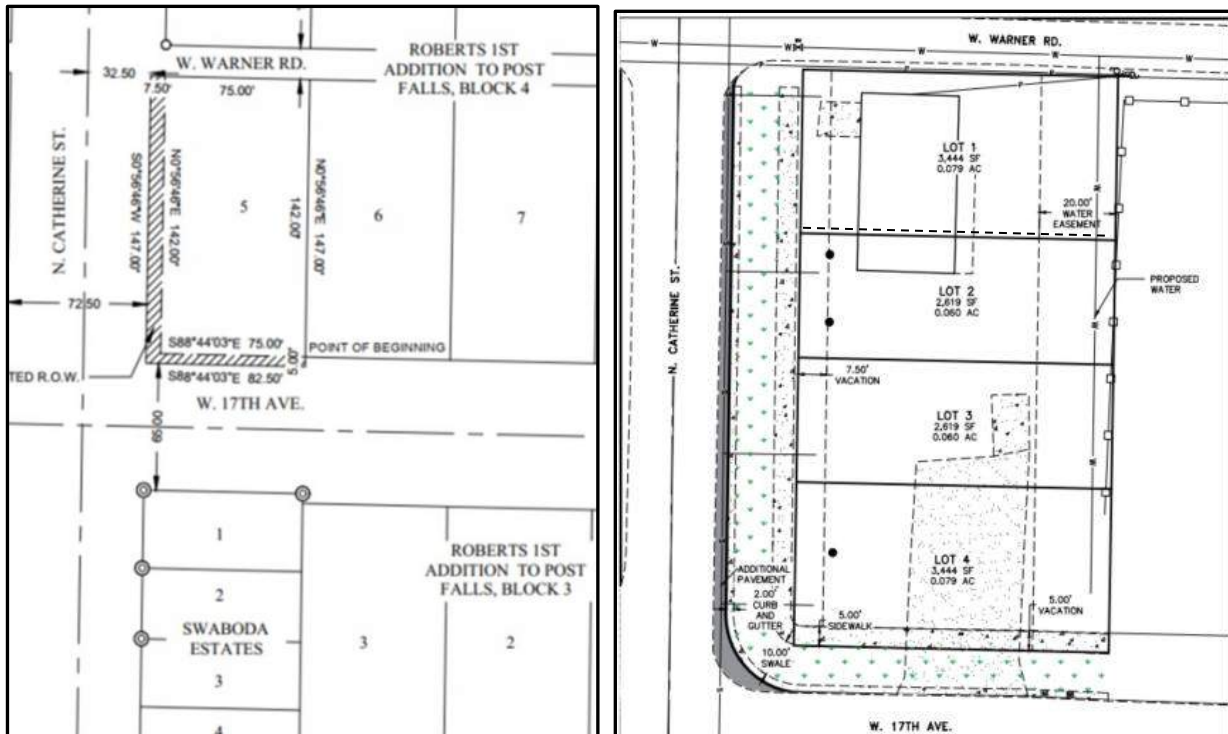
*Looking south from N Catherine St  
at Swaboda Estates Twin Homes*



*Looking north from N Catherine St  
at Swaboda Estates Twin Homes*



As can be seen in the below left exhibit, Swaboda Estates to the south underwent a similar vacation, with right-of-way vacated on the west and north. I am requesting similar vacations of right-of-way to accommodate nearly identical buildings as shown above. My buildings may need to vary slightly based on the City's access requirements and the requirement of the City to extend a water line down the east side of my property as shown at right below. The extension of the water line and related 20' utility easement is contributing to the need for this right-of-way vacation.



*Excerpts from Right-of-Way Vacation and Site Plan (with existing conditions) Exhibits*



*Kootenai County GIS Map  
Aerial view with right-of-way widths*

## REGULATORY AREAS AND PLANNING

### City Limits

This property is located within the incorporated area of Post Falls and is surrounded by incorporated properties on all sides.

### Zoning District

The zoning of my property is R-2 pursuant to Post Falls City Code 18.16.010 Establishment of Zoning Districts as depicted on the below zoning map.



*City of Post Falls Zoning Map*



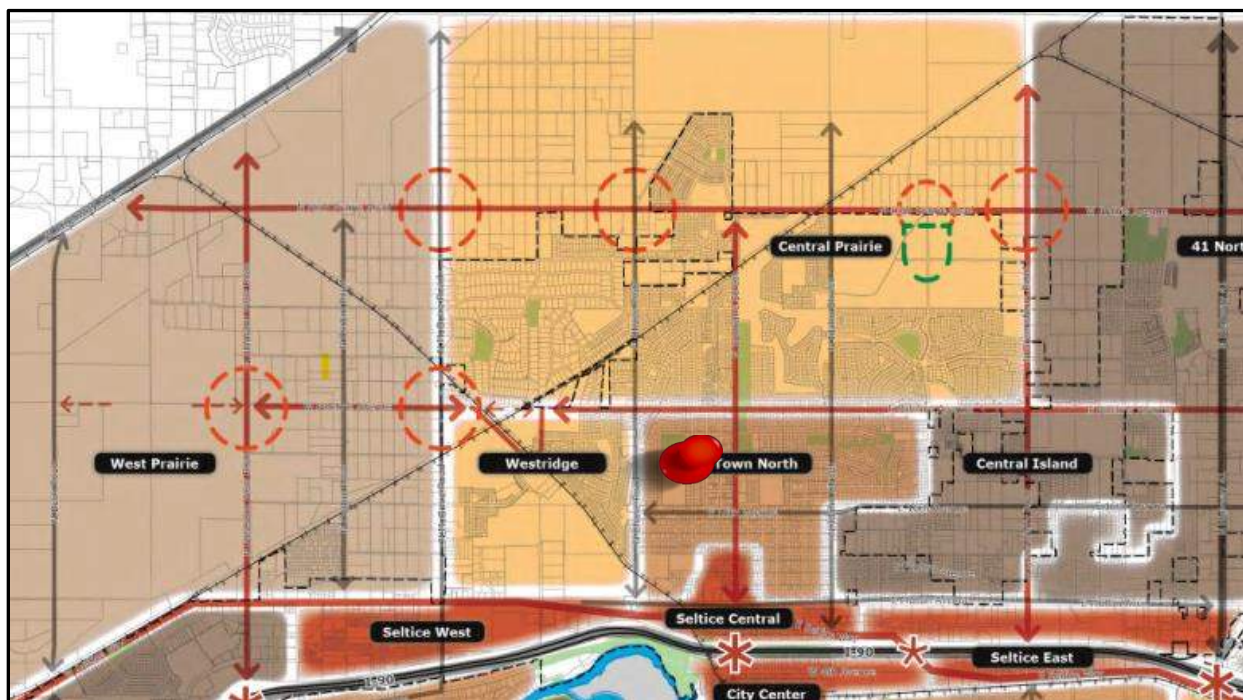
The Medium *Density* Residential (R2). Zone is described as follows:

“The R2 Zone is intended for residential *Structures* containing one or more *Dwelling Units* and for *Accessory Uses* that are associated and compatible with residential *Uses*. This zone is primarily applied in areas suitable for residential development where such residentially designated areas are readily serviced by collector and arterial streets suitable for higher levels of traffic; where other public services are sufficiently available for the intensity of *Use* contemplated; and where the configuration of Municipal infrastructure and neighboring land *Uses* are compatible with the *Use* allowed hereby.

My property is bounded by R2 Zoning to the north, east, south and west.

## Comprehensive Plan

My property is located in the Mill Town North area of Post Falls.



Post Falls 2020 Comprehensive Plan Map

Mill Town North is described as follows:

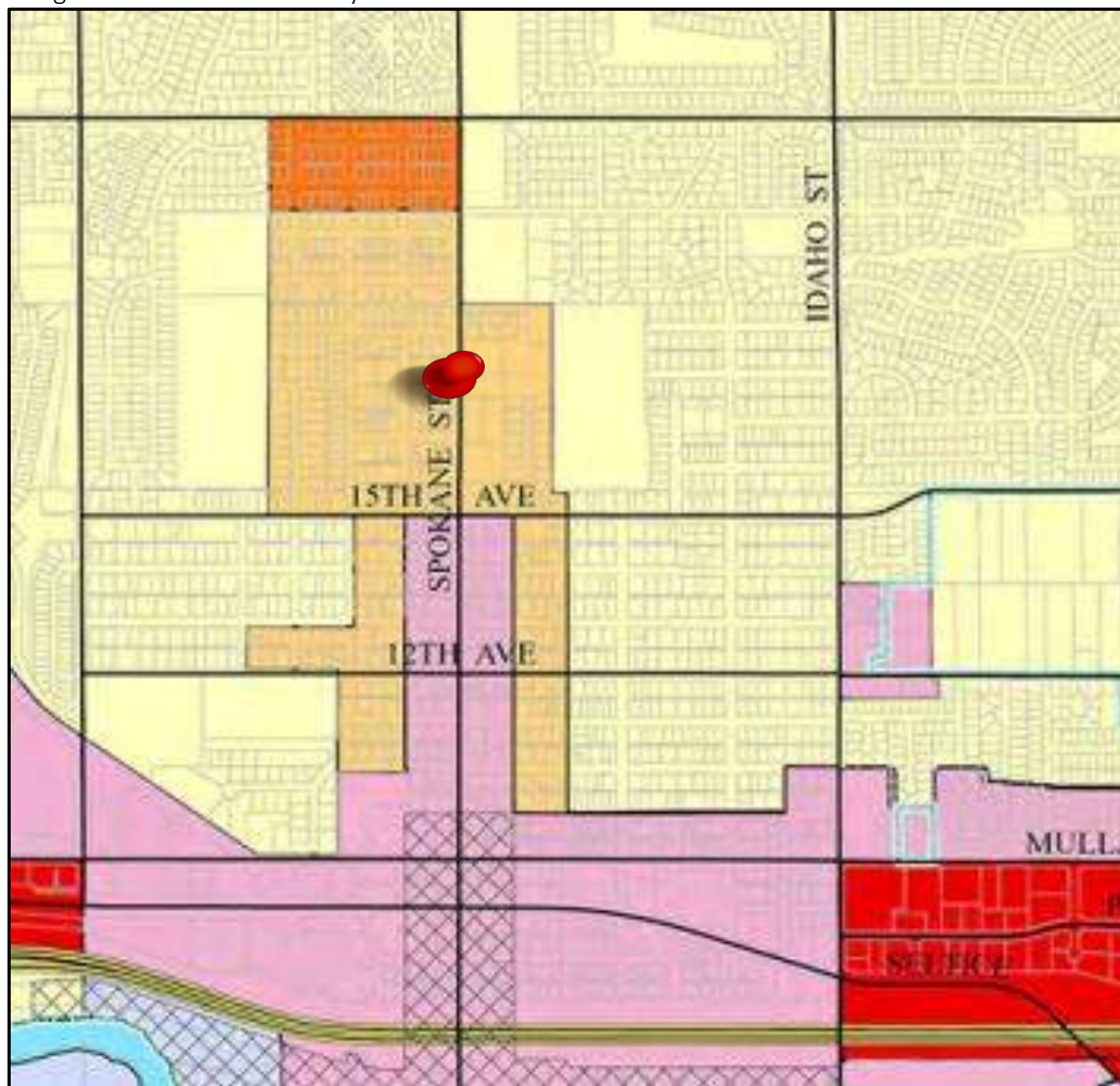
“Post Falls has grown in waves, and the Central district’s original housing is largely comprised of 1960s and 1970s development. It has become the “old guard” of the Post Falls bedroom community archetype, developed when proximity to Spokane, low gas prices, and relative affordability governed the housing decisions of those who chose to develop land and move here. Schools, churches, the Seltice Central Corridor, parks and neighborhoods have become established in response, creating the core housing district that constituted the bulk of Post Falls’ population until the 1990s. There will likely be incremental reinvestment and intensification in this area, a process facilitated by its traditional block structure and driven by increasing popularity of being close to the community’s commercial districts. Guiding this reinvestment to ensure compatibility will be an important consideration as Post Falls continues to grow –

and to attract those households that prefer to be near activity centers, shopping, and community institutions.”

