



**CITY COUNCIL
MEETING AGENDA**

**September 5, 2023
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. Tiny Homes

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

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 15, 2023, City Council Meeting
- b. Minutes - August 17th, 2023 City Council Meeting
- c. Payables August 8, 2023 - August 28, 2023
- d. Cemetery Fence Construction

- e. Purchase of Ice Slicer by the Streets Department
- f. Haycrop Commercial Park Subdivision Master Development Agreement File No. SUBD-23-2
- g. Millsap Landings Subdivision Master Development Agreement File No. SUB-22-16
- h. Request to Dispose of Damaged or Worn Asset Items by the Parks and Recreation Division
- i. Request to Dispose of Electronic Gate System by the Street Division
- j. June Cash and Investments
- k. Quailview Townhomes Master Development Agreement File No. SUBD 22-15
- l. Agreement to Provide 911 and Dispatch Services to the City of Rathdrum
- m. Mutual aid agreement between the Rathdrum Police Department and the Post Falls Police Department
- n. Right-of-Way Dedication for McReynolds Drive
- o. Deputy City Administrator Employment Contract
- p. Legal Services Director Employment Contract

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. FY 2024 Property Tax Reserve to Foregone

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 - Fiscal Year 2024 Fee Resolution
- b. Resolution - FY 2024 Reserve Foregone Property Taxes
- c. Resolution - Parkway Fire Disaster Declaration
- d. Ordinance - Fiscal Year 2024 Budget
- e. Ordinance- Creating Position of Deputy City Administrator
- f. Fisher Lift Station Purchase and Sale Agreement
- g. Headworks Influent Forcemain Feasibility Analysis – Additional Services Agreement with J-U-B Engineers

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:

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION: ACTION ITEM

- a. **ACTION ITEM:** Appointment and Oath of Office for Deputy City Administrator
- b. **ACTION ITEM:** Appointment and Oath of Office for Legal Services Director - City Attorney

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. Development Progress
- b. Completion of the WRF Outfall Replacement - Project Summary

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:

RETURN TO REGULAR SESSION

ADJOURNMENT

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Mayor Ronald G. Jacobson

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

Mission

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

Vision

Post Falls, Idaho is a vibrant city with a balance of community and economic vitality that is distinguished by its engaged citizens, diverse businesses, progressive leaders, responsible management of fiscal and environmental resources, superior service, and a full range of opportunities for education and healthy lifestyles.

"Where opportunities flow and community is a way of life"



**CITY COUNCIL
MEETING MINUTES**

**August 15, 2023
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

ROLL CALL OF COUNCIL MEMBERS

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

- a. FY2024 Budget

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

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

- a. The Government Finance Officers Association has awarded the Distinguished Budget Presentation Award to the City of Post Falls for its 2023 budget. The Finance Department has received this award for 9 consecutive years! Congratulations to Jason, Randi, and team.
- b. Post Falls City Hall and city business offices will be closed Monday, September 4th in observance of Labor Day. Police, Fire and Rescue services for life-threatening or in-progress emergencies may be reached by calling 911. The Police Department will be open for walk-in emergencies. For Water Department emergencies, call 208-773-3517.
- c. The mayor read a letter: On the afternoon of August 4th, I received a call from our City Administrator stating there was a 2.5 acre fire in our Community Forest. The fire started spreading at an incredible speed, jumping over trees and quickly grew to multiple acres. I was watching from the Slab Inn parking lot and exchanging calls with Shelly as four helicopters came in to drop water in what almost seemed like a futile effort. At one point, we thought we might lose the entire Community Forest to the fire. A few minutes later, the Idaho Department of Lands determined that the helicopters were not enough, and called in the planes to begin an aerial attack on the fire. In the space of a few minutes, multiple planes descended on the scene and started dropping water and retardant. It was an amazing sight to see. I have been told that there

was anywhere from 11 to 14 aircraft that were brought in to fight this fire in what is being called a "pivotal role" in giving firefighters the time and physical space they needed to contain this fire and save structures and lives. Watching the event unfold left me more than a little speechless and humble beyond words. One of the comments made to Shelly by an officer was that you would not see this type of response in most other places in the country. The whole incident, while tragic to see the loss of a portion of our beautiful forest, allowed our community to shine. We live in a community that, time and time again, demonstrates its kindness and generosity and we saw that play out over the weekend and continues to play out as the fire clean up starts and they ensure none of the hot spots flare and create another situation in the community forest. The City of Post Falls and its employees, businesses, residents, surrounding community and all the supporting agencies is truly an amazing place and it is no wonder that we have so many people who desire to live in our area. There is no place like it. Also, I wanted to mention a Police Officer who has a side job as a wildland firefighter. His name is Officer Lane Boyle. He was working as a wildland forefighter when the fire broke out and went into the forest with the crew to attack the line. The next day had a shift with the PFPD and worked the fire doing security with the rest of the PD. Awesome person and police officer. I am proud to have folks like this working for the City. They are the reasons we do what we do. People like this and incidents like this outweigh the negativity and unkind comments that are so prevalent in today's world. Last, I would ask for patience from the community as we assess the Community Forest and determine the best strategy for cleaning up the site and making it available to the citizens once again. I am being told that the whole forest will need to be closed for approximately one month and the burnt areas will need to remain closed for the winter and into the spring as staff determine what trees need to be removed and what trail areas will require improvements, along with putting up new trail markers. The safety of the forest and our citizens is our main priority. Thank you.

AMENDMENTS TO THE AGENDA

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None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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ACTION ITEMS:

- a. Minutes – August 1, 2023, City Council Meeting
- b. Payables July 25, 2023 - August 7, 2023

- c. Cemetery Temporary Construction Easement
- d. Engagement Letter with Idaho Employment Lawyers for Review and Revision of the City's Personnel Policies
- e. Prairie & Fennecus Impact Fee Reimbursement Agreement
- f. Prairie Crossing Regional Shopping Center and Prairie/Zorros Street Roundabout Construction Improvement Agreement

Mayor: On the Idaho Employment Lawyers, is there any cap on the cost of this item?

Warren Wilson, City Attorney: We do not have a cap on this because we do not know how long it will take. The rates they are charging are very reasonable.

Mayor: Please keep an eye on the costs and if it gets too much please bring it back to Council.

Motion by Malloy to accept the Consent Calender as presented.

Second by Borders.

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

Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Fiscal year 2024 Fee Resolution

Public Hearing opened at 6:09 pm.

Staff Report

Jason Faulkner, Finance Director:

Water Rates - 3.0% increase

Wastewater Rates - 2.5% increase

Reclaimed Water Capitalization Fees - 12.71% increase

Water Capitalization Fees - 3.79% decrease

Impact Fees - 3.0% increase (ENR index April to April)

Sanitation Fees - 6.5% increase

Shut Off Fee - \$50.00

Hang-Tag Fee - \$35.00

Parks and Recreation - various

Fee comparison from year to year

	<u>FY 2023</u>	<u>FY 2024</u>	<u>Variance</u>
Sanitation	\$12.36	\$ 13.17	\$0.81
Water Connection	12.44	12.82	0.38
Water Use (5,000 gal.)	6.85	7.10	0.25
Wastewater	<u>66.79</u>	<u>68.46</u>	<u>1.37</u>
Total	98.44	101.55	3.11

If this is approved, staff will come back at the September 5th City Council meeting with an resolution.

Testimony

In Favor: None

Neutral: None

In Opposition: None

Public Hearing closed at 6:13 pm.

Discussion

Malloy: We are keeping it below the rate of inflation. It is frustrating that costs keep going up and up. My grocery bill is now bigger than my mortgage bill.

Ziegler: On the diesel costs, I don't think we will see it get below \$3 ever again.

Faulkner: The contract is not up for some time. When it is, that is when we reassess things.

Motion by Malloy to approve the Fiscal Year 2024 Fee Resolution and to direct staff to bring back as an resolution.

Second by Walker.

Vote: Borders-Aye, Shove-Aye, Waker-Aye, Ziegler-Aye, Thoreson-Aye, Malloy-Aye

Motion Carried

b. Fiscal Year 2024 Budget

Public Hearing opened at 6:15 pm.

Staff Report

Jason Faulkner, Finance Director presenting:

	<u>Budgeted FY 22-23</u>	<u>Proposed FY 23-24</u>
General Fund Dept Expenses	\$47,865,023	\$43,264,979
General Fund - Dedicated Accounts	\$7,981,000	\$9,352,500
Total GF Expenditures	\$55,846,023	\$52,617,479
Total Special Rev Fund Expend	\$1,647,006	\$3,717,395
Total Capital Projects Fund Expense	\$22,743,847	\$19,115,000
Total Debt Service Fund Expense	\$ 528,150	-
Total Enterprise Fund Expense	\$72,708,246	\$73,005,293
Total All Fund Expenditures	\$153,193,332	\$148,455,167
Total All Estimated Resources	\$153,193,332	\$148,455,167

Malloy: It has always been the goal since I have been on the Council to make sure new growth can pay for itself. To provide the same services to more people will cost more and the State Legislature, in their logic, restricted all cities in Idaho the ability to collect the full increase from growth and urban renewal, making it harder for growth to pay for itself.

Mayor: What will this do to the levy rate?

Faulkner: The levy rate should decrease.

Mayor: People should understand that the levy rate decreases but property values keep increasing and it can relate to an increase in property taxes.

Faulkner: If this is approved/authorized, staff will come back to the September 5th, 2023 City Council meeting with an ordinance.

Testimony

In Favor: None

Neutral: None

In Opposition: None

Public Hearing Closed at 6:26 PM.

Discussion

Mayor: Every year I like to mention that the police vehicles we are buying are not fancy cars. We buy vehicles and all the equipment that they need.

Faulkner: We do seek out the best price we can find.

Motion by Malloy to approve the Fiscal Year 2024 Budget and to direct staff to bring back an ordinance at a future council meeting.

Second by Borders.

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

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Ponderosa Lift Station - Additional Services Agreement with T-O Engineers

Jaxon Fleshman, Project Manager: This additional service agreement with T-O Engineers accounts for the additional Construction Management Services (CMS) that are needed to complete the construction of the new lift station as result of a delay in completing the project. The extended project schedule is largely attributed to delays in the supply chain and timely installation of equipment. City Council approved a contract extension with Strider Construction in October 2022. Since that time, additional delays in the delivery and installation of electrical equipment have continued to impact the date of project completion. Recently, the City and Strider finalized a negotiated change order to account for these delays and establishing a new final completion date. The Ponderosa Lift Station Replacement has an updated Final Completion date of September 14, 2023. The new lift station is up and running and the old facility was recently decommissioned. Funding for this work will come from the City's Wastewater Replacement Fund, in the amount of \$23,603.00.

Motion by Malloy to approve the Ponderosa Lift Station - Additional Services Agreement with T-O Engineers.

Second by Borders.

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

Motion Carried

4. NEW BUSINESS

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ACTION ITEMS:

a. Ordinance to Amend Downtown Urban Renewal Plan

Warren Wilson, City Attorney: Idaho Law allows the City Council to make technical/ministerial amendments to an urban renewal plan without resetting the tax base for the district. Staff has identified certain improvements that were intended to be included in the Plan that were not explicitly identified as stand alone projects. For instance, the plan identified a need for a roundabout at the 4th ave./Idaho St. intersection. However, the plan did not include the roundabout as a discreet project. Rather, the Plan listed each of the construction elements that make up a roundabout as a smaller part of separate projects. a second project that was included in the Plan was improvements to the west side frontage of Spokane Street, but did not explicitly note that that included adding on-street parking. in order to clarify that these items are included in the Plan, staff recommends adopting the ordinance to add these items to the list of projects that could be potentially funded through the urban renewal process. The ordinance reduces the reimbursable costs for other projects to ensure that there is no increased expenditure of urban renewal dollars. the Post Falls Urban Renewal Agency has adopted a resolution in support of the ordinance.

Motion by Thoreson to place the Ordinance to Amend Downtown Urban Renewal Plan on its first and only reading by title only while under suspension of the rules.

Second by Malloy.

Vote: Zielger-Aye, Thoreson-Aye, Malloy-Aye, Borders-Aye, Shove-Aye, Walker-Aye

Motion Carried

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF POST FALLS, IDAHO APPROVING A PLAN AMENDMENT, BUT NOT A PLAN MODIFICATION, TO THE DOWNTOWN URBAN RENEWAL DISTRICT PLAN ADOPTED BY POST FALLS ORDINANCE 1415 TO MAKE TECHNICAL OR MINISTERIAL CHANGES TO THE PLAN AND TO SUPPORT THE GROWTH OF AN EXISTING COMMERCIAL PROJECT WITHIN THE EXISTING REVENUE ALLOCATION AREA BY ADOPTING A REVISED APPENDIX A MORE CLEARLY LISTING URBAN RENEWAL PROJECTS WITHIN THE DISTRICT; AUTHORIZING THE CITY CLERK TO TRANSMIT A COPY OF THIS ORDINANCE TO THE POST FALLS URBAN RENEWAL AGENCY; APPROVING THE SUMMARY OF THE ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

Motion by Thoreson to approve the Ordinance to Amend Downtown Urban Renewal Plan

and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Malloy.

Vote: Ziegler-Aye, Thoreson-Aye, Malloy-Aye, Borders-Aye, Shove-Aye, Walker-Aye
Motion Carried

- b. Accept the Fiscal Year 2022 Audit and Annual Comprehensive Financial Report

Jason Faulkner, Finance Director: This year was more challenging to finish that annual report. We had a new government standard bullion which meant all city leases needed to be listed. This was quite a challenge. Also, next year we will have to list all the software that the City uses. We did get an unqualified opinion.

Mayor: The big thing is, with all these changes, it is still a clean audit.

Motion by Thoreson to accept the Fiscal Year 2022 Audit and Annual Comprehensive Financial Report.

Second by Malloy.

Vote: Thoreson-Aye, Malloy-Aye, Borders-Aye, Shove-Aye, Walker-Aye, Ziegler-Aye
Motion Carried

5. CITIZEN ISSUES

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None

6. ADMINISTRATIVE / STAFF REPORTS

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- a. Black Bay Phase 1 Update

Robbie Quinn, Parks Planner: This project has been in the works for 5 years and we are finally ready to go out to bid on phase one. Phase one will include the lower parking lot being redone, the bank stabilization will take place in the bay, and the boardwalk and trail to the beach will be done to meet ADA requirements. We are looking to putting this out to bid at the end of September and due at the end of October. We will hopefully have a contract for you by the beginning of December. We would look to start construction in the early spring of 2024. Construction should take most of 2024 with parts of the park closed off due to the construction.

- b. Parkway Fire Update

Bryan Myers, Parks Manager: On Friday, August 4th at around 3pm, a fire was reported in the Post Falls Community Forest. Approximately 80 acres of heavily wooded steep terrain was burned. The fire reached 100% containment on Friday, August 11th. The Idaho Department of

Lands is continuing to work within the containment area and a portion of the hose system remains in place. The entire Post Falls Community Forest remains closed at this time.

7. MAYOR AND COUNCIL COMMENTS

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Mayor: We did have a meeting today with the county commissioners discussing the collection of impact fees for the county. The discussion was good and a good starting point.

Thoreson: yesterday i enjoyed the part of the park that is open. It is a wonderful park and much loved by the community.

8. EXECUTIVE SESSION

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ACTION ITEMS:

None

ADJOURNMENT

7:01 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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Mayor Ronald G. Jacobson

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

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**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM:
SUBJECT: Minutes - August 17th, 2023 City Council Meeting

ITEM AND RECOMMENDED ACTION:
N/A

DISCUSSION:
N/A

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
1. Agenda



**CITY COUNCIL
SPECIAL MEETING MINUTES**

**August 17, 2023
2:00 PM**

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

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove
Present (Malloy and Ziegler via phone)

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

None

AMENDMENTS TO THE AGENDA

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DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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1. NEW BUSINESS

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ACTION ITEMS:

- a. Mayor and Council Compensation Ordinance

**Motion by Thoreson to place the Ordinance Mayor and Council Compensation on its first and only reading by title only while under suspension of the rules.
Second by Borders.**

Vote: Thoreson-Aye, Walker-Aye, Malloy-Aye, Ziegler-Aye, Borders-Aye, Shove-Aye
Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING MUNICIPAL CODE SECTIONS 2.04.030 AND 2.04.050 TO ESTABLISH AN ANNUAL SALARY FOR THE MAYOR AT \$32,082.00 AND AN ANNUAL SALARY FOR CITY COUNCIL MEMBERS AT \$12,339.00; 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.

Motion by Thoreson to approve the Ordinance Mayors and Council Compensation and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Borders.

Vote: Thoreson-Aye, Walker-Aye, Malloy-Aye, Ziegler-Aye, Borders-Aye, Shove-Aye
Motion Carried

2. MAYOR AND COUNCIL COMMENTS

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

None

ADJOURNMENT

2:03 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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

Mayor Ronald G. Jacobson

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

Mission

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

Vision

Post Falls, Idaho is a vibrant city with a balance of community and economic vitality that is distinguished by its engaged citizens, diverse businesses, progressive leaders, responsible management of fiscal and environmental resources, superior service, and a full range of opportunities for education and healthy lifestyles.

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Gracie Ficca, CSR/AP
SUBJECT: Payables August 8, 2023 - August 28, 2023

ITEM AND RECOMMENDED ACTION:
Check Run

DISCUSSION:
N/A

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
1357286.55

BUDGET CODE:
Various

ATTACHMENTS:
1. Post Falls Check Approval 9.6.23
2. HandChecks 9.6.23

Post Falls Check Approval



City of Post Falls

Packet: APPKT11309 - Check Run 9.6.23
Vendor Set: 01 - Vendor Set 01

Check Date: 8/29/2023

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Dept: 412 Information Systems					
C140	CDW Government Inc.				
APMWB	Electronic Funds Transf	KT53349	Windows server license for GIS2023-SVR	001-412.0000.66014	500.04
		KZ06520	Parks shop replacement switch	001-412.0000.66040	573.29
		LG29320	NetGear GS728TP-200NAS switch	001-412.0000.66040	454.99
		LB08473	Wireless POE switch	001-412.0000.66040	172.89
		LK21540	Blossom Mtn Firewall	001-412.0000.66180	690.13
Dept 412 Total:					2,391.34
Dept: 414 Finance					
A510	AIC - Association of Id Cities				
APMWB	Check	12089	ICCTFOA Membership for Shannon, Randi,	001-414.0000.62060	45.00
B091	BDS				
APMWB	Check	89807	Utility Billing	001-414.1445.62170	5,761.40
		89953	Delinquent Notices	001-414.1445.62170	281.45
		89807	Utility Billing	001-414.1445.62190	3,848.75
		89953	Delinquent Notices	001-414.1445.62190	167.44
C291	Coeur d' Alene Press				
APMWB	Check	0000011442	NOPH Proposed '24 Budget	001-414.0000.62000	827.34
D09750	DeVries Info Management				
APMWB	Check	0167802	On Site Record Destruction	001-414.0000.62040	55.00
V040	ODP Business Solutions				
APMWB	Check	325644274001	Office Supplies-Finance	001-414.0000.63060	46.99
		325643304001		001-414.0000.63060	91.79
VEN02035	Staples, Inc				
APMWB	Check	3543733550	Office Supplies- Finance	001-414.0000.63060	56.28
		3543733551	Credit on 10Key Machine	001-414.0000.63060	-56.28
Dept 414 Total:					11,125.16
Dept: 415 City Clerk					
A510	AIC - Association of Id Cities				
APMWB	Check	12089	ICCTFOA Membership for Shannon, Randi,	001-415.0000.62060	90.00
Dept 415 Total:					90.00
Dept: 418 Human Resources					
A1190	A Drug Free Alliance				
APMWB	Check	86645	July 2023 Drug Testing	001-418.4000.72070	845.00
C140	CDW Government Inc.				
APMWB	Electronic Funds Transf	KN20455	Return on Zebra ID Printer for HR	001-418.0000.63060	-1,622.69
Dept 418 Total:					-777.69
Dept: 421 Police					
N276	Access Information Protected				
APMWB	Check	10400902	Shredding services	001-421.0000.68010	58.00
A600	Awards Etc.				
APMWB	Electronic Funds Transf	34655	Room labels for substation	001-421.0000.68010	96.00
C140	CDW Government Inc.				
APMWB	Electronic Funds Transf	HG16721	Credit issued	001-421.0000.66041	-1,625.00
		LD34536	Annual Adobe Acrobat licensing maint and u	001-421.0000.66043	1,895.20
C220	Coleman Oil Co				
APMWB	Check	CP-0017329	PD Fuel	001-421.0000.64030	6,825.13
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	16326	Replacement graphics PFPD141	001-421.0000.67170	1,058.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
D070	Dell Marketing LP				
APMWB	Check	10680265590	Annual Microsoft 365 subscription	001-421.0000.66043	24,393.60
		10688459385		001-421.0000.66043	4,646.40
		10690414434	5 Transceivers	001-421.0000.67020	526.50
VEN14737	DetectaChem, Inc				
APMWB	Check	INV12085	Cell phone pouches for evidence	001-421.0000.63920	439.75
VEN14852	Dorsh & Kahl Co Inc				
APMWB	Check	5534	Air handler repair	001-421.0000.68030	1,200.00
G020	Galls, LLC				
APMWB	Check	025187201	Uniform shirt - Mealer	001-421.4000.72000	54.59
		025154508	Belt - Speer	001-421.4000.72000	64.46
		025317883	Uniform shirt - Speer	001-421.4000.72000	122.06
		025317885	Uniform shirts - Speer	001-421.4000.72000	274.00
		025293546	Uniform pants - Speer	001-421.4000.72000	342.32
		025174884	Uniform gear - Speer	001-421.4000.72000	114.99
I153	Idaho State Police				
APMWB	Check	IN629	Quarterly ILETS fees	001-421.0000.67310	14,012.50
K08222	Kootenai Animal Hospital				
APMWB	Check	887982592	Vet services - Mack	001-421.0000.62040	1,237.47
L0195	Language Line Services				
APMWB	Electronic Funds Transf	11065431	Interpreter services	001-421.0000.65030	110.40
VEN14850	Legacy Heating and Cooling				
APMWB	Check	12488189	HVAC troubleshooting	001-421.0000.68030	125.00
		12846813		001-421.0000.68030	125.00
M0613	MdE, Inc.				
APMWB	Check	9531	Adore software renewal	001-421.0000.66043	790.00
VEN14015	Midway Hyundai				
APMWB	Check	44173	Engine pan assembly - PFPD152	001-421.0000.67100	332.38
N001	Napa Auto Parts				
APMWB	Check	3688-247525	Vehicle light bulbs - shop stock	001-421.0000.67100	35.80
		3688-247522	Tape - Shop stock	001-421.0000.67100	264.18
		3688-248110	Rotors - PFPD120	001-421.0000.67100	93.36
		3688-248161	Battery - PFPD92	001-421.0000.67100	145.74
VEN03414	Pacific Steel & Recycling				
APMWB	Check	8462370	Materials for SRT gear	001-421.0000.67020	319.89
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	48556	New employee testing	001-421.0000.64020	75.00
P2420	Post Falls Chamber				
APMWB	Check	68063	RCLA Tuition - Johnson	001-421.0000.64020	850.00
VEN14817	Public Safety Psychological Services				
APMWB	Check	3620	Pre-employment evaluations - Speer/Corral	001-421.0000.62040	900.00
VEN14765	Sound Uniform Solutions, Inc				
APMWB	Electronic Funds Transf	202308SU016	Uniform jumpsuit - Mclean	001-421.4000.72000	481.00
VEN12205	SpectraSite Communications, LLC				
APMWB	Check	4321152	Herborn tower rental	001-421.0000.62040	653.22
VEN02035	Staples, Inc				
APMWB	Check	3543733552	Office supplies-PD	001-421.0000.63060	59.56
VEN14584	Sylint, LLC				
APMWB	Electronic Funds Transf	18565	Monthly cyber security contract fee	001-421.0000.62040	9,332.00
T118	TPI Embroidery				
APMWB	Check	10269	Patrol hat per 1100 - 1107	001-421.4000.72000	32.98
W181	Western States Fire Protection				
APMWB	Check	wsf539084	Annual elevator inspection CH	001-421.0000.68060	290.00
VEN14328	ZaccWorks				
APMWB	Check	2023-0823B	Monthly server maintenance	001-421.0000.66043	135.00
		2023-0823A	Monthly website maintenance	001-421.0000.66043	125.00
VEN03255	Ziply Fiber				
APMWB	Check	208-197-1699-0602	Internet and late fee	001-421.0000.65030	312.00
		2087777569071422	PD Wifi	001-421.0000.65030	87.60
		2081970075040822	PD phones	001-421.0000.65030	1,142.03
		2087736415061303	PD Elevator line	001-421.0000.65030	50.04