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

- Seek creative methodologies to enhance neighborhood areas and spur reinvestment;
- Encourage the retention and utilization of alleys for infill development, preserving the character of the existing neighborhoods;
- Work to improve pedestrian-friendly routes to nearby schools, churches, the Seltice corridor, and City parks.”

This proposed vacation of right-of-way will assist with enhancing neighborhood area, spurring reinvestment, all at a scale that preserves the character of the existing neighborhood. Once developed with sidewalks, pedestrian friendly routes will exist (in part) to the nearby schools and parks. According to the Future Land Use Map in the City of Post Falls’ latest Comprehensive Plan, this property is designated as Medium-Density Residential.



*City of Post Falls 2020 Comprehensive Plan Future Land Use Map*

The Medium-Density Residential Designation is described as follows:

#### Medium-Density Residential

**Principal Uses & Character:** This category encompasses all types of residential uses between five and 16 dwelling units per acre and also supports land uses such as nursing care facilities, parks, schools, and public facilities. Densities may vary as appropriate to location, street and infrastructure capacities, planned development patterns and compatibility with existing development.

**Additional Uses:** Use patterns blending commercial and residential may be considered in areas as they develop, provided they feature higher traffic volumes, and/or are located and designed to function as a pedestrian-friendly focal point of the surrounding neighborhood. Such patterns should feature an interconnected street system allowing easy, all-modes access to adjoining neighborhoods.

#### Implementing Zoning Districts

R-2, R-3, RM, SC4, Per Focus Area

## Environmental Factors

The property is relatively flat, without flood hazards or any other known hazards within the property.

## Public Services and Facilities

### Schools

My property is located within Post Falls School District #273.

### Emergency Services

The City of Post Falls Police Station is located at 1717 E Polston Avenue and is approximately two miles from my property.

The property is within the jurisdiction of the Kootenai Fire and Rescue District. The nearest fire station, Kootenai Fire and Rescue Station 3, is located at 3820 E .16<sup>th</sup> Ave and is approximately 2.6 miles from my property.

The impacts to emergency services will be examined further during the development review process as required by the City Code.

## INFRASTRUCTURE

### Potable Water and Fireflow

**Existing:** The property is served by the City of Post Falls' potable water and fireflow systems. Note that there is an existing fire hydrant located at the corner of the N Catherine St and the W Warner alley and an existing water line in N Catherine St. There is sufficient capacity to serve my property

**Proposed:** Upon construction, I will work with the City of Post Falls to address any requirements related to potable and fireflow supply. Any needed improvements will be designed and installed in accordance with the City of Post Falls standards and the requirements of the Idaho Department of Environmental



Quality (IDEQ). I will pay connection and capitalization fees at the time of future development to offset any impacts to the water system.

### Sanitary Sewer

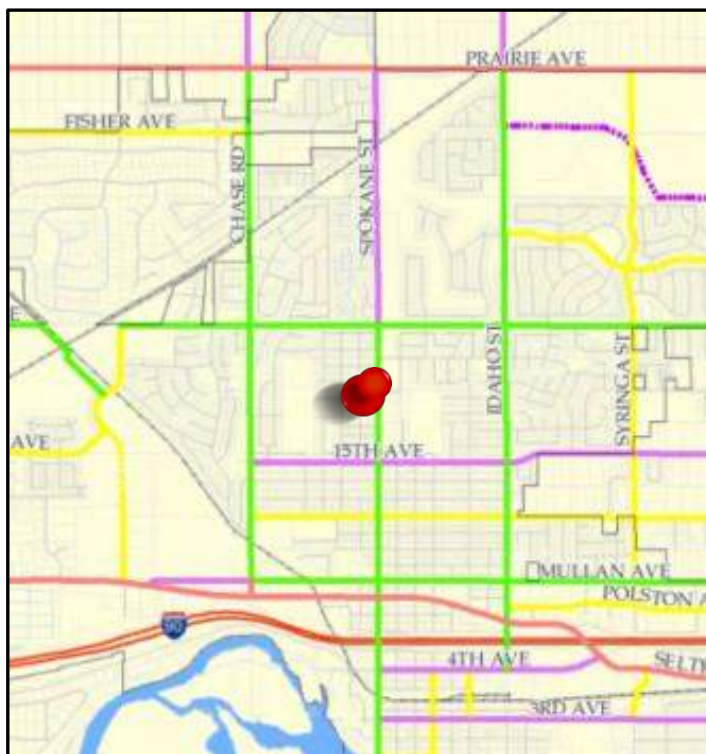
Existing: The property is served by the City of Post Falls sanitary sewer system. There is an existing main serving the property from N Catherine Street. There is sufficient capacity to serve my property.

Proposed: Upon construction, I will work with the City of Post Falls to address any requirements related to sanitary sewer supply. Any needed improvements will be designed and installed in accordance with the City of Post Falls standards and the requirements of the Idaho Department of Environmental Quality (IDEQ). I will pay connection and capitalization fees at the time of future development to offset any impacts to the sewer system.

### Transportation

Existing: The property has frontage on W Werner Alley, N Catherine Rd, and W 17<sup>th</sup> Ave, which are classified as an alley and local access roads.

Proposed: During the Pre-development meeting City staff members stated that frontage improvements on both W 17<sup>th</sup> Ave and N Catherine St will be required and will include sidewalks, swales, and street trees. Additionally, I will pay impact fees at the time of future development to offset any impacts to the transportation system.



*City of Post Falls  
2020 Comprehensive Plan  
Road Classification Map*

## Comprehensive Plan Goals and Policies

The City of Post Falls 2020 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 following Goals and Policies as outlined in the Comprehensive Plan are applicable to the requested action:

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

*Discussion: Whether newly arrived or long-term, residents of Post Falls often cite the community's "small-town charm," its modest size, and its valley setting with open space prairie and the Spokane River as attractive features. Due to this, many of the goals, policies and programs contained in this plan help retain the City's lower scale, walkable, small-lot development patterns common in early Post Falls, while at the same time, providing for urban growth in other, appropriate areas; support the development of cultural features and activities; and direct land use decisions encouraging infill and thoughtful expansion.*

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

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."*

*Discussion: 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, this plan supports the allocation of land use types, parks features and other areas sufficient to achieve overall plan objectives.*

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.*

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

*My Response:*

This right-of-way vacation, and subsequent construction of twin homes allows for thoughtful infill development of a scale encouraged by the Comprehensive Plan and zoning. The frontage improvements made with the subdivision will provide the neighborhood with convenient and safe pedestrian access.

## Summary

The proposed right-of-way vacation is in alignment with the goals and policies of the City, of little to no impact to city services and neighboring properties, and facilitates redevelopment of land in a manner that enhances the City's supply of quality housing. I appreciate your consideration of my request for vacation.

Respectfully,



Chad Johnson, PLS



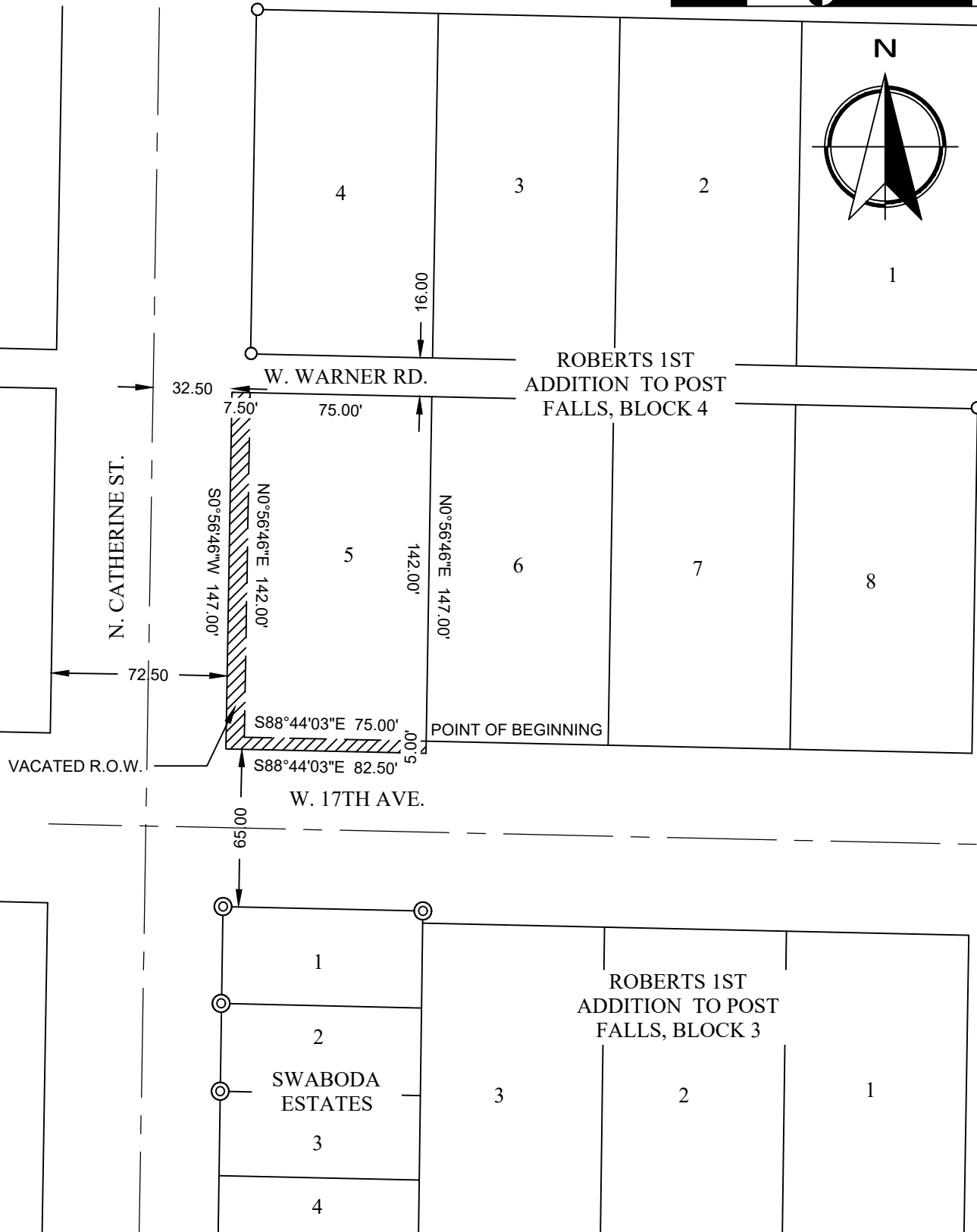
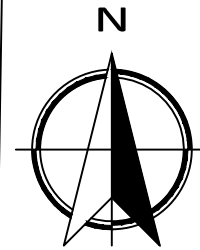
# LEGEND