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	208-197-1263-0426	Internet	001-421.0000.65030	616.00
		208-710-019701010	Ziply Substation space rent	001-421.0000.65030	163.50
Dept 421 Total:					73,382.65
Dept: 423 Oasis					
VEN02102	Stevens, Randi M.				
APMWB	Check	807	VSU client counseling	001-423.1153.68400	736.00
Dept 423 Total:					736.00
Dept: 424 Legal					
D09750	DeVries Info Management				
APMWB	Check	0167802	On Site Record Destruction	001-424.0000.62040	55.00
V040	ODP Business Solutions				
APMWB	Check	326901342001	Office Supplies- Planning	001-424.0000.63060	44.33
VEN14845	Smith & Malek, PLLC				
APMWB	Check	44576	Advised on options on a property dispute	001-424.0000.62040	300.00
VEN14744	Veritas Advisors, LLP				
APMWB	Check	5553	Management Fee	001-424.0000.62040	2,916.66
Dept 424 Total:					3,315.99
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CP-0017329	PD Fuel	001-427.0000.64030	256.63
G020	Galls, LLC				
APMWB	Check	025260718	Uniform pants - Reynolds	001-427.4000.72000	76.64
VEN10219	Lake City Pet Hospital				
APMWB	Check	34989	Vet services - 23PF3098	001-427.0000.62040	100.00
VEN04236	Ramey's Yard Care				
APMWB	Check	706061	Animal Shelter pest control	001-427.0000.68010	85.00
Dept 427 Total:					518.27
Dept: 431 Streets					
VEN05261	CDA PAVING				
APMWB	Check	87079	Dumping - Dirty Asphalt - SL	001-431.0000.68130	213.50
		86813	3/4" Minus Crushed Base	001-431.0000.68130	256.16
		87350	Dumping Dirty Asphalt	001-431.0000.68130	354.10
		87078	3/4" minus crushed base B-SL	001-431.0000.68130	127.28
		87236	Dumping Dirty Asphalt	001-431.0000.68130	56.90
		68459	2023 Paving riser rings	001-431.0000.68130	6,359.00
		86766	Dumping Dirty Asphalt	001-431.0000.68130	28.60
VEN01373	Intermountain Sign & Safety				
APMWB	Check	17359	Post & Anchor for replacement RRFB	001-431.0000.63260	343.00
I340	Interstate Concrete & Asphalt				
APMWB	Check	883784	Asphalt for Idaho Street Patching	001-431.0000.68090	2,714.56
		889073	Asphalt - 12th Ave patching	001-431.0000.68090	340.00
		885661	Asphalt for patching	001-431.0000.68090	1,020.00
		887235	Asphalt - Road patching/repair	001-431.0000.68090	410.72
		889632	Asphalt for road patching/repair	001-431.0000.68090	476.00
		888253	Asphalt for patch/repair work	001-431.0000.68090	270.64
		886003	Asphalt for Road Repair/Patching	001-431.0000.68090	3,752.92
		884726	Asphalt for patch/repair work	001-431.0000.68090	2,394.96
		888693	Asphalt - patching 3rd Ave	001-431.0000.68090	269.28
N001	Napa Auto Parts				
APMWB	Check	3688-246828	Silicone Lube	001-431.0000.63260	59.85
VEN02884	Rodda Paint				
APMWB	Check	45232910	2023 Paint and Beads	001-431.0000.68100	6,460.00
R251	Serights Ace Hardware				
APMWB	Check	345897/1	Marking paint & Garden Sprayer	001-431.0000.63000	62.95
		346162/1	Propane	001-431.0000.68090	28.28
		345938/1	propane	001-431.0000.68090	35.43
		3454981/1	Propane	001-431.0000.68100	17.88

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	346053/1	Propane	001-431.0000.68100	24.05
		346028/1	Clorox Germicidl 81 oz	001-431.0000.68130	13.66
T118	TPI Embroidery				
APMWB	Check	10292	Uniform items - Stephen Reichert	001-431.4000.72000	221.90
		10296	Uniform items - Brian Culbertson	001-431.4000.72000	74.98
		10294	Uniform items - Justin Robison	001-431.4000.72000	97.78
		10295	Uniform items - James Mettler	001-431.4000.72000	116.96
		10291	Uniform items - Shawn Payne	001-431.4000.72000	129.82
		10297	Uniform item - Kyle Kleyhauer	001-431.4000.72000	146.00
		10298	Uniform items - Jason Scott	001-431.4000.72000	68.33
W090	Welch Comer & Associates, Inc.				
APMWB	Check	41354110-015	Spokane Street Rehab Welch Invoice July 20	001-431.1811.95040	3,027.50
Z040	Zumar Industries				
APMWB	Check	44108	Road Stencils	001-431.0000.68100	1,471.14
Dept 431 Total:					31,444.13
Dept: 433 Facility Maintenance					
VEN04619	Advanced Hot Wash				
APMWB	Check	1849	Window washing CH	001-433.0000.68015	2,136.00
		1850	Window Washing PD	001-433.0000.68015	1,400.00
C185	Chemsearch				
APMWB	Check	8335933	Cooling tower chems CH	001-433.0000.68030	314.87
P310	Platt Electric Supply				
APMWB	Check	4z55201	ballasts CH and PD	001-433.0000.63720	218.89
		4z59524	PW circuit breaker	001-433.0000.68030	36.72
VEN04236	Ramey's Yard Care				
APMWB	Check	708947	City Hall exterior bug stray	001-433.0000.68010	115.00
R251	Serights Ace Hardware				
APMWB	Check	3455965/1	Corner protectors PD	001-433.0000.63730	4.76
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	5055052	paper product for CH and PD	001-433.0000.63140	217.89
		504843	Paper supplies ch and PD	001-433.0000.63140	506.28
		504844	Cleaning supplies CH and PD	001-433.0000.63150	207.45
Dept 433 Total:					5,157.86
Dept: 434 Fleet Maintenance					
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4165195242	Laundry & Rug service	001-434.0000.63160	65.32
		4164492451	Laundry & Rug Service	001-434.0000.63160	65.32
		4163799066		001-434.0000.63160	65.32
F145	Freightliner Northwest- Spokane				
APMWB	Check	SR001118536 01	S215 repairs	001-434.0000.67170	3,436.89
VEN01931	Kimball Midwest				
APMWB	Check	101240989	Cleaner/ Degreaser	001-434.0000.63011	47.77
				001-434.0000.63012	47.76
				001-434.0000.63013	47.76
VEN08532	Kootenai Truck & Auto Repair				
APMWB	Check	48720	Rear Slack Adjusters - S216	001-434.0000.63011	1,099.34
N001	Napa Auto Parts				
APMWB	Check	3688-251244	Drill Bits - S210	001-434.0000.63011	140.06
		3688-249594	Cabin Air filter - stock	001-434.0000.63011	26.26
		3688-249832	Purple Ice Radiator Addictive - R200	001-434.0000.63012	9.67
		3688-249831	Purple Ice Radiator additive - R200	001-434.0000.63012	9.67
		3688-250624	Gear oil - Flail Mower	001-434.0000.63012	25.98
		3688-249594	Cabin Air filter - stock	001-434.0000.63012	13.13
		3688-248125	PB Blaster - A801	001-434.0000.63013	43.57
		3688-249594	Cabin Air filter - stock	001-434.0000.63013	13.13
		3688-248543	Pig Mat	001-434.0000.63013	392.60
		3688-249834	1/4" Drive ratchet - F116	001-434.0000.67090	86.49
		3688-248793	Snap Ring Pliers	001-434.0000.67090	155.54
		3688-247466	Pliers & Anti-Sieze	001-434.0000.67090	169.53

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	3688-248140	Sockets & utility blades	001-434.0000.67090	34.52
		3688-248353	Socket set - F101	001-434.0000.67090	196.68
		3688-247464	Tools - Fleet	001-434.0000.67090	231.17
		1351-891174	Impact Wrench, Battery Tester	001-434.0000.67090	363.98
		3688-249641	Air Hose - Shop	001-434.0000.68010	61.61
N0991	Norco Inc				
APMWB	Check	38468881	Scaling Needle Set & Misc safety gear	001-434.0000.67090	44.17
				001-434.0000.67120	14.85
P180	Perfection Tire				
APMWB	Check	1061094	Tires - P469	001-434.0000.67190	97.02
VEN07942	RWC International LTD				
APMWB	Check	XA106059898 01	Defog fan - R209	001-434.0000.63012	112.58
R251	Serights Ace Hardware				
APMWB	Check	346420/1	Hole Saw 1.5"	001-434.0000.67090	13.49
S390	Spokane House of Hose Inc.				
APMWB	Check	1016683	Stucchi Plugs - S344	001-434.0000.63011	70.44
		1018517	Hydraulic Adapter - S215	001-434.0000.63011	28.06
T106	Titan Truck Equipment				
APMWB	Check	1354561	Plug Cover Kit - P131	001-434.0000.63012	8.48
VEN08038	United Rentals (North America), Inc				
APMWB	Check	223384930-001	Sublet repair work - P305	001-434.0000.63012	371.22
Dept 434 Total:					7,609.38
Dept: 435 GIS					
VEN14424	Kelley Connect Co.				
APMWB	Check	IN1389251	IN1389251	001-435.0000.63060	170.91
Dept 435 Total:					170.91
Dept: 441 Urban Forestry					
R251	Serights Ace Hardware				
APMWB	Check	346378/1	Tools for Urban Forestry	001-441.0000.67090	15.82
Dept 441 Total:					15.82
Dept: 442 Cemetery					
VEN14799	Arvig Media				
APMWB	Check	00030925360015	Arvig	001-442.0000.62040	223.30
C060	Carrot-Top Industries Inc.				
APMWB	Check	121617	flags	001-442.0000.63060	607.72
R251	Serights Ace Hardware				
APMWB	Check	345910/1	concrete	001-442.0000.68170	281.67
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	INV0146414	Fertilizer	001-442.0000.68200	2,166.66
		132269577-001	diaphram	001-442.0000.68230	188.59
		132501697-001	Irrigation Parts for Parks and Cemetery	001-442.0000.68230	46.85
Z026	Ziegler Lumber Co #017				
APMWB	Check	2595985	Portland/wire	001-442.0000.68170	119.90
Dept 442 Total:					3,634.69
Dept: 443 Parks					
VEN14808	Ardurra Group, Inc				
APMWB	Check	230061-3	Black Bay Parking Lot Coordination	001-443.0000.62040	4,210.60
VEN14428	Asphalt Pros USA				
APMWB	Check	1931	Crack Fill, seal and Stripe Sportsman's Park	001-443.0000.68111	5,739.00
		INV0146408	Crack fill and Seal Chase Park	001-443.0000.68111	9,400.17
VEN04122	CDA Glass				
APMWB	Check	17785	Window for Trailhead	001-443.0000.62180	497.33
C280	Coeur d'Alene Power Tool				
APMWB	Check	2-244077	Tools for Construction	001-443.0000.67090	561.95
		2-244241		001-443.0000.67090	157.95
C360	Consolidated Supply Co.				
APMWB	Check	S011509486.001	Syringa Vandalism - Plumbing Parts	001-443.0000.67050	114.51