Exhibit A-3

H-Scale 1" = 60'

60' 30' 60' 120'

- FOUND IRON PIPE AS NOTED
- ⊙ FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP P.L.S. 4182



## R.O.W. VACATION EXHIBIT "B"

SECTION 34, TOWNSHIP 51 NORTH, RANGE 5 WEST,  
BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

**Johnson**  
**Surveying**

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

DATE SURVEYED: DEC 2023

DRAFTED BY: ERH

PLOT DATE: 6/3/2024

SHEET

FILE NAME: 23-186

CHECKED BY: CJJ

PROJECT No.: 23-186

1 / 1



# 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](http://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.***

|                        |      |      |
|------------------------|------|------|
| 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,

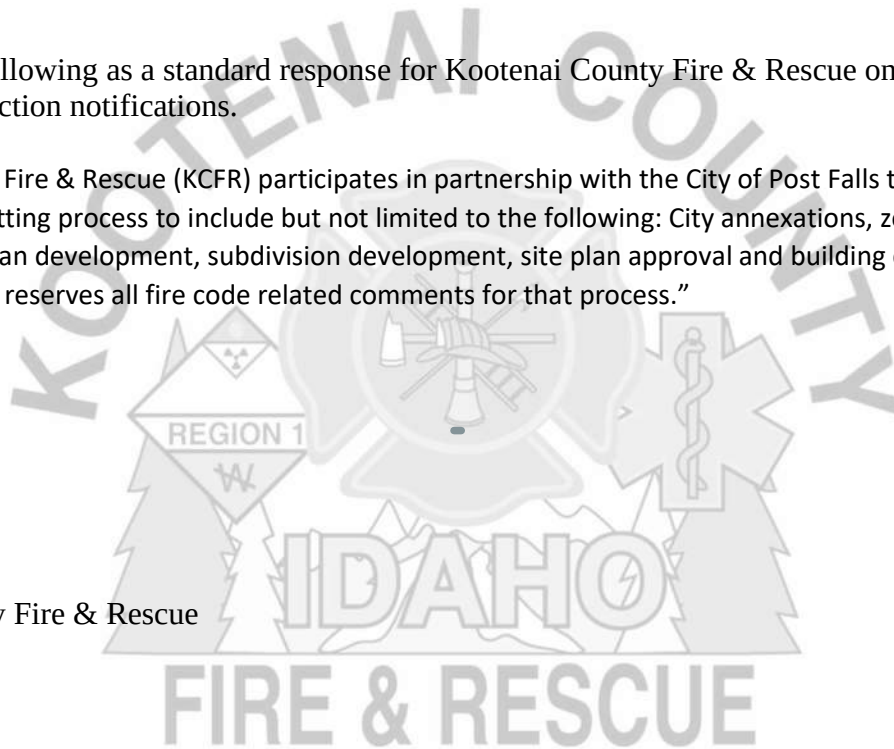
Please use the following as a standard response for Kootenai County Fire & Rescue on all applicable Notice to Jurisdiction notifications.

"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



**From:** [Robert Beachler](#)  
**To:** [Nancy Thurwachter](#)  
**Cc:** [D1Permits](#)  
**Subject:** RE: 17th Avenue & Catherine Street Vacation File No. VAC-24-1  
**Date:** Thursday, August 15, 2024 12:07:54 PM  
**Attachments:** [image001.png](#)

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

No Comment.

Robert Beachler  
District 1 Planning Program Manager  
Idaho Transportation Department  
600 W. Prairie Ave  
Coeur d'Alene, ID 83815  
[robert.beachler@itd.idaho.gov](mailto:robert.beachler@itd.idaho.gov)  
(208) 772-1216  
Office Hours M-TH 6-4:30

**From:** Nancy Thurwachter <nthurwachter@postfalls.gov>  
**Sent:** Thursday, August 15, 2024 12:01 PM  
**To:** Ali Marenau <AMarienau@kmpo.net>; Alynette Farley <abfarley@BPA.Gov>; Amanda Raymond <arraymond@bpa.gov>; Avista <c01\_Real\_Estate@avistacorp.com>; Avista <cdaconst@avistacorp.com>; Ben Tarbutton <btarbutton@kcgov.us>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <CarrieAnn.Hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; 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>; 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>; Gregory Ashley <gregory.Ashley@williams.com>; 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>;  
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>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher  
Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter  
<eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen  
<James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter  
<jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley  
<jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell  
<krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center  
<mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney  
<ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball  
<rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale  
<rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard  
<showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman  
<sherman@postfalls.gov>; Tisha Gallop <tgallop@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>;  
Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

**Subject:** 17th Avenue & Catherine Street Vacation File No. VAC-24-1

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

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Please find attached the Notice to Jurisdictions for the 17<sup>th</sup> & Catherine Vacation File No. VAC-24-1 that is scheduled for the City Council meeting on September 3, 2024. The draft staff report will be on the city's website shortly.

**Nancy Thurwachter**

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



---

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**From:** [Polak, Chad M](#)  
**To:** [Nancy Thurwachter](#)  
**Subject:** FW: 17th Avenue & Catherine Street Vacation File No. VAC-24-1  
**Date:** Thursday, August 15, 2024 12:26:35 PM  
**Attachments:** [image001.png](#)  
[Exhibit PH-2 NTJ\\_17th & Catherine VAC-24-1.pdf](#)

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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 56<sup>th</sup> Avenue | Commerce City, CO 80022  
Phillips 66

---

**From:** Nancy Thurwachter <nthurwachter@postfalls.gov>  
**Sent:** Thursday, August 15, 2024 1:01 PM  
**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>; Carey Borchardt <carey.borchardt@charter.com>; Carolyn Bostick <cbostick@cdapress.com>; Carrie Ann Hewitt <carrieann.hewitt@itd.idaho.gov>; CDA Garbage Reception <reception@cdagarbage.com>; 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>; 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>; Gregory Ashley <gregory.Ashley@williams.com>; 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>; 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@Ziplay.com>; URA <postfallsura@gmail.com>

**Cc:** Anna Staal <astaal@postfalls.gov>; Bobby Wilhelm <bobby@bobbywilhelm.com>; Christopher Gabbert <cgabbert@postfalls.gov>; Dave Fair <dfair@postfalls.gov>; Ethan Porter <eporter@postfalls.gov>; Field Herrington <fherrington@postfalls.gov>; James Steffensen <James.steffensen@yahoo.com>; Jason Faulkner <jfaulkner@postfalls.gov>; Jennifer Poindexter <jpoindexter@postfalls.gov>; John Beacham <jbeacham@postfalls.gov>; Jon Manley <jmanley@postfalls.gov>; Justin Miller <jmiller@postfalls.gov>; Kelly Russell <krussell@postfalls.gov>; Kibbee Walton <kibbee@artisanportrait.com>; Media Center <mediacenter@postfalls.gov>; Nancy Hampe <nancyradiantlake@gmail.com>; Naomi Tierney <ntierney@postfalls.gov>; Preston Hill <prestonh@postfalls.gov>; Ray Kimball <rkimball@whipplece.com>; Rob Palus <rpalus@postfalls.gov>; Robert Seale <rseale@postfalls.gov>; Ross Schlotthauer <ross@burlyproducts.com>; Shannon Howard <showard@postfalls.gov>; Shelly Enderud <senderud@postfalls.gov>; Stephanie Herman <sherman@postfalls.gov>; Tisha Gallop <tgallp@postfalls.gov>; Vicky Jo Carey <vjcarey@aol.com>; Wade Meyer <wmeyer@postfalls.gov>; Warren Wilson <wwilson@postfalls.gov>

**Subject:** [EXTERNAL]17th Avenue & Catherine Street Vacation File No. VAC-24-1

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Please find attached the Notice to Jurisdictions for the 17<sup>th</sup> & Catherine Vacation File No. VAC-24-1 that is scheduled for the City Council meeting on September 3, 2024. The draft staff report will be on the city's website shortly.

**Nancy Thurwachter**

Planning Administrative Specialist

408 N. Spokane Street

Post Falls, ID 83854

(208) 457-3338



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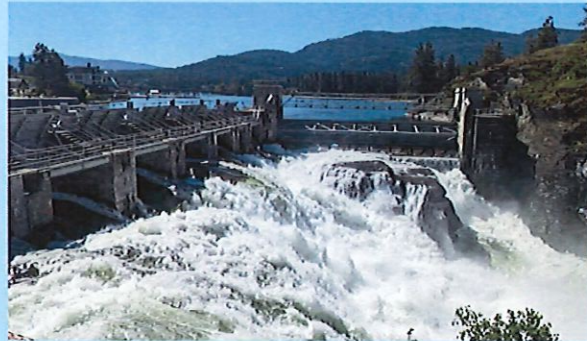
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---



# 17<sup>th</sup> & Catherine Vacation VAC-24-1

September 3, 2024



Ethan Porter– Associate Planner

1

**OWNER:** Chad Johnson

**APPLICANT:** Connie Krueger

**REQUESTED ACTIONS:**

**Vacation:** Approval to vacate rights-of-ways adjacent to 116 W. 17<sup>th</sup> Avenue to include:

- 5-feet of right-of-way along W. 17<sup>th</sup> Avenue
- 7.5-feet of right-of-way along N. Catherine Street.

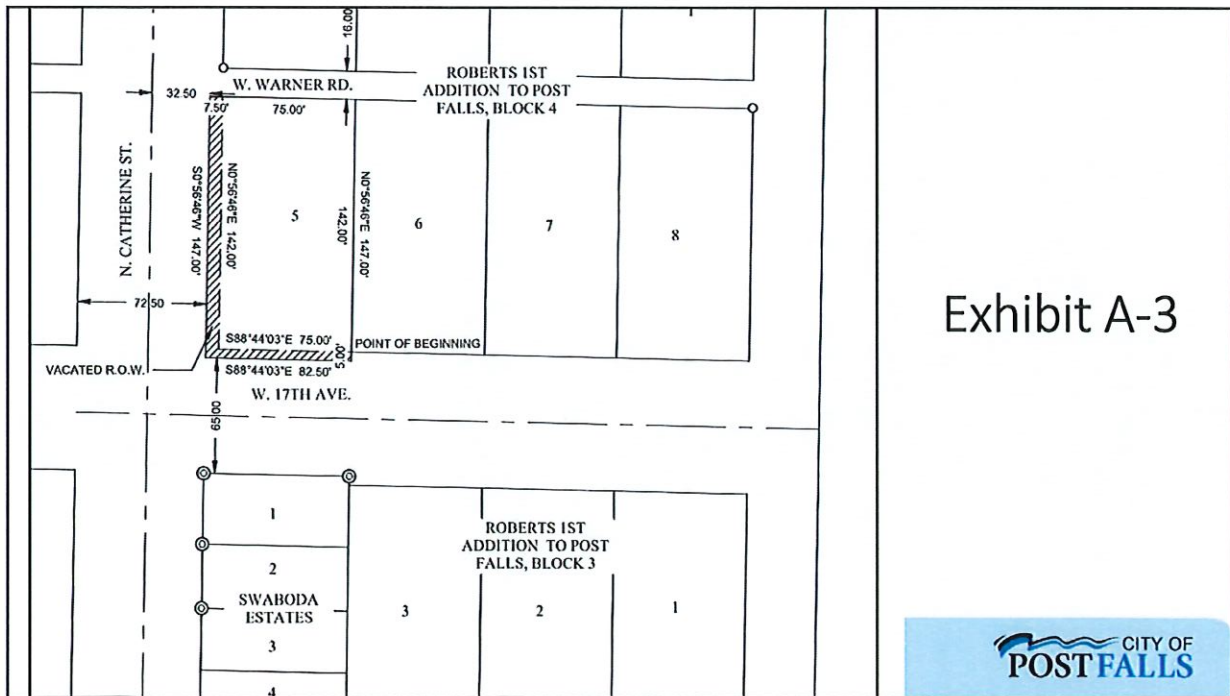
17<sup>th</sup> & Catherine Vacation



2



3



4

- By vacating the proposed areas it may provide more flexibility in site design
  - About 0.10 miles from bus stop/bus route
  - Approximately 0.60 miles from Post Falls Library
- Staff has no concerns with the proposed Vacation

Staff Comment



5

- The requested vacation matches the approved vacation that occurred in the southeast quadrant of the 17<sup>th</sup> Avenue and Catherine Street intersection (across the street)
- The existing rights-of-way widths exceed minimum standards

Staff Comment



6



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

## Agencies Notified



7

**[PA-1] PFSD – Remain neutral**

**[PA-2] KCFR – comment at the time of development**

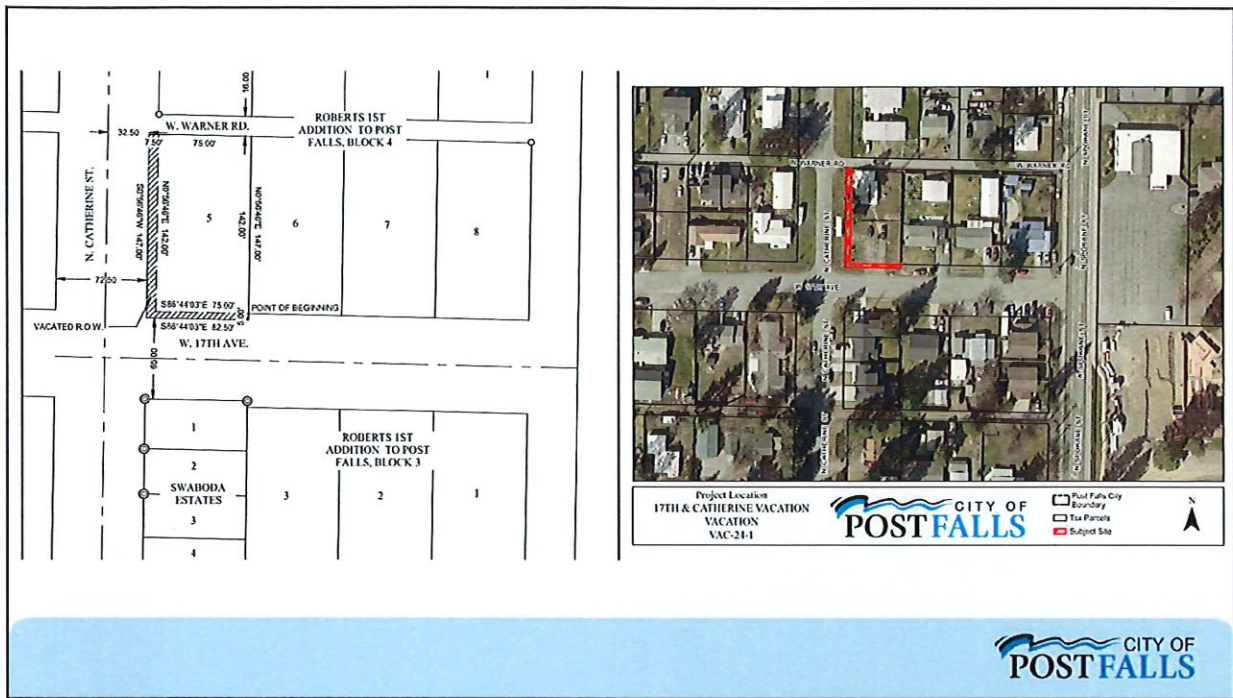
**[PA-3] ITD – No comment**

**[PA-4] YPL – No impact, no comment**

## Agency Comments



8



**CITY OF POST FALLS**  
**AGENDA REPORT**  
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS  
**MEETING DATE: 9/3/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Jason Faulkner, Finance Director

**SUBJECT:** Resolution Authorizing Use of Foregone Tax Authority

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**ITEM AND RECOMMENDED ACTION:**

This resolution will approve budgeting foregone tax authority as approved by the City Council at their annual budget hearing held on August 20, 2024. Staff recommends adopting the resolution as presented.

**DISCUSSION:**

Following the annual budget hearing on August 20, 2024, the City Council authorized budgeting an additional 1% of its prior budget for operational needs from its accrued foregone balance as well as an additional 3% from its foregone balance to construct public works, parks, and police capital projects contained in the 2021 Facilities Master Plan. The City Council has historically been very conservative in increasing budgets and has not added new revenue beyond new construction, annexation, and closed urban renewal areas in 15 years. Over that time, the City has created a foregone balance of \$3.5 million, meaning that taxes could be \$3.5 million higher annually. Due to increasing costs due to inflation and decreased state revenue sharing, the Council determined that it was necessary to budget the additional 1% from foregone for operational needs. Additionally, the Council determined that using an additional 3% from its foregone balance will decrease project costs over the long term by avoiding financing costs and increased construction costs due to inflation.

In order to budget a portion of its foregone balance, the City Council must adopt a resolution certifying the amount of foregone authority to be budgeted and the specific purposes for which the foregone authority is being budgeted.

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

Budget workshops were held on May 22, July 16, and August 20, 2024. Additionally, a public hearing was held on August 20, 2024.

**APPROVED OR DIRECTION GIVEN:**

Council directed staff to present a budget ordinance and foregone resolution budgeting 1% from foregone authority for operational needs and 3% from foregone authority for capital needs identified in the 2021 Facilities Master Plan.

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

The 1% from foregone authority for operation needs will generate \$160,047 in ongoing revenue. The 3% from foregone authority for capital projects will generate \$487,001 in one-time dollars that will not affect future taxes.

**BUDGET CODE:**

## Property Tax Budget

### **ATTACHMENTS:**

1. 2024.08.27 Fiscal Year 2025 Foregone Resolution

RESOLUTION NO. 24-\_\_\_\_

A RESOLUTION OF THE CITY OF POST FALLS, IDAHO, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, CERTIFYING THE LEVY OF ONE PERCENT (1%) OF THE CITY'S FORGONE BALANCE, IN THE AMOUNT OF ONE HUNDRED AND SIXTY THOUSAND AND FORTY-SEVEN DOLLARS (\$160,047.00) AND 3% OF THE CITY'S FOREGONE BALANCE OF FOUR HUNDRED EIGHTY-SEVEN THOUSAND AND ONE DOLLAR (\$487,001.00), TO BE INCLUDED IN THE CITY'S 2024-2025 BUDGET FOR THE SPECIFIC PURPOSE OF FUNDING OPERATIONS AND A CAPITAL PROJECT(S) DESCRIBED BELOW WITHIN THE GENERAL FUND, AND PROVIDING THAT THIS RESOLUTION BE EFFECTIVE UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Idaho Code §50-235 empowers the City Council to levy taxes for general revenue purposes; and

WHEREAS, Idaho Code §50-1002 requires the Council to pass a budget, referred to as an Annual Appropriation Ordinance; and

WHEREAS, Idaho Code §63-802 sets limitations on all taxing district budget requests on the amount of property tax revenues that can be used to fund programs and services; and

WHEREAS, Idaho Code §63-802(1)(a) allows each taxing entity to increase property tax budget amounts by a maximum of three percent (3%), plus an amount calculated based on the value of both new construction and annexation added during the previous calendar year, plus an amount for forgone taxes; and

WHEREAS, Idaho Code §63-802(1)(e) requires that the Council must publish notice of its intent to recover a forgone levy and hold a public hearing; and

WHEREAS, the Council has met the notice and hearing requirements in Idaho Code §63-802(1)(e) to levy from its foregone balance;

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF POST FALLS, IDAHO, AS FOLLOWS:

1. That the City of Post Falls, Idaho, certifies that, in addition to the other increases allowed under Idaho Code, the City is levying one percent (1%) from the City's forgone balance for the specific purpose of funding operations in the amount of one hundred sixty thousand and forty-seven dollars (\$160,047) to be included in the City's 2024-2025 Budget.



2. That the City of Post Falls, Idaho, certifies that, in addition to the other increases allowed under Idaho Code, the City is levying three percent (3%) from the City's forgone balance for the specific purpose of funding a capital project or projects outlined in the City's 2021 Facilities Master Plan for expanding the police station, public works facility, or parks maintenance facility in the amount of four hundred eighty-seven thousand and one dollars (\$487,001) to be included in the City's 2024-2025 Budget.
3. Effective Date. This Resolution, passed by a majority of the Post Falls City Council, is in full force and effect from and after its passage and approval according to law.

PASSED by the City Council on the \_\_\_\_ day of September, 2024, and

APPROVED by the City Council on this \_\_\_\_\_ day of September 2024.

CITY OF POST FALLS

\_\_\_\_\_

Ronald Jacobson, Mayor

ATTEST:

\_\_\_\_\_

Shannon Howard, City Clerk

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

AYES:

NAYES:

ABSENT:

**CITY OF POST FALLS**  
**AGENDA REPORT**  
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS  
**MEETING DATE: 9/3/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Jason Faulkner, Finance Director

**SUBJECT:** Fiscal Year 2025 Budget Ordinance

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**ITEM AND RECOMMENDED ACTION:**

This ordinance will approve the City's fiscal year 2025 budget as approved by the City Council at their annual budget hearing held on August 20, 2024. Staff recommends adopting the ordinance as presented.

**DISCUSSION:**

Following the annual budget hearing on August 20, 2024, the City Council directed staff to prepare the final budget ordinance for fiscal year 2025, including a 3% budget increase and the use of foregone levy authority as outlined in the foregone levy resolution. Staff has prepared the attached budget ordinance as directed by the Council. The City Council has historically been very conservative in increasing budgets and has not added new revenue beyond new construction, annexation, and closed urban renewal areas in 15 years. Over that time, the City has created a foregone balance of \$3.5 million, meaning that taxes could be \$3.5 million higher annually. Due to increasing costs due to inflation and decreased state revenue sharing, the Council determined that it was necessary to budget a 3% budget increase as well as an additional 1% from foregone for operational needs. Additionally, the Council determined that using an additional 3% from its foregone balance will decrease project costs over the long term by avoiding financing costs and increased construction costs due to inflation.

In order to adopt the budget, the City Council must adopt the annual budget ordinance.

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

Budget workshops were held on May 22, July 16, and August 20, 2024. Additionally, a public hearing was held on August 20, 2024.

**APPROVED OR DIRECTION GIVEN:**

Council directed staff to present a budget ordinance adopting the fiscal year 2025 budget as presented at the hearing.

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

The budget ordinance must be adopted to collect and expend revenues in fiscal year 2025

**BUDGET CODE:**

Various

**ATTACHMENTS:**

1. Budget Ordinance FY25

CITY OF POST FALLS  
ORDINANCE NO.

**AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024, APPROPRIATING THE SUM OF \$159,616,812 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF POST FALLS FOR SAID FISCAL YEAR AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATIONS ARE MADE.**

BE IT ORDAINED by the Mayor and City Council of the City of Post Falls, Kootenai County, Idaho.

Section 1. That the sum of \$159,616,812 is, and the same hereby is appropriated to defray the necessary expenses and liabilities of the City of Post Falls, Kootenai County, Idaho for the fiscal year beginning October 1, 2024. Appropriations are made at the fund level with additional detail shown for illustrative purposes only.

Section 2. The objects and purposes for which such appropriations is made, and the amount of each object and purpose is as follows:

| <u>PROPOSED EXPENDITURES/EXPENSES</u> | <u>TOTAL</u> |
|---------------------------------------|--------------|
| GENERAL FUND:                         |              |
| ADMINISTRATION                        |              |
| FINANCE                               |              |
| CITY CLERK                            |              |
| HUMAN RESOURCES                       |              |
| LEGAL SERVICES                        |              |
| COMMUNITY DEVELOPMENT                 |              |
| SAFETY                                |              |
| PUBLIC WORKS                          |              |
| GIS                                   |              |
| PARKS & RECREATION                    |              |
| CAPITAL IMPROVEMENTS/CONTRACTS        |              |
| PERSONNEL                             |              |
| PERSONNEL POOL                        |              |
| ANNEXATION FEE ACCOUNT                |              |
| TOTAL GENERAL FUND EXPENDITURES ..... | \$49,405,611 |
| SPECIAL REVENUE FUNDS:                |              |
| COMPREHENSIVE LIABILITY INSURANCE     |              |
| 911 SUPPORT                           |              |
| DRUG SEIZURE                          |              |

|                                                  |                      |
|--------------------------------------------------|----------------------|
| SPECIAL EVENTS                                   |                      |
| CEMETERY CAPITAL IMPROVEMENT                     |                      |
| TOTAL SPECIAL REVENUE FUND EXPENDITURES .....    | 3,304,340            |
| CAPITAL PROJECTS FUNDS:                          |                      |
| FACILITY RESERVE ACCOUNT                         |                      |
| CAPITAL IMPROVEMENTS                             |                      |
| TOTAL CAPITAL PROJECTS FUND EXPENDITURES.....    | 22,255,000           |
| DEBT SERVICE FUNDS:                              |                      |
| LID DEBT SERVICE                                 |                      |
| TOTAL DEBT SERVICE FUND EXPENDITURES.....        | -                    |
| ENTERPRISE FUNDS:                                |                      |
| SEWER                                            |                      |
| SANITATION                                       |                      |
| WATER                                            |                      |
| TOTAL ENTERPRISE FUND EXPENSES.....              | 84,651,861           |
| <b>TOTAL ALL FUND EXPENDITURES/EXPENSES.....</b> | <b>\$159,616,812</b> |

Section 3. That a general tax levy to yield \$16,752,700 on all taxable property within the City of Post Falls be levied in an amount allowed by law for the general purposes for said City, for the fiscal year beginning October 1, 2024.

Section 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. This ordinance shall take effect and be in full force upon its passage, approval and publication according to law.

PASSED under suspension of the rules upon which a roll call vote was taken and duly enacted an ordinance of the City of Post Falls, Kootenai County, Idaho at a convened meeting of the City of Post Falls City Council held on the 3rd day of September 2024.

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Ronald G. Jacobson, Mayor

ATTEST:

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Shannon Howard, City Clerk

**CITY OF POST FALLS  
AGENDA REPORT  
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS  
MEETING DATE: 9/3/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Shelly Enderud, City Administrator

**SUBJECT:** Alcoholic Beverage Fees

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**ITEM AND RECOMMENDED ACTION:**

A business has filed a complaint about the cost of Alcoholic Beverage Fees for the City of Post Falls. Council members asked that the discussion be brought forward for discussion. At a workshop, materials were presented to Council for consideration. Out of that workshop, additional questions were asked of staff. This memo and presentation will attempt to answer those questions.

**DISCUSSION:**

Businesses desiring to hold an Alcoholic Beverage License in the City of Post Falls city limits, must apply for and receive a State License and County license. Once those are obtained, the applicant may apply for a City license. The City does charge fees based on the type of application being submitted.

These fees were established a number of years ago and are primarily intended to recoup the costs of processing the licenses – including background checks, ensuring all code regulations are met in the application, and following up on any complaints regarding the license, etc.

Below are the questions and responses coming out of the June 18<sup>th</sup> City Council workshop on this topic.

1. In the case of a DUI, do we investigate or keep track of where the driver consumed the alcohol? ***It is part of the investigation to determine where they were consuming alcohol but 75% of the time they refuse to tell us. The 25% percent that do are turned over to the state to investigate over service by the business.***

2. Are we able to see how many times law enforcement has responded to establishments serving drinks? Like - in 2022, law enforcement was called to Margaritaville 16 times for whatever reason.

***Yes, we are able to pull calls to any business or residence in Post Falls.***

3. Similar question, but more regarding citizen complaints. I'm wondering about getting data that would indicate if the public or residents around different businesses call to complain about them.

***This may be a little more difficult, but we can go through all calls associated with the business and see if it is related to a neighbor complaining about an issue.***

4. Is there a state statute reason that we collect license fees annually? In theory, could it be collected every 2yrs or 5yrs?

***The State requires the renewal of an alcohol license annually. The reason behind that is to make sure that nothing has occurred in the last year that would prohibit the business from***

***being able to possess the license any further.***

5. Is it a legal (state statute) requirement that alcohol license fees be identical in value for all locations? ***It appears the State's framework would permit different fees. Legal reviewed and could not find anything prohibiting this, just the maximum amount language. It would be difficult and more costly to administer. We have had the number of seats also suggested in the past as a way to charge this fee.***

6. If not, would it be legal to consider the volume of alcohol sold (or size of the establishment, or some other quantifiable metric) when determining permit fees for individual locations? ***It would be legal to consider some other type of fee basis to charge establishments for their alcoholic beverage licenses. That said, things like volume would be more complicated to charge and use more staff time to obtain information, verify the data and calculate the fee. The downside to size is it is not necessarily an indicator of the volume of beverages sold.***

7. Question/Request from Workshop – Staff was asked to provide some fee comparison data from other Idaho cities.

***Staff reached out to local cities and a few others in Idaho to get their fees. The only city on the list charging a different rate on the four main categories, is Rathdrum. They charge \$2.50 more on the Liquor/Wine and \$50 less on the Wine to Go.***

8. Question from Workshop – Does the City have the ability to attempt to get restitution from offenders for offenses like DUIs?

***There isn't really a great mechanism to recoup enforcement costs related to crimes. The City does seek restitution to the extent that there are damages, such as a DUI driver damaging infrastructure. There are also fines associated with criminal behavior, but those get split in multiple ways to fund the court system etc.***

***State code sections addressing payments in criminal cases and how they are allocated are in IC31-3201A and IC31-3201I. Also, in any individual case, the prosecutor can specifically request the court allocate a designated amount to specific cities as "reimbursement for costs of prosecution". This is done periodically. However, collecting these fees can be extremely difficult as many defendants in criminal matters often end up not paying their fines and court costs – whose debts ultimately end up in collection.***

***[Section 31-3201A – Idaho State Legislature](#) – this is primarily established court fees.***

***[Section 31-3201I – Idaho State Legislature](#) – this allows for restitution.***

Note on fees –

- Also, I wanted to ensure everyone understands that any changes to the fees will only affect the city portion of the total fee paid. For example, Templin's pays a total of \$1,012.50 to the City for three licenses. Their total payment is \$2,437.50. The \$1,425 would remain the same and be paid to the County and State.
- The State ABC has posed a bill to legislation asking for an increase in State alcohol renewal fees to be increased 125% across the board – This would take the liquor by drink fee to \$918.76 (75% would be \$689.07).

#### **SUPPORTING LINKS:**

- IC31-3201A - [Section 31-3201A – Idaho State Legislature](#)
- IC31 -3201I - [Section 31-3201I – Idaho State Legislature](#)
- IC23 – Chapter 9 - [Title 23 Chapter 9](#)
- IC23 – Chapter 10- [Title 23 Chapter 10](#)

- Link to State Code – Title 23, Chapter 1 – Chapter 14: [Title 23](#)

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

June 18, 2024

**APPROVED OR DIRECTION GIVEN:**

City staff recommends continuing the alcoholic beverages fees at their current rate.

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

Currently this line item receives approximately \$40,000 per fiscal year.

**BUDGET CODE:**

001-410.1423.38101

**ATTACHMENTS:**

1. Council Memo Alcoholic Beverage Fees Workshop

**CITY OF POST FALLS**

**AGENDA MEMO**

**Council Workshop**

**MEETING DATE: June 18, 2024**

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**DATE:** June 18, 2024  
**TO:** Mayor And City Council  
**FROM:** Shelly Enderud, City Administrator  
**SUBJECT:** Alcoholic Beverage Fees  
**PRESENTATION:** Yes X No     

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**ITEM INTRODUCTION AND HISTORY:**

A Business has filed a complaint about the cost of Alcoholic Beverage Fees for the City of Post Falls. Council members asked that the discussion be brought forward for discussion. Staff felt a workshop setting was the best venue.

**DISCUSSION:**

Businesses desiring to hold an Alcoholic Beverage License in the City of Post Falls city limits, must apply for and receive a State License and County license. Once those are obtained, the applicant may apply for a City license.

The City does charge fees based on the type of application being submitted. Resolution 23-04 contains the list of fees for the various types of alcoholic beverage fees. The information is also located on the top of the application contained in this packet. Idaho Code Title 23 regulates Alcoholic Beverages. Chapter 9 and 10 are included in this packet along with a link to the full Chapter.

When these fees were last updated, the prior Administration and Council supported a policy of fees support the cost of the provided service. This emphasis was to ensure the services required as little property tax support as necessary, if any at all. During the prior setting exercise earlier this Spring, the 2024 updated Budget Priorities also reflected a desire to support self-supporting fees not subsidized by taxes where possible. Alcoholic Beverage fees are used to support public safety and the issues of the licenses, along with enforcement efforts by the Police Department.

The State does limit City Liquor by Drink fees to 75% of the State Fee. The County is limited to 25% of this fee when the business resides inside an incorporated city. The State does not regulate the Beer and wine fees by 75%.



When an applicant applies for their state license, they are required to submit for a fingerprint card. The State performs a background check. Then the applicant will apply for a County license. Once both of these licenses are issued, the City will review the license and also the County and City databases to ensure nothing was missed in the original background. Once this research is completed and the application is considered responsive, the City will issue a license. Idaho Code 23-910 provides a list of crimes you cannot commit and still be eligible for a license. The City has discovered a few applications that were not truthful.

During the workshop, I will present some examples of fees for the various types of licenses. Also, contained in this packet is a list of 2024 licenses and the amounts paid for the various licenses held by the businesses.

Last, as it is difficult to provide statistics for calls for service that are related to alcohol, staff has not provided any stats for domestic disputes, fights, hit and run collisions, etc. We will provide the stats for the last 10 years for DUIs.

#### **Recommendations:**

City staff recommends continuing the alcoholic beverages fees at their current rate.