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C3818	APMWB	Check	S011496199.001	Tankless Water Heater for Grand Pavilion	001-443.1658.62330	1,797.90	
		Cooper Fabrication, Inc.					
C410	APMWB	Check	26227	Powder Coat Spokane St. Panels	001-443.0000.68160	2,832.50	
		Country Lock & Key, Inc.					
VEN14782	APMWB	Electronic Funds Transfer	11927	Keys for Q'emiln	001-443.0000.67030	11.96	
		Dawson's Plumbing LLC					
F020	APMWB	Check	0-5131	Q'emiln Tankless Water Heater Install	001-443.1658.62330	701.87	
		Fastenal Company					
	APMWB	Check	IDCOE185212	Hardware for stock	001-443.0000.67030	3.92	
			IDCOE185432	Hardware for Stock	001-443.0000.67030	9.16	
			IDCOE184872		001-443.0000.67030	33.53	
			IDCOE185035		001-443.0000.67030	40.48	
VEN03826	FMI Equipment						
	APMWB	Check	SPK-1005659	Mower Blades	001-443.0000.66190	43.62	
			SPK-1006930	Blades for Mowers	001-443.0000.66190	124.98	
			SPK-11435	PO05976 Credit for Rental Discount	001-443.0000.90050	-2,000.00	
			CM0004725	Credit for overpayment	001-443.0000.90050	-10,860.82	
			SPK5260	Plow Blade, Angle Broom & Bucket for CVS	001-443.0000.90050	12,817.20	
H1957	Horizon						
	APMWB	Electronic Funds Transfer	7F006234	Trimmer Line for Mow Crew	001-443.0000.66190	142.54	
V040		ODP Business Solutions					
R060	APMWB	Check	326963946001	Office Supplies-Parks	001-443.0000.63060	86.53	
		Ragan Equipment Co.					
	APMWB	Check	01-132830	Line Trimmer Replacement Parts	001-443.0000.66190	32.98	
			01-132108	Washer for Small Equipment	001-443.0000.66190	92.28	
R1691	River City Paint & Decorating						
	APMWB	Check	54078	Syringa Vandalism Paint	001-443.0000.67050	189.32	
			54169	Stain for Portable Restroom cover at Tennis	001-443.0000.68160	89.28	
R1913	Rockhound Landscape Supply						
	APMWB	Check	1235	Sand for PD Landscape	001-443.0000.68170	46.00	
R251	Serights Ace Hardware						
	APMWB	Check	345875/1	Safety Glasses for Safety	001-443.0000.63110	6.56	
			346038/1	Timer for PD Fountain	001-443.0000.67030	21.59	
			345715/1	Marking paint for Parks	001-443.0000.68160	19.78	
			346421/1	Irrigation Parts	001-443.0000.68230	58.49	
A565	SiteOne Landscape Supply, LLC						
	APMWB	Check	CM0004702 7.18.23	SiteOne Credit	001-443.0000.67050	-43.83	
			132567866-001	Shovel for Parks	001-443.0000.67090	22.99	
			132599172-001	Fertilizer for Parks	001-443.0000.68200	2,852.77	
			133086077-001	Credit for Torn Fertilizer Bags	001-443.0000.68200	-288.88	
			133521507-001	Herbicide for Parks	001-443.0000.68220	2,082.05	
			133159207-001	Irrigation Parts for the PD	001-443.0000.68230	37.97	
			132501697-001	Irrigation Parts for Parks and Cemetery	001-443.0000.68230	953.01	
			132543663-001	Irrigation supplies for South Parks	001-443.0000.68230	200.56	
			133232638-001	Irrigation parts for the PD	001-443.0000.68230	1,051.38	
			CM0004702 7.18.23	SiteOne Credit	001-443.0000.68230	-1,313.11	
VEN14849	StateFire DC Specialties, LLC						
C606	APMWB	Check	12523946	Knox Boxes for Q'emiln and Falls Parks	001-443.1658.62330	2,495.00	
		Sun Rental Post Falls					
VEN14847	APMWB	Check	466714-01	Tractor rental for rough area mowing	001-443.0000.67070	1,538.00	
		Susan Wanlass					
VEN01248	APMWB	Check	08/15/23	80% Refund for Canceled Reservation	001-443.1654.33327	107.50	
		United Crown Pump & Drilling					
W0226	APMWB	Check	106438	Water Feature Repair	001-443.0000.62180	165.00	
		Walter E Nelson Co					
	APMWB	Electronic Funds Transfer	504854	TP & Cleaning Products for Parks	001-443.0000.63150	1,215.86	
Dept 443 Total:						38,099.43	
Dept: 444 Parks - Construction							
C180	Central Pre Mix Concrete						
	APMWB	Check	3654959	East Side Lean-to	001-444.0000.94180	15.95	

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
F020	Fastenal Company				
APMWB	Check	IDCOE184607	Frame nails for East Lean-to	001-444.0000.94180	213.21
VEN02005	Matheus Lumber Company				
APMWB	Check	67694006	Lumber for East Lean-to	001-444.0000.94180	21,038.21
VEN14585	Timberline Truss Inc.				
APMWB	Check	30871	Trusses for the East Lean-to at Parks Yard	001-444.0000.94180	10,322.36
Dept 444 Total:					31,589.73
Dept: 445 Recreation					
VEN07316	BC Engineers Inc				
APMWB	Check	09164	Engineering for Black Bay Depot Sign	001-445.0000.90050	1,500.00
C175	Century Publishing Co, Inc.				
APMWB	Check	INV0146348	Printing of the Fall Guide	001-445.0000.63210	4,926.20
VEN08139	Learning Resources Network, Inc				
APMWB	Check	2205	Recreation Membership	001-445.0000.62060	445.00
VEN10617	Paint CdA, LLC				
APMWB	Check	08/10/23	Contractual Payment	001-445.0000.62040	269.50
P220	Post Falls Area Chamber of				
APMWB	Check	INV0146336	Tourism Advertising/Activity Guide	001-445.0000.62000	1,500.00
S050	Saturday Night Inc.				
APMWB	Check	104682	Recreation Staff Shirts	001-445.4000.72000	278.90
VEN02035	Staples, Inc				
APMWB	Check	3543733553	Office Supplies- Recreation	001-445.0000.63060	199.35
VEN14643	The Links Golf Club				
APMWB	Check	80923	Contractual Golf Camp Payment	001-445.0000.62040	1,792.52
		08/09/23	Contractual Adult Golf	001-445.0000.62040	1,102.50
		080923	Contractual Youth Golf	001-445.0000.62040	1,764.00
Dept 445 Total:					13,777.97
Dept: 451 Planning & Zoning					
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR290894	Contract Charges for G736M660937	001-451.1901.66140	4.33
		AR290893	Contract Charges for V9735700465	001-451.1901.66140	17.91
VEN14424	Kelley Connect Co.				
APMWB	Check	IN1389251	IN1389251	001-451.0000.66050	170.91
V040	ODP Business Solutions				
APMWB	Check	326901342001	Office Supplies- Planning	001-451.0000.63060	11.98
P2420	Post Falls Chamber				
APMWB	Check	Inv #68068	Inv #68068	001-451.0000.64020	850.00
R1541	Ricoh USA Inc.				
APMWB	Check	Inv #5067837967	Inv #5067837967	001-451.0000.66050	34.38
Dept 451 Total:					1,089.51
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	89807	Utility Billing	001-452.0000.62040	50.00
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR290894	Contract Charges for G736M660937	001-452.1901.66140	4.33
		AR290893	Contract Charges for V9735700465	001-452.1901.66140	17.90
VEN14424	Kelley Connect Co.				
APMWB	Check	IN1389251	IN1389251	001-452.0000.66050	170.91
R1541	Ricoh USA Inc.				
APMWB	Check	Inv #5067837967	Inv #5067837967	001-452.0000.66050	34.39
Dept 452 Total:					277.53
Dept: 453 Engineering					
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR290893	Contract Charges for V9735700465	001-453.1901.66140	17.90
		AR290894	Contract Charges for G736M660937	001-453.1901.66140	4.34
VEN14424	Kelley Connect Co.				
APMWB	Check	IN1389251	IN1389251	001-453.1901.66050	170.91