#### **FISCAL IMPACT AND FUNDING SOURCE:**

**Budget Code:** 001-410.1423.38101

Currently this line item receives approximately \$40,000 per fiscal year.

#### **SUPPORTING DOCUMENTS:**

- Email from Legal on the original complaint regarding Alcoholic Beverage fees.
- City alcoholic beverage fee license application.
- Resolution #23-04 Excerpt – Business Licenses & Regulation Fees.
- Spreadsheet of the basic alcoholic beverage fees for City, County and State as interpreted by City staff.
- Kootenai County Beverage License Fee sheet sent to City Staff.
- 2024 list of businesses with Alcoholic Beverage Licenses in City of Post Falls.
- State Code – Title 23, Chapter 9 – Retail Sale of Liquor By The Drink.
- State Code – Title 23, Chapter 10 – Beer.
- Link to State Code – Title 23, Chapter 1 – Chapter 14:  
<https://legislature.idaho.gov/statutesrules/idstat/title23/>

**CITY OF POST FALLS  
AGENDA REPORT  
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS  
MEETING DATE: 9/3/2024**

---

**TO:** HONORABLE MAYOR AND CITY COUNCIL  
**FROM:** Craig Borrenpohl, Utility Manager, Alyssa Gersdorf, Environmental Specialist  
**SUBJECT:** Critical Materials Ordinance

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**ITEM AND RECOMMENDED ACTION:**

Review and sign the Critical Materials Ordinance allowing for protection of the Rathdrum Prairie Aquifer

**DISCUSSION:**

The attached Critical Materials Ordinance was presented to Council on August 20, 2024 and approved for retiring to Council for adoption. The intention of the Ordinance is to continue protection of the Rathdrum Prairie Aquifer from the risk of contamination via critical materials. The Rathdrum Prairie Aquifer is the sole source of water for the City of Post Falls which is used for drinking, irrigation, commercial and industrial purposes. A memorandum of understanding with the Panhandle Health District allows for assignment of administrative responsibilities covering implantation of the Ordinance.

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

August 20, 2024 - City Council heard the proposal for an ordinance to continue protection of the Rathdrum Prairie Aquifer via a Critical Materials Ordinance to be administered by the Panhandle Health District via a Memorandum of Understanding

**APPROVED OR DIRECTION GIVEN:**

Approved

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

NA

**BUDGET CODE:**

NA

**ATTACHMENTS:**

1. Final Critical Materials Ordinance

**ORDINANCE NO. [Category]**

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO RELATING TO REGULATION OF CRITICAL MATERIALS AT FIXED FACILITIES; PROVIDING FOR PROTECTION OF THE RATHDRUM PRAIRIE AQUIFER FROM POTENTIAL SOURCES OF CONTAMINATION FROM MATERIALS HANDLING AND STORAGE AT FACILITIES LOCATED OVER OR ADJACENT TO THE AQUIFER; PROVIDING FOR PROPER USE OF SECONDARY CONTAINMENT SYSTEMS AT FIXED FACILITIES THAT USE, STORE, MANUFACTURE OR HANDLE CRITICAL MATERIALS; PROVIDING REQUIREMENTS SPECIFIED IN TITLE III OF THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986; PROVIDING ASSOCIATED DEFINITIONS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

**WHEREAS**, The Rathdrum Prairie Aquifer is part of the greater Spokane Valley-Rathdrum Prairie Aquifer which was designated as a sole source aquifer by the U.S. Environmental Protection Agency on Feb 9, 1978; and

**WHEREAS**, this designation recognizes that the Spokane Valley-Rathdrum Prairie Aquifer is the sole source of drinking water for over 600,000 people in Kootenai County, Idaho and Spokane County, Washington; and

**WHEREAS**, the Idaho Department of Environmental Quality (DEQ) has also designated the Rathdrum Prairie Aquifer as a sensitive resource aquifer; and

**WHEREAS**, Panhandle Health District No. 1 (PHD) had adopted administrative rules in accordance with the Idaho Administrative Procedure Act (IDAPA), Title 67, Chapter 52, Idaho Code, for the protection of water quality in the Rathdrum Prairie Aquifer, including rules regulating secondary containment; and

**WHEREAS**, based on the designation of the Rathdrum Prairie Aquifer as a sensitive resource aquifer by DEQ, Kootenai County has established an aquifer protection district pursuant

to Title 39, Chapter 5, Idaho Code, which provides for funding for various aquifer protection and educational activities, including funding for PHD to apply and enforce its aquifer protection rules; and

**WHEREAS**, the City of Post Falls and PHD have a mutual interest in ensuring the continuing protections of the health and safety of its residents and desires to enact an ordinance to maintain requirements for Critical Materials at Facilities over the Rathdrum Prairie Aquifer; and

**WHEREAS**, the Mayor and City Council hereby find that regulatory circumstances constitute a threat to the public health, safety, or welfare and necessitate action to adopt and affirm Critical Material rules and PHD's authority to apply those rules, and to establish required protections of the Rathdrum Prairie Aquifer within the City of Post Falls, to continue to protect water quality in the Rathdrum Prairie Aquifer; and

**WHEREAS**, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the City of Post Falls that the following be adopted.

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

**SECTION 1.** That a new Post Falls Municipal Code Title 8, Chapter 42 entitled Rathdrum Prairie Aquifer Ordinance is adopted as follows:

## **CHAPTER 8.42 RATHDRUM PRAIRIE AQUIFER ORDINANCE**

### **8.42.010: AUTHORITY:**

This chapter is enacted pursuant to the powers vested in the city by virtue of Article XII, § 2 Constitution of the State of Idaho, and by sections 39-102 and 50-302, Idaho Code.

### **8.42.020: PURPOSE:**

The purpose and intent of this chapter is to aid in the protection of the Rathdrum Prairie Aquifer from potential sources of contamination from materials handling and storage at facilities located

over or adjacent to the *Aquifer*. This chapter strives to achieve such protections through proper use of secondary containment systems at *Fixed Facilities* that use, store, manufacture, or handle *Critical Materials*. This chapter aligns with the requirements specified in Title III of the Superfund Amendments and Reauthorization Act of 1987 (SARA III).

#### **8.42.030: DEFINITIONS:**

For purposes of this chapter, the following terms have the following meanings unless the context clearly indicates a different meaning.

**AQUIFER:** The Rathdrum Prairie Aquifer.

**BEST MANAGEMENT PRACTICES MANUAL FOR CONTAINING CRITICAL MATERIALS DURING STORAGE & HANDLING (BMP MANUAL):** The manual maintained by Panhandle Health District 1 and its partners which provides guidance on establishing proper methods for the storage and handling of *Critical Materials* that have the potential to contaminate the Rathdrum Prairie Aquifer.

**CRITICAL MATERIAL:** Any liquid, semi-liquid, flowable, or water-soluble solid that is listed in SARA III List of Lists published by the Office of Solid Waste and Emergency Response, U.S. Environmental Protection Agency, Washington, D.C. or is required by the U.S. Occupational Safety and Health Administration to have a safety data sheet, or any amendment thereto or superseding Act.

**CRITICAL MATERIALS COMPLIANCE CERTIFICATE (CMCC):** A certificate indicating compliance with the reporting and secondary containment requirements of this chapter.

**CRITICAL MATERIALS USE ACTIVITY:** Any undertaking that involves the use, storage, manufacture, or handling of *Critical Materials* at a *Facility* set forth in this chapter or incorporated into this chapter by reference.

**DIRECTOR:** The *Director* of the City of Post Falls Public Works or their designee.

**FACILITY:** Any established land use, building, dwelling, structure or site upon which or wherein a *Critical Materials Use Activity* is conducted.

- **Fixed Facility:** Any *Facility* above the secondary containment quantity set forth in this Chapter.
- **Unfixed Facility:** Any *Facility* below the secondary containment quantity set forth in this Chapter.

**OWNER OR OPERATOR:** An individual or entity that has legal or effective control over a *Facility* subject to this chapter.

**RATHDRUM PRAIRIE AQUIFER:** The underground water source identified and designated under the authority of 42 U.S.C. § 300j-1(e) (Section 1442(e) of the Safe Drinking Water Act, PL 93-523).

**SECONDARY CONTAINMENT QUANTITY:** The quantity of a *Critical Material* that requires compliance with this chapter. For those *Critical Materials* specifically listed in the SARA III List of Lists (or as otherwise noted) the following quantities of qualifying substances are subject to this Chapter:

- SARA Section 302 Extremely Hazardous Substances - ten (10) pounds in the aggregate, exclusive of solvent or other medium or, one hundred (100) pounds in the aggregate, inclusive of solvent or other medium.
- CERCLA Hazardous Substances (listed in 40 CFR 302, Table 302.4) - one hundred (100) pounds in the aggregate, exclusive of solvent or other medium or, one thousand (1000) pounds in the aggregate, inclusive of solvent or other medium.
- SARA Section 313 Toxic Chemicals - one hundred (100) pounds in the aggregate, exclusive of solvent or other medium or, one thousand (1000) pounds in the aggregate, inclusive of solvent or other medium.
- SARA Section 311 and 312 Chemicals (Not listed in the List of Lists) for which OSHA MSDS must be developed pursuant to OSHA Hazard Communication Standards - five thousand (5000) pounds in the aggregate, inclusive of solvent or other medium.

**8.42.040: APPLICABILITY:**

- A. This chapter applies to any person, firm, corporation, or government agency owning, operating, or proposing to locate, establish, or operate a *Facility* over the *Aquifer* or within a recognized *Aquifer* recharge area within the city. Any *Facility* so located must comply with the requirements of this chapter prior to initiation of operations or engaging in any *Critical Materials Use Activity*. Every *Owner* or *Operator* of a *Fixed Facility* needs to show compliance with this chapter by obtaining a *Critical Materials Compliance Certificate* (“*CMCC*”) for current operations.
- B. An application is required to establish a new use that could qualify as a *Facility*, including remodeling, operating changes, change in ownership, or expansion of an existing *Facility*, which would modify the type or quantity of *Critical Materials* handled or stored.
- C. Any *CMCC* granted is specific to that action and the application filed. Subsequent actions will require separate plan reviews and approvals to obtain a *CMCC*.
- D. All businesses over the *Aquifer* are subject to inspection in order to determine if they are governed by this chapter.

**8.42.050: COMMERCIAL/INDUSTRIAL APPLICATION:**

Each commercial and/or industrial undertaking which involves a *Critical Materials Use Activity*

must obtain a *CMCC* by submission of an application to the *Director* for review. Such application must require:

- A. Sufficient information to allow for the determination of the type, quantity, and physical state of all *Critical Materials* that are used, stored, manufactured, or handled at the *Facility* location. The *Director* may require that the applicant provide a complete list of *Critical Materials* present at the *Facility*.
- B. Building plans and site development drawings showing compliance with the secondary containment requirements established by this chapter. Such plans must provide confirmation that the secondary containment methods are compatible with the materials to be contained and that *Critical Materials* at the *Facility* are isolated from storm water or other surface waters on the site. The *Director* may require that any such plans be certified by a licensed engineer. The building and/or site plans must show the location of *Critical Materials* in buildings and other designated site areas.
- C. Proof of contact and resultant acknowledgment from other agencies which have codes, standards, and/or rules which must be met by the applicant with respect to handling of *Critical Materials*.
- D. An opportunity for the *Director* to perform an inspection to evaluate chemical handling and storage at the *Facility*.
- E. The *Director* will evaluate the application in consideration with the *BMP Manual* to determine status of *Facility* for applicability of this chapter. A *CMCC* will be issued to *Fixed Facilities* when it is determined that the application is complete and meets the requirements of both this chapter and the *BMP Manual*, and an inspection, if required, demonstrates compliance with secondary containment criteria previously approved through the plan review.
- F. If the *CMCC* is denied, the *Director* must issue a written statement to the applicant, stating in what way the application is incomplete or does not meet the requirements of this chapter.
- G. The applicant may appeal the denial of a *CMCC* application in accordance with PPMC 8.42.090.

#### **8.42.060: PERFORMANCE STANDARDS:**

Each *Fixed Facility* must conform to the following performance standards:

- A. Construct and maintain a secondary containment system for all *Critical Materials*. Said secondary containment system must be designed to prevent infiltration of any *Critical Materials* into the ground in the event that they are released from their original storage containers.
- B. The secondary containment system and methods must be non-reactive and resistant to the materials to be contained and isolate the *Critical Materials* at the *Fixed Facility* from storm

water, other surface waters on the site, and from reactive *Critical Materials* present in the same *Fixed Facility*.

- C. Secondary containment systems must be sized to hold at least one-hundred and ten percent (110%) of the volume of the largest container, or ten percent (10%) of the aggregate volume of all containers, whichever is greater, in any containment area within a *Fixed Facility*.
- D. The *Owner* or *Operator* of any *Fixed Facility* must report the presence of any *Critical Materials Use Activities* to the *Director* and all responsible local, state, and federal agencies as required by statutes, rules, regulations and the provisions of this chapter.
- E. Any spilling, leaking, emitting, discharging, escaping, or leaching of any *Critical Materials* into the secondary containment system or the environment must be reported to the *Director* immediately upon discovery of the release.
- F. Should there be a conflict between the provisions of this chapter, and local, state, and federal rules regarding *Critical Materials Use Activities*, the provision that provides the greatest degree of protection to the *Aquifer* will prevail, except where legal preemption of regulatory authority by state or federal agencies may require application of a different standard of protection.
- G. Each *Fixed Facility* is subject to regular inspection at intervals set by the *Director* to verify continued compliance with this chapter.

#### **8.42.070 REVOCATION OF CERTIFICATE:**

The *Director*, for good cause, may revoke any *CMCC* granted, by providing written notice to the permit holder or agent. Any person, association, or corporation who continues to conduct *Critical Materials Use Activities* for more than ten (10) days after the notice of revocation has been mailed will be in violation of this chapter and subject to the penalties provided herein. The revocation of a *CMCC* may be appealed in accordance with PFMC 8.42.090.

#### **8.42.080 EXCEPTIONS:**

- A. An exception to the performance standards in this chapter may be granted only upon an affirmative showing by an applicant that a unique and undue hardship is caused by a physical characteristic of a site that is not of the applicant's making and that approval of the exception would not be contrary to the public interest or to the purposes of this chapter.
- B. An applicant for an exception must provide the following:
  - 1. An accurate site plan showing development of the site in question, present and proposed, depicting all features relevant to the exception request. The *Director* will identify information necessary to proper processing of the request if information other than that normally required needs to be supplied. The applicant must describe the current and proposed use of the site in question.



2. A narrative statement addressing the efforts, including consideration of design alternatives, which the applicant has undertaken to comply with the rule from which an exception is sought.
  3. A narrative statement explaining the nature of the hardship, if any, imposed by literal compliance with the rule in question.
  4. A narrative statement explaining the effects of the requested exception on the interests of adjoining landowners and/or of the public at large.
  5. A narrative statement detailing what use could be made of the site in question if the requested exception were not granted.
- C. The application for an exception must be submitted to the *Director*. If the *Director* determines that the application does not set forth a colorable claim for an exception, they will return the application to the applicant with a written explanation of the decision. This decision may be appealed in accordance with PPMC 8.42.090.
- D. If the *Director* determines that the application presents a colorable claim for an exception, they will notify the applicant that a hearing will be held on the request.
- E. The applicant must provide the names and mailing addresses, on self-adhesive labels, of all owners of land located within three hundred (300) feet of the external boundaries of the site in question. Said names will be provided or checked by a land title company or other business whose commercial purpose it is to provide such information. The applicant is solely responsible for the accuracy of such information.
- F. Using the mailing list provided by the applicant, notice of hearing will be sent by first class mail and posted on the site in question in a conspicuous manner. The *Director* will maintain records verifying completion of the notification process. Mailing and posting will be accomplished at least fifteen (15) days prior to the date of the hearing established by the *Director*. The cost of mailing and posting will be borne by the applicant.
- G. On the appointed date, a hearing officer will conduct a hearing concerning the exception request. The applicant, city staff, Panhandle Health District 1 staff, interested members of the public, and public agency representatives will be allowed to participate in such hearing. The hearing officer may establish time limits or other rules of procedure to expedite hearing of the request. The hearing officer must establish a record of the hearing and see that a tape recording is made of the proceedings. Exhibits must be identified in the record in order that they may be associated with the taped record of the hearing.
- H. Upon completion of the hearing and compilation of the record in each application, the hearing officer will prepare a recommended decision which is transmitted to the *Director* for final action. The hearing officer may recommend that the application be approved, be approved with conditions, or that the application be disapproved. The recommendation

must set forth the facts determined to be relevant to the decision, the legal principles applicable to the recommended ruling, and the conclusions drawn from the facts.

- I. The *Director* will consider the record and the hearing officer's recommendation and decide the request for an exception without further hearing. The *Director* may accept the recommendation of the hearing officer, reverse the recommendation, or modify the recommended decision. If the *Director* modifies or reverses the hearing officer's recommendation, he/she must set forth his/her reasons for doing so in writing. The *Director* may also elect to remand the request to the hearing officer for clarification or for further proceedings. Confirmation of the hearing officer's recommendation may be satisfied by the *Director* adopting the hearing officer's decision as his/her own.
- J. No appeal may be taken from the *Director's* decision. The *Director's* decision will be deemed final for purposes of judicial review.

#### **8.42.090 APPEALS:**

- A. An appeal must be made on the form provided by the *Director* and must be filed within fifteen (15) days following the date of the decision appealed.
- B. The appeal must state specifically the objections to the decision, identify an abuse of discretion, and/or describe how the decision is not supported by the evidence. The appeal must be accompanied by such evidence as may be required to facilitate review, and by the fee as referenced in the fee schedule.
- C. A hearing may be requested by the applicant. If no hearing is requested, the decision will be made by the duly appointed hearing officer based on the record, the information in the notice of appeal, and any other written information provided to the *Director* prior to the decision.
- D. If the applicant requests a hearing, the hearing officer will designate a time and place for the hearing, and must provide written notice to the applicant, the *Director*, Panhandle Health District 1, and any person affected by the decision.
- E. The hearing officer will conduct the hearing on the appointed date and time for the hearing. The applicant, city staff, Panhandle Health District 1 staff, interested members of the public, and public agency representatives will be allowed to participate in such hearing. The hearing officer may establish time limits or other rules of procedure to expedite hearing of the request. The hearing officer will see that a recording is made of the proceedings. Exhibits must be identified in the record.
- F. Upon completion of the hearing and compilation of the record, the hearing officer must prepare a written decision which will be transmitted to the applicant, the *Director*, Panhandle Health District 1, and any other person requesting notice of the decision. The recommendation must set forth facts found relevant to the decision, legal principles applicable to the recommended decision and conclusions drawn from the hearing process.

- G. No appeal may be taken from the hearing officer's decision. The hearing officer's decision will be deemed final for purposes of judicial review.

#### **8.42.100 VIOLATIONS:**

A. Any *Owner* or *Operator* of a *Fixed Facility* is deemed to have violated this chapter if:

1. A *Fixed Facility* is operated or if *Critical Materials Use Facilities* are conducted on any site without first obtaining a *CMCC* or if changes are made to *Critical Materials Use Facilities* at a *Fixed Facility* without resubmitting an application for the *Fixed Facility* as required by PPMC 8.42.00.
2. An *Owner* or *Operator* of a *Fixed Facility* knowingly submits false or incomplete statements in an application or in reports to the *Director* or other responsible agencies or officials concerning the nature or quantity of *Critical Materials* present at a *Facility* governed by this chapter.
3. An *Owner* or *Operator* fails to implement or maintain secondary containment of *Critical Materials* at a *Fixed Facility* as necessitated by this chapter.
4. An *Owner* or *Operator* fails to comply with time and reporting standards for any *Critical Materials Use Activities* or fails to report any discharge of *Critical Materials* into the secondary containment system required by this chapter.

B. Any person, association, or corporation, or the officers thereof, who violates any of the provisions of this chapter is deemed guilty of a misdemeanor, and upon conviction thereof will be punished as provided by PPMC 1.24.010.

C. In addition to fine and imprisonment, any person, association, or corporation, or the officers thereof found to be in violation of this chapter is liable, by civil action or restitution, for any expense incurred by the city or any other governmental agency in enforcing this chapter, or in removing or terminating any nuisance or health hazard.

D. Any person, association, or corporation, or the officers thereof is additionally subject to civil court action, including an injunction or restraining order, and to such penalties, costs, or fees as may be necessary to compel compliance.

E. Each successive day in violation will be considered a separate offense and be subject to individual penalties for each separate offense.

**SECTION 2.** The City of Post Falls and Panhandle Health District have the power to implement the provisions of this article which includes those duties described in the Memorandum of Understanding between the entities any powers necessarily implied from those provisions.

**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 4.** Neither the adoption of this ordinance nor the repeal of any ordinance will, 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 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 will 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, will 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 August 20, 2024.*

APPROVED, ADOPTED and SIGNED this            day of September, 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 RELATING TO REGULATION OF CRITICAL MATERIALS AT FIXED FACILITIES; PROVIDING FOR PROTECTION OF THE RATHDRUM PRAIRIE AQUIFER FROM POTENTIAL SOURCES OF CONTAMINATION FROM MATERIALS HANDLING AND STORAGE AT FACILITIES LOCATED OVER OR ADJACENT TO THE AQUIFER; PROVIDING FOR PROPER USE OF SECONDARY CONTAINMENT SYSTEMS AT FIXED FACILITIES THAT USE, STORE, MANUFACTURE OR HANDLE CRITICAL MATERIALS; PROVIDING REQUIREMENTS SPECIFIED IN TITLE III OF THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986; PROVIDING ASSOCIATED DEFINITIONS; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which adopts rules and regulations for the protection of the Rathdrum Prairie Aquifer; 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 September, 2024.

\_\_\_\_\_  
/s/

Shannon Howard, City Clerk

### STATEMENT OF LEGAL ADVISOR

I, Field Herrington, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which adopts rules and regulations for the protection of the Rathdrum Prairie Aquifer, 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 September, 2024.

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Field Herrington, City Attorney

**CITY OF POST FALLS  
AGENDA REPORT  
NEW BUSINESS  
MEETING DATE: 9/3/2024**

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**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** Robert Seale, Community Development Director

**SUBJECT:** Deferred Impact Fees for Attainable and Affordable Housing

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**ITEM AND RECOMMENDED ACTION:**

Staff is requesting City Council approval of the proposed changes to Title 19 of the City Code to defer collection of impact fees for attainable and affordable housing until time of Certificate of Occupancy.