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
P2420	Post Falls Chamber				
APMWB	Check	Inv #68068	Inv #68068	001-453.0000.64020	850.00
R1541	Ricoh USA Inc.				
APMWB	Check	Inv #5067837967	Inv #5067837967	001-453.1901.66050	34.39
Dept 453 Total:					1,077.54
Dept: 481 Capital Improvements/Contracts					
VEN12372	Bernardo/Wills Architects, PC				
APMWB	Check	23816	City Hall Remodel BW Invoice #1 July 2023	001-481.0000.62040	2,422.50
		23817	City Hall Remodel BW Invoice #2 July 2023	001-481.0000.62040	2,850.00
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	11758	Substation office locks	001-481.0000.68395	2,803.90
U0010	ULINE				
APMWB	Check	166563442	Substation training tables and chairs	001-481.0000.68395	4,847.01
W090	Welch Comer & Associates, Inc.				
APMWB	Check	Inv #41354100-011	Inv #41354100-011 (Water Tower Parking Lc	001-481.0000.95015	16,552.66
Dept 481 Total:					29,476.07
Fund 001 Total:					254,202.29
Fund: 002 - COMPREHENSIVE LIABILITY					
Dept: 410 General Government Services					
B160	Body By Scotty Towing				
APMWB	Check	44596FB	PFPD132 Repairs - Insurance	002-410.0000.62280	6,174.72
I065	ICRMP				
APMWB	Check	02152-2024-1	10/1/2023 - 09/30/2024 Policy Year Annual F	002-410.0000.62290	326,860.00
Dept 410 Total:					333,034.72
Fund 002 Total:					333,034.72
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN08243	Awards Network				
APMWB	Check	00114599	Employee Anniversary gift packets	003-482.0000.73020	97.40
VEN04994	Gallagher Benefit Services Inc.				
APMWB	Electronic Funds Transf	291384	August 2023 consulting	003-482.0000.62040	2,500.00
VEN14851	Idaho Employment Lawyers, PLLC				
APMWB	Check	3108	Legal Services - July 2023	003-482.0000.62040	370.50
VEN14068	IncentFit				
APMWB	Check	15372	8/15/23 - 9/15/23 Activity Rewards	003-482.4000.73000	245.44
A6000	Rehn & Associates, Inc.				
APMWB	Check	IN0000179666	COBRA notifications	003-482.0000.62160	150.00
Dept 482 Total:					3,363.34
Fund 003 Total:					3,363.34
Fund: 007 - DRUG SEIZURE PROGRAM					
Dept: 425 Drug Seizure Program					
B1480	Blue Sky Broadcasting Inc.				
APMWB	Check	IN-1230745047	K9 golf tournament promotion	007-425.1525.34242	300.00
R1913	Rockhound Landscape Supply				
APMWB	Check	07.27.23	K9 Kennel gravel and delivery	007-425.0000.67020	133.00
VEN14643	The Links Golf Club				
APMWB	Check	2023 K9	K9 Golf Tournament	007-425.1525.34242	4,000.00
Dept 425 Total:					4,433.00
Fund 007 Total:					4,433.00
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
VEN03255	Ziply Fiber				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	2081970007111021	E911 lines	008-426.0000.65031	122.00
		2081971332111021		008-426.0000.65031	122.00
		2081971168111021		008-426.0000.65031	122.00
		2081970121111021		008-426.0000.65031	122.00
		2080010385111021		008-426.0000.65031	71.88
		2081971335111021		008-426.0000.65031	122.00
		2081971328111021		008-426.0000.65031	122.00
		2081970344111021		008-426.0000.65031	675.00
Dept 426 Total:					1,478.88
Fund 008 Total:					1,478.88
Fund: 023 - SPECIAL EVENTS					
Dept: 446 Special Events					
A090	Accurate Testing Labs LLC				
APMWB	Check	133099	Triathlon Water Testing	023-446.1602.63000	50.00
P2420	Post Falls Chamber				
APMWB	Check	68021	Advertising for Market and Music	023-446.1605.62002	760.00
Dept 446 Total:					810.00
Fund 023 Total:					810.00
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	Inv #0165137	Inv #0165137 (Trans Master Plan)	037-431.0000.80290	47,708.00
		Inv #0164114	Inv #0164114 (Trans Master Plan)	037-431.0000.80290	37,967.00
		Inv #0165053	Inv #0165053 Spokane-Prairie Project	037-431.0000.95134	6,168.01
Dept 431 Total:					91,843.01
Fund 037 Total:					91,843.01
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN13635	Big Sky ID, Corp				
APMWB	Check	220016-2	Tullamore Sports Complex Irrigation Well	038-443.0000.94165	54,680.10
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	5473	Sports Complex Phase 1	038-443.0000.94165	4,506.15
Dept 443 Total:					59,186.25
Fund 038 Total:					59,186.25
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A424	Anatek Labs, Inc.				
APMWB	Check	2314639	BLM @ Corbin Park 7/20/2023	650-463.0000.68360	330.00
		2315060	Surface Water Testing	650-463.0000.68360	612.00
		2314284	Buck Knives compliance sampling	650-463.0000.68360	2,101.00
VEN14808	Ardurra Group, Inc				
APMWB	Check	210756-19	Post Falls Community Forest June 01-June 3	650-463.0000.62040	430.00
C3090	Columbia Electric Supply				
APMWB	Check	1120-1007060	COMMUNICATION MOD	650-463.0000.68025	791.26
VEN14456	Hayden Area Regional Sewer Board				
APMWB	Check	0001334003	2023 Shared PCB Outreach Materials	650-463.6530.64050	205.00
H1957	Horizon				
APMWB	Electronic Funds Transf	2S195500	Shop Supplies	650-463.0000.68010	110.79
VEN02996	Idaho Department of Environmental Quality				
APMWB	Check	23POT0014AN	2023 DEQ IPDES Permit Fee	650-463.3215.68360	32,256.12
I129	Idaho Rural Water Assoc.				
APMWB	Check	1946	Membership Dues 6/30/2023-6/30/2024	650-463.0000.62060	366.00
VEN12758	Innovyze, Inc				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount	
N001	APMWB	Check		Q-138564	Water/Sewer Modeling Software Renewal	650-463.0000.66012	3,866.00	
		Napa Auto Parts						
	APMWB	Check		3688-247041	3/4 D 12P SKT-2	650-463.0000.67090	30.21	
				3688-238059	Air Filter	650-463.0000.68025	116.56	
				3688-246762	Silicon and Right Stuff	650-463.0000.68025	45.45	
V040				3688-249673	Silicone	650-463.0000.68025	18.14	
		ODP Business Solutions						
	APMWB	Check		323521279001	Office Supplies-Water/WW	650-463.0000.63060	212.48	
	VEN14559	One Call Concepts, Inc						
	APMWB	Check		3075022	Water & Waste Water Locates	650-463.0000.62320	446.77	
P4835		ProPrint						
	APMWB	Check		63865	#10 Window Envelopes for PW	650-463.0000.63060	70.50	
	R251	Serights Ace Hardware						
	APMWB	Check		345931/1	Shop Supplies	650-463.0000.68025	5.52	
	VEN13836	Thermal-King Inc						
VEN11958	APMWB	Check		10001323	HW HVAC repairs	650-463.3122.68400	15,091.55	
		Ultra-Lawn, LLC						
	APMWB	Check		92220	WRF 2023 Lawn Care	650-463.0000.62180	153.00	
	VEN14784	Z&M Enterprise, Llc						
	APMWB	Check		362	G64T5LCA/HO/PT-20/2W/B/C - Spec 2880	650-463.0000.68025	780.00	
Dept 463 Total:							58,038.35	
Dept: 466 Wastewater - Collections								
C3090		Columbia Electric Supply						
	APMWB	Check		1120-1014587	server support	650-466.0000.66012	4,366.00	
	I129	Idaho Rural Water Assoc.						
	APMWB	Check		1946	Membership Dues 6/30/2023-6/30/2024	650-466.0000.62060	244.00	
	VEN12936	Rocky Mountain Valve & Automation, Inc						
VEN13448	APMWB	Check		001366	greensferry check valve	650-466.3104.68400	3,587.01	
		SmartCover Systems						
	APMWB	Check		27079	Renewal Warranty	650-466.0000.62040	1,092.00	
	VEN05954	Toby's Battery & Auto Electric, LLC						
	APMWB	Check		23080129	12 V -5.0 AH Battery, 31DC Deep Cycle 700	650-466.0000.63006	789.65	
VEN13163		Wapiti Consulting, LLC						
	APMWB	Check		408	Updated Master IP Schedule on 8 Lift Station	650-466.0000.62040	960.00	
				407	Idahline Lift Station -Troubleshoot VFD Para	650-466.0000.62040	480.00	
	W2066	Whitney Equipment Co. Inc.						
	APMWB	Check		PS-INV105797	mix/flush valve	650-466.3104.68400	3,196.66	
Dept 466 Total:							14,715.32	
Dept: 468 Wastewater - Surface Water								
K100		Kootenai County Solid Waste						
	APMWB	Check		08-35389	General Refuse	650-468.0000.68380	2.60	
				08-34963	Yard Waste	650-468.0000.68380	1.30	
	N001	Napa Auto Parts						
	APMWB	Check		3688-247204	Battery Charger, Oil, Oil Filter, Air Filter	650-468.0000.67170	174.84	
R251		Serights Ace Hardware						
	APMWB	Check		346207/1	Shop Supplies	650-468.0000.68380	37.66	
	Dept 468 Total:							216.40
	Fund 650 Total:							72,970.07
	Fund: 651 - RECLAIMED WATER CAPITAL - WWTP							
Dept: 463 Wastewater Operating								
J105		J-U-B Engineers, Inc.						
	APMWB	Electronic Funds Transf		0165036	July 2023 WRF FPS	651-463.3209.95500	9,274.13	
				165031	Tertiary Upgrade JUB Invoice July 2023	651-463.3213.90015	89,704.74	
	VEN14291	Sletten Construction Company						
	APMWB	Check		Tertiary Pay App 33	Tertiary Upgrade Sletten Pay App #33	651-463.3213.90015	346,134.55	
W090		Welch Comer & Associates, Inc.						
	APMWB	Check		41354130-006	Lundv Blvd Waterline Welch Invoice July 202	651-463.6505.95520	2,105.00	

Dept 463 Total: 447,218.42

Fund 651 Total: 447,218.42

Packet: APPKT11309 - Check Run 9.6.23
Vendor Set: 01 - Vendor Set 01

Check Date: 8/29/2023

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR							
Dept: 463 Wastewater Operating							
J105	J-U-B Engineers, Inc.						
APMWB	Electronic Funds Transf			164761	12th Ave Phase II JUB Invoice July 2023	652-463.3228.95520	3,920.00
				0165038	July 2023 Biosolids Hopper Improvements	652-463.3231.95520	3,139.60
VEN11676	Keller Associates, Inc						
APMWB	Check			0232289	12th ave Phase 2 Keller Invoice July 2023	652-463.3228.95520	11,448.25
T11390	T-O Engineers, Inc.						
APMWB	Check			200143-39	Ponderosa T-O Invoice July 2023	652-463.3214.95520	22,877.53
				210583-18	Bentley T-O Invoice July 2023	652-463.3230.95520	691.25
W090	Welch Comer & Associates, Inc.						
APMWB	Check			41354120-015	Corbin Welch Comer Invoice July 2023	652-463.3234.95520	6,850.00
Dept 463 Total:							48,926.63
Fund 652 Total:							48,926.63
Fund: 700 - SANITATION							
Dept: 461 Sanitation							
K100	Kootenai County Solid Waste						
APMWB	Check			08-36190	Big Can Refuse	700-461.0000.65050	30.55
				08-36271		700-461.0000.65050	24.70
Dept 461 Total:							55.25
Fund 700 Total:							55.25
Fund: 750 - WATER OPERATING							
Dept: 462 Water Operating							
A090	Accurate Testing Labs LLC						
APMWB	Check			133475	Coliform Presence/Absence	750-462.0000.68360	150.00
				133352		750-462.0000.68360	150.00
				133394	Coliform Presence/Absence	750-462.0000.68360	150.00
H215	Core & Main LP						
APMWB	Check			T280340	Meter Adapters	750-462.0000.63280	1,683.24
				T236550	2" Galv. USA	750-462.0000.63280	580.10
				T320526	3" Repair Band	750-462.0000.63280	822.92
				T346533	2" Galv Ref Inv T221815	750-462.0000.63280	-243.77
VEN14305	General Pacific, Inc						
APMWB	Check			1471552	Laptop Antenna	750-462.0000.63280	260.00
				1471659	Badger 2in Compound Meter	750-462.0000.63280	2,201.00
				1471850	1" M55, USG, HRE, Twist Tight Connector	750-462.0000.91280	20,837.00
				1471118	1" METERS	750-462.0000.91280	2,680.00
G098	Grainger						
APMWB	Check			9800932239	1/2" Wrench, Hard Hat	750-462.0000.63110	110.70
						750-462.0000.63280	191.38
				9800316805	Gloves, Pipe Wrench	750-462.0000.63280	546.10
H003	H.D. Fowler Company						
APMWB	Check			I6477635	Expansion Coupling	750-462.0000.63280	384.30
				I6477637	Meter Adapter	750-462.0000.63280	798.60
H1957	Horizon						
APMWB	Electronic Funds Transf			2S195352	Bluetooth Battery & Battery Control	750-462.0000.63280	919.92
VEN12758	Innovyze, Inc						
APMWB	Check			Q-138564	Water/Sewer Modeling Software Renewal	750-462.0000.66012	2,531.00
K080	Knudtsen Chevrolet and GMAC						
APMWB	Check			6254322	Oil Change # W113	750-462.0000.67170	121.56
V040	ODP Business Solutions						
APMWB	Check			323521279001	Office Supplies-Water/WW	750-462.0000.63060	8.03
				323615462001		750-462.0000.63060	5.14

Vendor Number	Vendor Name				
Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14559	One Call Concepts, Inc				
APMWB	Check	3075022	Water & Waste Water Locates	750-462.0000.62320	446.78
P4835	ProPrint				
APMWB	Check	63865	#10 Window Envelopes for PW	750-462.0000.63060	70.50
R251	Serights Ace Hardware				
APMWB	Check	345942/1	Office & Bathroom Supplies	750-462.0000.63060	108.20
		345943/1	Rake	750-462.0000.63280	26.09
Dept 462 Total:					35,538.79
Fund 750 Total:					35,538.79
Fund: 753 - WATER CAPITAL					
Dept: 462 Water Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Electronic Funds Transf	0165161	Well House 11 JUB Invoice July 2023	753-462.3224.95550	4,225.90
Dept 462 Total:					4,225.90
Fund 753 Total:					4,225.90
Report Total:					1,357,286.55