**DISCUSSION:**

Community Development staff continues to seek new ways to encourage attainable and affordable housing throughout the city. In recent conversations with developers, specifically those working on attainable or affordable housing, it was determined that deferring the collection of impact fees until the end of the project could help bring more of these housing options to the market.

Per State Statute, "A development impact fee ordinance shall specify the point in the development process at which the development impact fee shall be collected." Currently, the City's impact fee ordinance states, "Development impact fee shall be paid and collected at the time of issuance of a building permit, a site Development permit, or a manufactured/mobile home installation or placement permit..." Staff is requesting to add definitions for attainable housing as well as an exception stating, "The impact fee for *Attainable Housing Projects* must be paid and collected prior to the issuance of a certificate of occupancy for the structure."

The proposed change to title 19 of the City's code will not affect the amount of impact fees collected, just the timing of collection. Community Development currently collects impact fees for city roads, multimodal, police and parks, and on behalf of KCFR/EMS. Staff contacted KCFR and EMS to inform them of the proposed language, neither agency had any concerns related to the timing of the collection.

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

The idea of deferred impact fees was discussed as a side item at previous council workshops.

**APPROVED OR DIRECTION GIVEN:**

Promote affordable and attainable housing. No specific direction previously provided.

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

No affect. Fees collected at later date.

**BUDGET CODE:**

N/A

**ATTACHMENTS:**

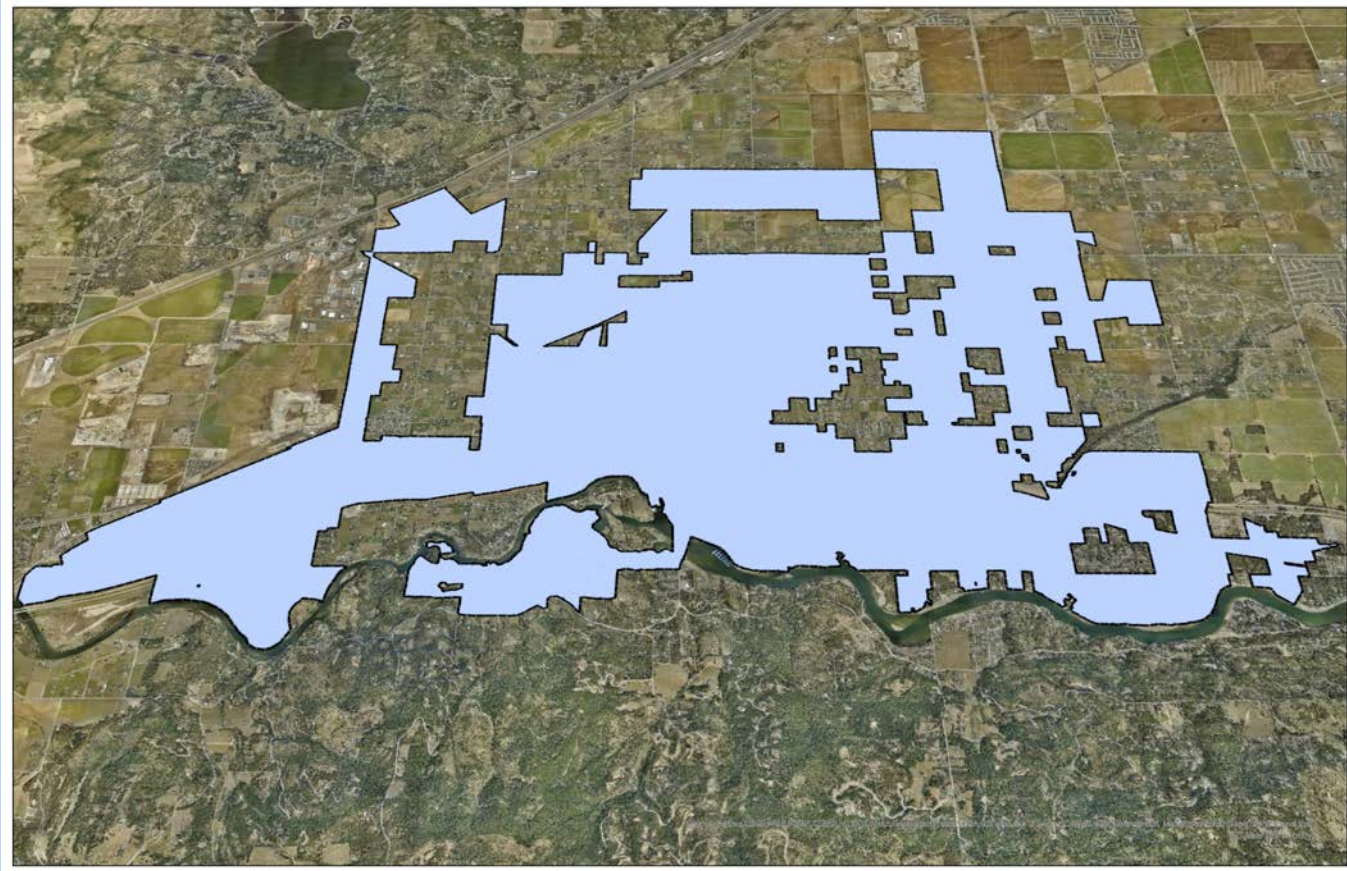
1. 2024.08.26 Attainable Housing Impact Fee Deferral Ord





# Deferred Impact Fees for Attainable Housing

Bob Seale,  
Community Development Director  
September 3, 2024



- Per State Statutes, Title 67 Chapter 82: Development Impact Fees

(3) A development impact fee ordinance shall specify the point in the development process at which the development impact fee shall be collected. The development impact fee may be collected no earlier than the commencement of construction of the development, or the issuance of a building permit or a manufactured home installation permit, or as may be agreed by the developer and the governmental entity.

- *Attainable Housing* means homes that meet the following criteria:
  - For Ownership: Homes restricted to be affordable to persons making 120%, or less, of the area median income for Kootenai County.
  - For Rental: Projects where at least 25% of the units are restricted to be affordable to persons making 80%, or less, of the area median income for Kootenai County.
- F. The impact fee for *Attainable Housing Projects* must be paid and collected prior to the issuance of a certificate of occupancy for the structure.

# Questions?

**ORDINANCE NO.** [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING THAT DEVELOPMENT IMPACT FEES FOR ATTAINABLE HOUSING PROJECTS MAY BE PAID PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW

**WHEREAS**, the Mayor and City Council find that [INSERT]; and

**WHEREAS**, *after public hearing on the hereinafter provided, and after recommendation of the [DEPT.]*, 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 19.04.010 is amended as follows:

**19.04.020. - Definitions.**

Unless otherwise defined in this section, words and terms used in this chapter have the meanings defined in Idaho Code title 67, chapter 82.

*Attainable Housing* means homes that meet the following criteria:

For Ownership: Homes restricted to be affordable to persons making 120%, or less, of the area median income for Kootenai County.

For Rental: Projects where at least 25% of the units are restricted to be affordable to persons making 80%, or less, of the area median income for Kootenai County.

*Director* means the Post Falls Community Development Director or their designee.

**SECTION 2.** That Post Falls Municipal Code Section 19.04.040 is amended as follows:

**19.04.040. - Collection of impact fee.**

A. Except as provided in subsection F. of this section for *Attainable Housing*, ~~t~~The Development impact fee shall be paid and collected at the time of issuance of a building permit, a site Development permit, or a manufactured/mobile home installation or placement permit, or at such time as there is a change of use to a different use which requires a larger impact fee (under such circumstance, the difference in the impact fees will be collected). The Development impact fee will be based on the fee resolution in effect at the time a complete building permit application, or other relevant permit application, is submitted.

B. No building permit, certificate of occupancy, or other ~~equivalent~~ City approval ~~shall~~ will be issued for "Development" as herein defined ~~unless~~ until the impact fee is paid pursuant to this chapter.

C. A manufactured/mobile home unit may not initially locate on a manufactured/mobile home site unless the impact fee has been paid pursuant to this chapter or has been paid on a previous manufactured/mobile home unit on the same site.

D. When it is determined pursuant to the procedures set forth in this chapter that a Project will have extraordinary impacts, an additional impact fee shall be paid, or bonded for, prior to commencement of construction or Development.

E. In the event payment of a Development impact fee is dishonored, the City shall have all lawful remedies including, but not limited to, the withholding of utility services, the imposition of liens pursuant to Idaho Code title 45, chapter 5, the withholding of other City approvals required for the Development of other properties owned by the fee payer, and the issuance of "stop work" orders, and the revocation or suspension of the building or Development permit.

F. The impact fee for *Attainable Housing Projects* must be paid and collected prior to the issuance of a certificate of occupancy for the structure.

**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 4.** 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 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 August \_\_\_\_ 2024.*



APPROVED, ADOPTED and SIGNED this                      day of August, 2024.

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

ATTEST:

\_\_\_\_\_  
Shannon Howard, City Clerk

DRAFT

**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 THAT DEVELOPMENT IMPACT FEES FOR ATTAINABLE HOUSING PROJECTS MAY BE PAID PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY; 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 [Comments]; 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 August, 2024.

/s/

Shannon Howard, City Clerk

### STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which [Comments], 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 August, 2024.

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Field K. Herrington, City Attorney

# 2024 Streets Department Report

Ross Junkin/Maintenance Manager  
Public Works  
9/3/2024



# 2024 Chip Seal Contract

| Year | Miles      | % of City Chip Sealed |
|------|------------|-----------------------|
| 2024 | 5.31 miles | 2.7 %                 |



## 2024 In-House Paving

| Year | Amount     | % of City Paved |
|------|------------|-----------------|
| 2024 | 1.25 miles | 0.6%            |

- Consists of grinding 2” of asphalt (contracted out)
- Followed by overlay paving by in-house crews

## 2024 Street Paint Striping (in-house)

| Year | Amount        | % of City striped to date |
|------|---------------|---------------------------|
| 2024 | 2,000 gallons | 25 %                      |

- Paint stenciling is complete
- New paint truck expected to arrive by end of August '24
  - Long line striping will start once training on the new truck is complete (temperatures needed)

## 2024 Street Sweeping

- City streets are swept approximately once/month:
  - May – Sept.

| Year | Miles<br>(center lane miles) | # of times entire<br>City is swept |
|------|------------------------------|------------------------------------|
| 2024 | ~1,000 miles                 | 5x (monthly)                       |



## Staff training

| Year    |              | Street Staff             |
|---------|--------------|--------------------------|
| To date | Road Scholar | <b>10 of 18 achieved</b> |
| To date | Road Master  | <b>10 of 18 achieved</b> |

## Notable Increases to Street Network

| Item              | Total Amount | Added in 2024 |
|-------------------|--------------|---------------|
| RRFBs             | 83 total     | 30            |
| Center lane miles | 205 miles    | 5 miles       |
| RoundABOUTs       | 14           | 4             |
| Signs             | 7,733        | tbd           |
| Sidewalks         | 1,419,798 ft | tbd           |

# Adjustments made for increases to street network

| Item                  | Amount Added | Notes                              |
|-----------------------|--------------|------------------------------------|
| Gated plows (8 total) | 4            | Expected delivery: Fall '24        |
| Added Ice Breaker     | 1            | Delivered Spring '24               |
| Sanders (5 total)     | 2            | Replaced (2) non-functioning units |
|                       |              |                                    |
|                       |              |                                    |

# Questions?