Fund	Account	Amount
001 - GENERAL FUND		
	001-412.0000.66014	500.04
	001-412.0000.66040	1,201.17
	001-412.0000.66180	690.13
	001-414.0000.62000	827.34
	001-414.0000.62040	55.00
	001-414.0000.62060	45.00
	001-414.0000.63060	138.78
	001-414.1445.62170	6,042.85
	001-414.1445.62190	4,016.19
	001-415.0000.62060	90.00
	001-418.0000.63060	-1,622.69
	001-418.4000.72070	845.00
	001-421.0000.62040	12,122.69
	001-421.0000.63060	59.56
	001-421.0000.63920	439.75
	001-421.0000.64020	925.00
	001-421.0000.64030	6,825.13
	001-421.0000.65030	2,481.57
	001-421.0000.66041	-1,625.00
	001-421.0000.66043	31,985.20
	001-421.0000.67020	846.39
	001-421.0000.67100	871.46
	001-421.0000.67170	1,058.00
	001-421.0000.67310	14,012.50
	001-421.0000.68010	154.00
	001-421.0000.68030	1,450.00
	001-421.0000.68060	290.00
	001-421.4000.72000	1,486.40
	001-423.1153.68400	736.00
	001-424.0000.62040	3,271.66
	001-424.0000.63060	44.33
	001-427.0000.62040	100.00
	001-427.0000.64030	256.63
	001-427.0000.68010	85.00
	001-427.4000.72000	76.64
	001-431.0000.63000	62.95
	001-431.0000.63260	402.85
	001-431.0000.68090	11,712.79
	001-431.0000.68100	7,973.07
	001-431.0000.68130	7,409.20
	001-431.1811.95040	3,027.50
	001-431.4000.72000	855.77
	001-433.0000.63140	724.17
	001-433.0000.63150	207.45
	001-433.0000.63720	218.89
	001-433.0000.63730	4.76
	001-433.0000.68010	115.00
	001-433.0000.68015	3,536.00
	001-433.0000.68030	351.59
	001-434.0000.63011	1,411.93
	001-434.0000.63012	598.49
	001-434.0000.63013	497.06
	001-434.0000.63160	195.96
	001-434.0000.67090	1,295.57
	001-434.0000.67120	14.85
	001-434.0000.67170	3,436.89

001-434.0000.67190	97.02
001-434.0000.68010	61.61
001-435.0000.63060	170.91
001-441.0000.67090	15.82
001-442.0000.62040	223.30
001-442.0000.63060	607.72
001-442.0000.68170	401.57
001-442.0000.68200	2,166.66
001-442.0000.68230	235.44
001-443.0000.62040	4,210.60
001-443.0000.62180	662.33
001-443.0000.63060	86.53
001-443.0000.63110	6.56
001-443.0000.63150	1,215.86
001-443.0000.66190	436.40
001-443.0000.67030	120.64
001-443.0000.67050	260.00
001-443.0000.67070	1,538.00
001-443.0000.67090	742.89
001-443.0000.68111	15,139.17
001-443.0000.68160	2,941.56
001-443.0000.68170	46.00
001-443.0000.68200	2,563.89
001-443.0000.68220	2,082.05
001-443.0000.68230	988.30
001-443.0000.90050	-43.62
001-443.1654.33327	107.50
001-443.1658.62330	4,994.77
001-444.0000.94180	31,589.73
001-445.0000.62000	1,500.00
001-445.0000.62040	4,928.52
001-445.0000.62060	445.00
001-445.0000.63060	199.35
001-445.0000.63210	4,926.20
001-445.0000.90050	1,500.00
001-445.4000.72000	278.90
001-451.0000.63060	11.98
001-451.0000.64020	850.00
001-451.0000.66050	205.29
001-451.1901.66140	22.24
001-452.0000.62040	50.00
001-452.0000.66050	205.30
001-452.1901.66140	22.23
001-453.0000.64020	850.00
001-453.1901.66050	205.30
001-453.1901.66140	22.24
001-481.0000.62040	5,272.50
001-481.0000.68395	7,650.91
001-481.0000.95015	16,552.66
Fund 001 Total:	254,202.29
002 - COMPREHENSIVE LIABILITY	
002-410.0000.62280	6,174.72
002-410.0000.62290	326,860.00
Fund 002 Total:	333,034.72
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	2,870.50
003-482.0000.62160	150.00
003-482.0000.73020	97.40
003-482.4000.73000	245.44
Fund 003 Total:	3,363.34
007 - DRUG SEIZURE PROGRAM	
007-425.0000.67020	133.00
007-425.1525.34242	4,300.00
Fund 007 Total:	4,433.00
008 - 911 SUPPORT	
008-426.0000.65031	1,478.88

		Fund 008 Total:	1,478.88
023 - SPECIAL EVENTS			
	023-446.1602.63000		50.00
	023-446.1605.62002		760.00
		Fund 023 Total:	810.00
037 - STREETS IMPACT FEES			
	037-431.0000.80290		85,675.00
	037-431.0000.95134		6,168.01
		Fund 037 Total:	91,843.01
038 - PARKS IMPACT FEES			
	038-443.0000.94165		59,186.25
		Fund 038 Total:	59,186.25
650 - RECLAIMED WATER OPERATING			
	650-463.0000.62040		430.00
	650-463.0000.62060		366.00
	650-463.0000.62180		153.00
	650-463.0000.62320		446.77
	650-463.0000.63060		282.98
	650-463.0000.66012		3,866.00
	650-463.0000.67090		30.21
	650-463.0000.68010		110.79
	650-463.0000.68025		1,756.93
	650-463.0000.68360		3,043.00
	650-463.3122.68400		15,091.55
	650-463.3215.68360		32,256.12
	650-463.6530.64050		205.00
	650-466.0000.62040		2,532.00
	650-466.0000.62060		244.00
	650-466.0000.63006		789.65
	650-466.0000.66012		4,366.00
	650-466.3104.68400		6,783.67
	650-468.0000.67170		174.84
	650-468.0000.68380		41.56
		Fund 650 Total:	72,970.07
651 - RECLAIMED WATER CAPITAL - WWTP			
	651-463.3209.95500		9,274.13
	651-463.3213.90015		435,839.29
	651-463.6505.95520		2,105.00
		Fund 651 Total:	447,218.42
652 - RECLAIMED WATER CAPITAL - COLLECTOR			
	652-463.3214.95520		22,877.53
	652-463.3228.95520		15,368.25
	652-463.3230.95520		691.25
	652-463.3231.95520		3,139.60
	652-463.3234.95520		6,850.00
		Fund 652 Total:	48,926.63
700 - SANITATION			
	700-461.0000.65050		55.25
		Fund 700 Total:	55.25
750 - WATER OPERATING			
	750-462.0000.62320		446.78
	750-462.0000.63060		191.87
	750-462.0000.63110		110.70
	750-462.0000.63280		8,169.88
	750-462.0000.66012		2,531.00
	750-462.0000.67170		121.56
	750-462.0000.68360		450.00
	750-462.0000.91280		23,517.00
		Fund 750 Total:	35,538.79
753 - WATER CAPITAL			
	753-462.3224.95550		4,225.90
		Fund 753 Total:	4,225.90
		Report Total:	1,357,286.55

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECI

8/10/2023	\$154.60	93410 AT&T Long Distance	Pay Before Due Date
8/10/2023	\$541.22	93411 AT&T Mobility	Pay Before Due Date
8/10/2023	\$663.66	93412 AT&T Mobility	Pay Before Due Date
8/10/2023	\$83,462.78	93413 AVISTA Utilities	Pay Before Due Date
8/10/2023	\$22,986.89	93414 Idaho State Tax Commission	Pay Before Due Date
8/10/2023	\$489.16	93415 Post Falls Food Bank	Pay Before Due Date
8/10/2023	\$238.60	93416 Ricoh USA Inc.	Pay Before Due Date
8/10/2023	\$2,948.50	93417 Ross Point Water	Pay Before Due Date
8/16/2023	\$48,445.35	93426 AVISTA Utilities	Pay Before Due Date
8/16/2023	\$16.94	93427 Spectrum	Pay Before Due Date
8/16/2023	\$8.05	93428 Ziply Fiber	Pay Before Due Date
8/24/2023	\$1,221.80	93429 Idaho State Tax Commission	Pay Before Due Date
8/24/2023	\$77.51	93430 AT&T Long Distance	Pay Before Due Date
8/24/2023	\$1,028.00	93431 Kootenai County Solid Waste	Pay Before Due Date
8/24/2023	\$33.54	93432 Kootenai Electric	Pay Before Due Date
8/24/2023	\$737.43	93433 Ricoh USA Inc.	Pay Before Due Date
8/24/2023	\$543.65	93434 Verizon Wireless	Pay Before Due Date
8/24/2023	\$122.00	93435 Ziply Fiber	Pay Before Due Date
8/24/2023	\$122.00	93436 Ziply Fiber	Pay Before Due Date
8/24/2023	\$129.77	93437 Ziply Fiber	Pay Before Due Date
8/24/2023	\$84.98	93438 Ziply Fiber	Pay Before Due Date
8/24/2023	\$1,326.88	93439 Ziply Fiber	Pay Before Due Date
8/24/2023	\$122.00	93440 Ziply Fiber	Pay Before Due Date
	\$165,505.31		

K RUN 9.6.23

Various

650-463.0000.65030

650-466.0000.65030

Various

001-22095, 700-22095

001-22110

001-421.0000.66050

Various

Various

001-417.0000.63080

650-463.0000.65030

001-414.0000.62020

001-431.0000.65030

Various

001-443.0000.65021

Various

Various

008-426.0000.65031

008-426.0000.65031

650-463.0000.65030

001-445.0000.65030

008-426.0000.65031

008-426.0000.65031

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robbie Quinn, Parks Planner
SUBJECT: Cemetery Fence Construction

ITEM AND RECOMMENDED ACTION:

With the approval of the consent calendar, City Council authorizes the Mayor to sign the bid with CDN Fence Co. for the installation of a 6' chainlink fence along the eastern property line of the City Cemetery.

DISCUSSION:

The city is seeking council approval to install a 6' chainlink fence along the Cemetery's eastern property line for approximately 2,000 lineal feet. The City received 3 bids for the fence construction and CDN Fence Co. is the low-responsive bidder.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

08/16/23 - Cemetery Temporary Construction Easement

APPROVED OR DIRECTION GIVEN:

The council approved the previous item.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$51,946.00

BUDGET CODE:

001-442-0000.93140

ATTACHMENTS:

1. CDN Fence Bid_City of Post Falls

CDN FENCE CO

3602 WEST POLELINE AVE
POST FALLS, ID 83854

509.201.2548
CDNFENCE@YAHOO.COM

PROPOSAL

(Michael Zimmerman)

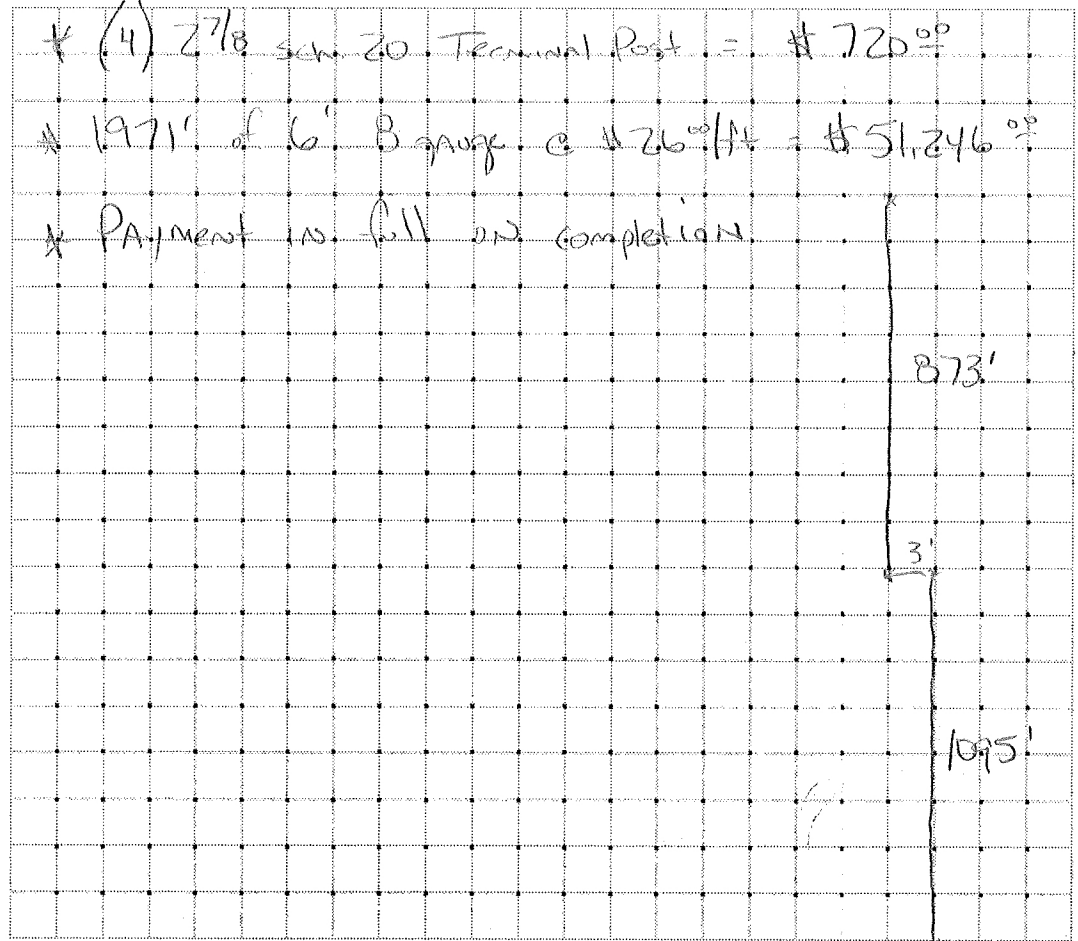
CUSTOMER City of Post Falls PHONE: 208-773-8147
ADDRESS 408 N Spokane Street DATE: 8-17-23
CITY Post Falls ID 83854 EMAIL: MZimmerman@PostFalls.gov
NOTES: * line to be cleared

LENGTH	HEIGHT
1971'	6'
WALK GATE	DRIVE GATE
None	None
STYLE	
Black Chainlink	

DIRT
☒ SPREAD
☐ PILE ON SITE
☐ HAUL AWAY

TEAR OUT
☐ YES ☒ NO
☐ HAUL AWAY
☐ YES ☒ NO

CONCRETE	2'
TO GRADE	Yes
POST SPACING	16' MAX
WIRE GAUGE	8 Gauge
TERMINAL POSTS	2 7/8 20WT
LINE POSTS	2 3/8 20WT
TOP RAIL	1 5/8 20WT
TENSION WIRE	☒ YES ☐ NO
BARBED WIRE	☐ YES ☒ NO



1/2 DOWN & PAYMENT IN FULL UPON COMPLETION

The undersigned customer, having advised CDN Fence Co., of the exact location in which the fence is to be installed, assumes full responsibility respecting said location and agrees to, at its sole cost and expense, defend and hold CDN Fence Co., harmless respecting said claims of encroachment, claims of damage to underground facilities, and/or any other claims brought on account of the work herein above described.

CUSTOMER AGREES TO PAY FOR SAID FENCE IN FULL UPON COMPLETION, Further, customer acknowledges and agrees that, in the event collection of customer's payment obligation hereunder is placed in the hands of an attorney, customer shall pay attorney's fees and court costs thereby necessitated. Bid is good for 30 days.

CUSTOMER RESPONSIBLE FOR PERMITS WHERE REQUESTED

CDN FENCE IS NOT TO BE HELD LIABLE FOR ANY DAMAGES TO UNDERGROUND SPRINKLER LINES/HEADS.

CDN FENCE IS NOT RESPONSIBLE FOR LOCATING SPRINKLER LINES/HEADS.

PRICE \$51,946.00 SALES TAX _____ TOTAL \$51,946.00	Approved & Accepted Date _____ Customer's Signature _____ Sales Representative <u>CRAIG Newinger</u> <table border="1"> <tr> <td>DEPOSIT</td> <td>REMAINING BALANCE</td> </tr> </table>	DEPOSIT	REMAINING BALANCE
DEPOSIT	REMAINING BALANCE		

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Ross Junkin, Maintenance Manager

SUBJECT: Purchase of Ice Slicer by the Streets Department

ITEM AND RECOMMENDED ACTION:

The Street Department requests authorization to purchase up to \$35,000.00 additional Ice Slicer (granular deicer) above the \$48k already purchased in FY23 from Envirotech Services Inc (located in Post Falls). This will support the City's snow and ice removal program.

DISCUSSION:

Currently, the price for this product is \$170/Ton (good through this summer). New pricing will come out after this summer, but it is expected to increase (we're hearing of an increase of \$10-\$20/Ton). This pricing reflects City staff hauling the material to our facility. To have the material delivered would add \$29/Ton to the price. Since the location of the material is only 2 miles away from the City Street Department, it makes sense to purchase from this from Envirotech as well as the City to do the hauling. Lastly, the new storage facility has been erected at the Streets Department specifically to house this type of product.

This type of purchase is planned to be an ongoing annual purchase.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$83,000 total (\$48k already purchased this FY). Unspent funds in the Street reconstruction budget will subsidize this purchase.

BUDGET CODE:

001-431.0000.68080 (Snow & Ice Removal)

ATTACHMENTS:

None

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Nancy Thurwachter, Planning Admin

SUBJECT: Haycrop Commercial Park Subdivision Master Development Agreement File No. SUBD-23-2

ITEM AND RECOMMENDED ACTION:

Review and approve the proposed MDA, for the Mayors Signature.

DISCUSSION:

Whipple Consulting Engineers has requested on behalf of the owner, Medalist Development Inc, to subdivide approximately 88 acres into 22 commercial lots within the Community Commercial Services (CCS) and Community Commercial Mixed (CCM) zoning designations.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

No

APPROVED OR DIRECTION GIVEN:

No

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

n/a

BUDGET CODE:

n/a

ATTACHMENTS:

1. Haycrop Applicant Signed

**MASTER DEVELOPMENT AGREEMENT
FOR
HAYCROP COMMERCIAL PARK SUBDIVISION
(File No. SUBD-23-2)**

The City of Post Falls, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and **Medalist Development, Inc. 4752 W Riverbend Ave., Post Falls, ID 83854**; hereinafter the "Developer", enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

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

- A. Developer owns approximately 88 acres of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a commercial subdivision, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Haycrop Commercial Park Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, File # SUBD-23-2, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit 1**.
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code §50-301.
- C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.
- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.

- E. City acknowledges that the Developer, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop **Haycrop Commercial Park Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning and Zoning Commission held a public hearing on **May 30, 2023**, and approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of Haycrop Commercial Park Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision were prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City, and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The factual and logical basis for the decision to approve the Project is contained within the Reasoned Decision adopted by the Planning and Zoning Commission.

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

1. Property and Term.

1.1 Property Subject to this Agreement

The Land is described as follows:

Parcel 1:

That portion of the Southwest Quarter of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho described as follows:

BEGINNING at the West quarter corner of said Section 19, from which the Southwest corner of said section bears South 01°01'59" West, a distance of 2,640.05 feet; thence South 88°55'52" East along the north line of said Southwest Quarter, a distance of 1,356.21 feet; thence

South 00°59'01" West, a distance of 1,189.76 feet, more or less, to the centerline of the Spokane International Railroad; thence

North 63°38'33" West along said centerline, a distance of 1,501.52 feet, more or less, to a point on the west line of said Southwest Quarter; thence

North 01°01'59" East along said west line, a distance of 548.34 feet, more or less, to the POINT OF BEGINNING. EXCEPT any portion lying within the rights-of-way of State Highway 41 and the Spokane International Railroad.

ALSO EXCEPT that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded December 15, 2009 as Instrument No. 2245262000, records of Kootenai County, Idaho.

ALSO EXCEPT that portion conveyed to the State of Idaho by Warranty Deed recorded March 26, 2020 as Instrument No. 2742719000, records of Kootenai County, Idaho.

Parcel 2:

A parcel of land being a portion of the South half of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at the South Quarter Corner of said Section 19 being a 2.5 inch zinc cap marked per CP&F Instrument Number 2550208000, Records of Kootenai County, from which the Southeast Section Corner bears South 89°18'14" East 2648.35 feet; thence along the East line of the Southwest Quarter of said Section 19, North 00°57'58" East 25.00 feet to the North Right-of-Way of Prairie Avenue being the True Point of Beginning; thence along the North Right-of-Way of said Prairie Avenue, North 88°29'43" West 1274.96 feet;

thence leaving said North Right-of-Way, North 00°59'04" East 758.03 feet;

thence South 88°36'08" East 1332.18 feet;

thence South 00°57'53" West 759.71 feet to the North Right-of-Way of said Prairie Avenue; thence along said North Right-of-Way, North 89°18'14" West 57.50 feet to the True Point of Beginning.

EXCEPT that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded September 22, 2022, as Instrument No. 2916123000 and re-recorded September 23, 2022, as Instrument No. 2916360000, records of Kootenai County, Idaho.

Parcel 3:

A parcel of land being a portion of the South half of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at the South Quarter Corner of said Section 19 being a 2.5 inch zinc cap marked per CP&F Instrument Number 2550208000, Records of Kootenai County, from which the Southeast Section Corner bears South 89°18'14" East 2648.35 feet; thence along the East line of the Southwest Quarter of said Section 19, North 00°57'568" East 25.00 feet to the North Right-of-Way of Prairie Avenue; thence along said North Right-of-Way, South 89°18'14" East 57.50 feet; thence leaving said North Right-of-Way, North 00°57'53" East 759.71 feet being the True Point of Beginning; thence North 88°36'08" West 1332.18 feet; thence North 00°59'04" East 622.11 feet to the southerly line of the Abandoned Railroad Right-of-Way, thence along the southerly line of said Abandoned Railroad Right-of-Way, South 63°38'41" East 1474.35 feet to the True Point of Beginning.

EXCEPT that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded September 22, 2022, as Instrument No. 2916123000 and re-recorded September 23, 2022, as Instrument No. 2916360000, records of Kootenai County, Idaho.

Parcel 4:

A parcel of land being a portion of the Southwest Quarter of Section 18, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows:

Commencing at the Center Section Corner of said Section 19 being a 2.5-inch aluminum cap marked per CP&F Instrument Number 2653611000, Records of Kootenai County, from which the East Quarter Corner bears South 88°55'41" East 2648.06 feet; thence along the North line of said Southwest Quarter, North 88°55'51" West 782.15 feet to the True Point of Beginning, thence leaving said East-West Center Section line, South 00°57'51" West 1251.41 feet; thence North 89°02'09" West 111.29 feet; thence South 26°21'27" West 57.06 feet to the northerly line of the Abandoned Railroad Right-of-Way; ; thence along the northerly line of said Abandoned Railroad Right-of-Way, North 63°38'41" West 394.68 feet; thence North 00°59'04" East 1134.62 feet to the North line of said Southwest Quarter; thence along said North line, South 88°55'51" East 491.92 feet to the True Point of Beginning.

Parcel 5:

A parcel of land being a portion of the Southwest Quarter of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, idaho, and more particularly described as follows:

Commencing at the Center Section Corner of said Section 19 being a 2.5 inch aluminum cap marked per CP&F Instrument Number 2653611000, Records of Kootenai County, from which the East Quarter Corner bears South 88°55'41" East 2648.06 feet; thence along the North line of Southwest Quarter of said Section 19, North 88°55'51" West 382.15 feet to the True Point of Beginning; thence leaving the North line of said Southwest Quarter, South 00°57'51" West 1250.68 feet; thence North 89°02'09" West 400.00 feet; thence North 00°57'51" East 1251.41 feet to the North line of said Southwest Quarter; thence along said North line, South 88°55'51" East 400.00 feet to the True Point of Beginning.

Parcel 6:

A parcel of land being a portion of the South half of Section 19, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, and more particularly described as follows: '

Beginning at the Center Section Corner of said Section 19 being a 2.5 inch aluminum cap marked per CP&F Instrument Number 2653611000, Records of Kootenai County, from which the East Quarter Corner bears South 88°55'41" East 2648.06 feet;

thence along the North line of the Southeast Quarter of said Section 19, South 88°55'41" East 57.44 feet; thence leaving the North line of said Southeast Quarter, South 00°57'53" West 1274.89 feet;

thence North 72°37'35" West 88.56 feet;

thence North 89°02'09" West 354.62 feet;

thence North 00°57'51" East 1250.68 feet to the North line of the Southwest Quarter of said Section 19;

thence along the North line of said Southwest Quarter, South 88°55'51" East 382.15 feet to the Point of Beginning.

EXCEPT that portion conveyed to the City of Post Falls by Grant of Right-of-Way recorded November 17, 2022 as Instrument No. 2921961000, records of Kootenai County, Idaho.

1.2 Term

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

2. Project Regulations and Policies

2.1. Project Development

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

2.1.1. Existing Approvals

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

2.1.2. Future Application

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

2.1.3 Fees

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

2.2. Project is a Private Undertaking

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

2.3 Hold Harmless

Developer hereby agrees to and shall hold City harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property

damage which may arise from the Developer's development of the Project, excepting claims and causes of actions brought by the Developer for default of this Agreement or those arising from the negligence or willful misconduct of the City.

3. City's Good Faith in Processing

3.1 Processing

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

3.2 Permits

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

4. Notices, Demands and Communications Among the Parties

4.1 Notice

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

DEVELOPER
Medalist Development, Inc.
4752 W. Riverbend Ave.
Post Falls, ID 83854

CITY
Mayor
408 Spokane Street
Post Falls, Idaho 83854

5. Default, Remedies, Termination, and Review

5.1 General Provisions

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

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

5.2 Applicable Law/Attorneys' Fees.

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

5.3 Termination for Unforeseen Circumstances

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

6. Subsequent Laws as Superseding Terms

6.1. Supersedure by Subsequent Laws

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

7. Mortgagee Protection; Certain Rights of Cure

7.1 Mortgagee Protection

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

7.2 Mortgagee Not Obligated

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

7.3 Notice of Default to Mortgagee

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

8. Transfers and Assignments

8.1 Right to Assign

Developer shall have the right to sell, assign or transfer this Agreement, and all of its rights, duties and obligations hereunder, to any entity during the Term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Agreement be at any time so transferred or assigned except through a

transfer of Developer's interest in the Property, or portion thereof transferred. This right to assign or transfer shall not compromise the rights of the City to require surety to assure completion of Developer's obligations established hereby or by law.

8.2 Release Upon Transfer

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

9. Covenants Run with The Land

9.1

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

9.2 Maintenance of Common Area Landscaping

The Developer shall establish a Homeowner's Association to provide for the maintenance of the common area landscaping, including any common areas fronting the roads (as identified within the Findings of Fact and Conclusions and or upon the face of the recorded plat). The Homeowner's Association shall be solely responsible for all landscaping maintenance including routine weeding, mowing, watering, trimming, planting and all normal activities required to sustain attractive healthy plants and plantings in a landscaped environment. This responsibility includes the costs for snow removal along sidewalks and asphalt trails; along with maintenance of the irrigation system, providing water, replacing shrubs, sod, trees and other plants as required to keep the landscaped areas attractive and healthy. Developer agrees that in the event that the Homeowner's Association fails to meet its obligation under this provision that the City is authorized to contract to provide the maintenance services and to assess the cost of such maintenance and water fees to the

property owners within the subdivision. This obligation shall be ongoing and constitute a consensual perpetual lien upon the property within the subdivision.

10. General Provisions

10.1 No Joint Venture or Partnership

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

10.2 Severability

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

10.3 Entire Agreement

This Agreement is executed in one original and consists of **twenty-five (25)** pages, including the Recitals and 2 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

Exhibit 1: General Site Plan of Record (Exhibit A-3, File No. SUBD-23-2, Post Falls Community Development Department records)

Exhibit 2: Reasoned Decision, Haycrop Commercial Park Subdivision

10.4 Completion of Performance

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

10.5 Force Majeure

Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions) or other causes beyond such party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years.

10.6 Estoppel Certificate

Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended,

identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor or City Administrator shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

10.7 Duty to Record

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

Executed this ____ day of _____, 20__.

By: CITY OF POST FALLS, a Municipal Corporation

Ronald G Jacobson, Mayor

Shannon Howard, City Clerk

By: Owner

Medalist Development, Inc.



Taggart Jacklin, President

ACKNOWLEDGMENT

STATE OF IDAHO)

:ss

County of Kootenai)

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

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

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

ACKNOWLEDGMENT

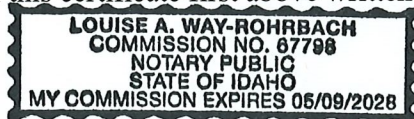
STATE OF Idaho)

:SS

County of Kootenai)

On this 17 day of August, 2023 before me, a Notary for the State of Idaho, personally appeared **Taggart Jacklin**, known, or identified to me to be **President of Medalist Development, Inc.**, and the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Medalist Development, Inc.** and that the entity authorized him to execute the same on its behalf.

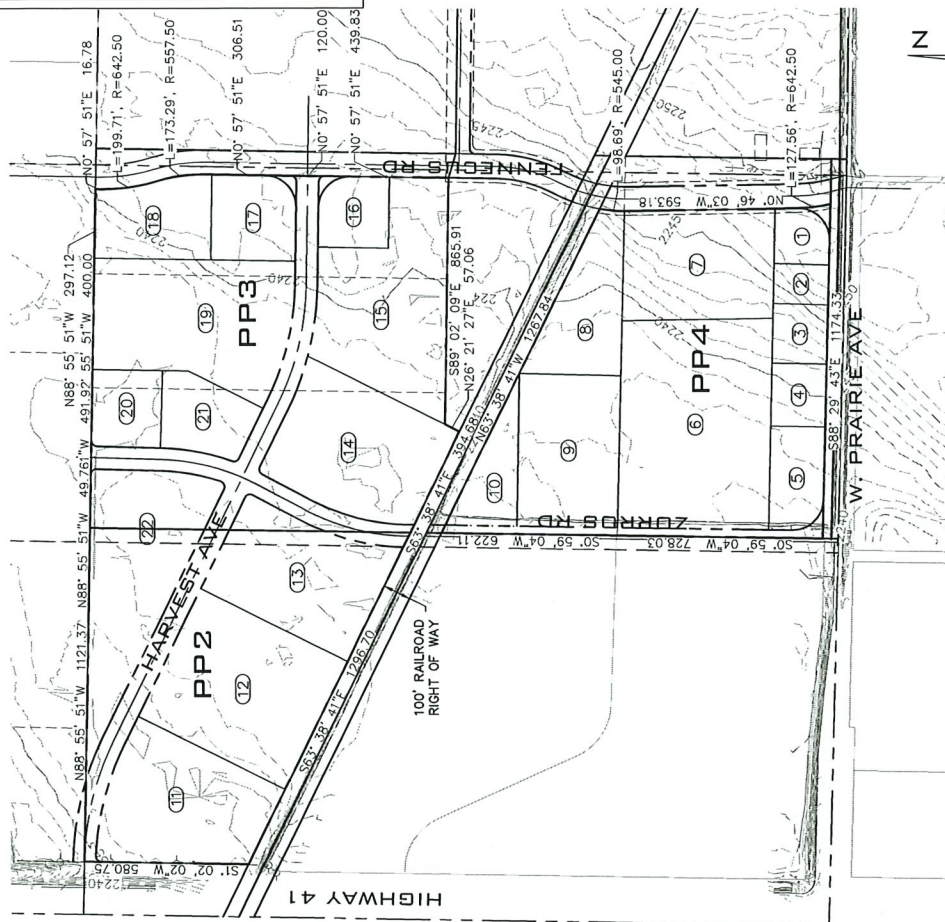
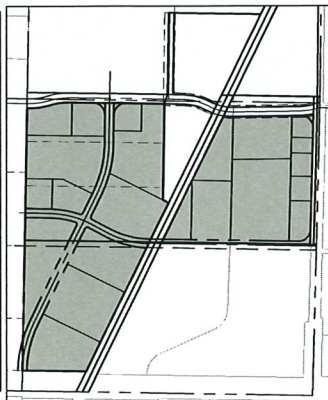
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.



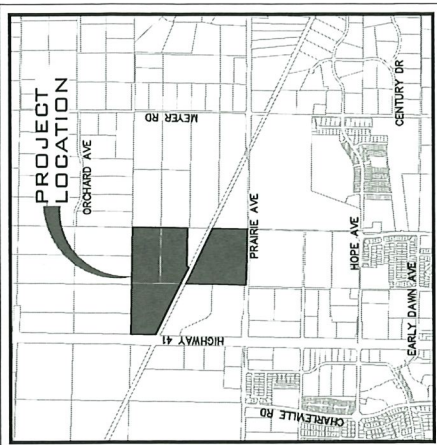
Louise A. Way-Rohrbach
Notary Public for the State of Idaho
Residing at: Boise Falls
Commission Expires: May 9, 2028

PRELIMINARY PLAT HAYCROP COMMERCIAL PARK LOCATED IN A PORTION OF THE SW 1/4, SEC 19, T 51 N, R 04 W, B.M. KOOTENAI COUNTY, ID

SITE DATA	
PARCEL NUMBER	51N04W-19-7100 51N04W-19-6900 51N04W-19-4800 51N04W-19-5000 51N04W-19-5200 P-0000-019-5400
ZONING	CCS
ZONING	CCM
PROJECT AREA	AC 3,786,958.80 86.94
NUMBER OF LOTS	22
AREA OF LOTS	3,452,308.14 79.25
AREA OF RIGHT OF WAY	3,786,936.80 86.94
MIN LOT AREA	27,366.76 0.63
MAX LOT AREA	392,765.17 9.02



VICINITY MAP



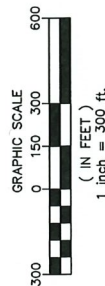
SHEET INDEX

PP1	PRELIMINARY PLAT COVER SHEET
PP2	PRELIMINARY PLAT NW SECTION
PP3	PRELIMINARY PLAT NE SECTION
PP4	PRELIMINARY PLAT SOUTH SECTION

ENGINEER/CONTACT
WHIPPLE CONSULTING ENGINEERS
21 SOUTH PINES
SPOKANE VALLEY, WA 99208
PHONE: 893-2617
CONTACT: RAYMOND D KIMBALL, P.E.

SURVEYOR

WHIPPLE CONSULTING ENGINEERS 21
SOUTH PINES
SPOKANE VALLEY, WA 99208 PHONE:
893-2617
CONTACT: RAYMOND D KIMBALL, P.L.S.
OWNER/DEVELOPER
MEDALIST DEVELOPMENT
4752 W RIVERBEND AVE
POST FALLS, ID 83854



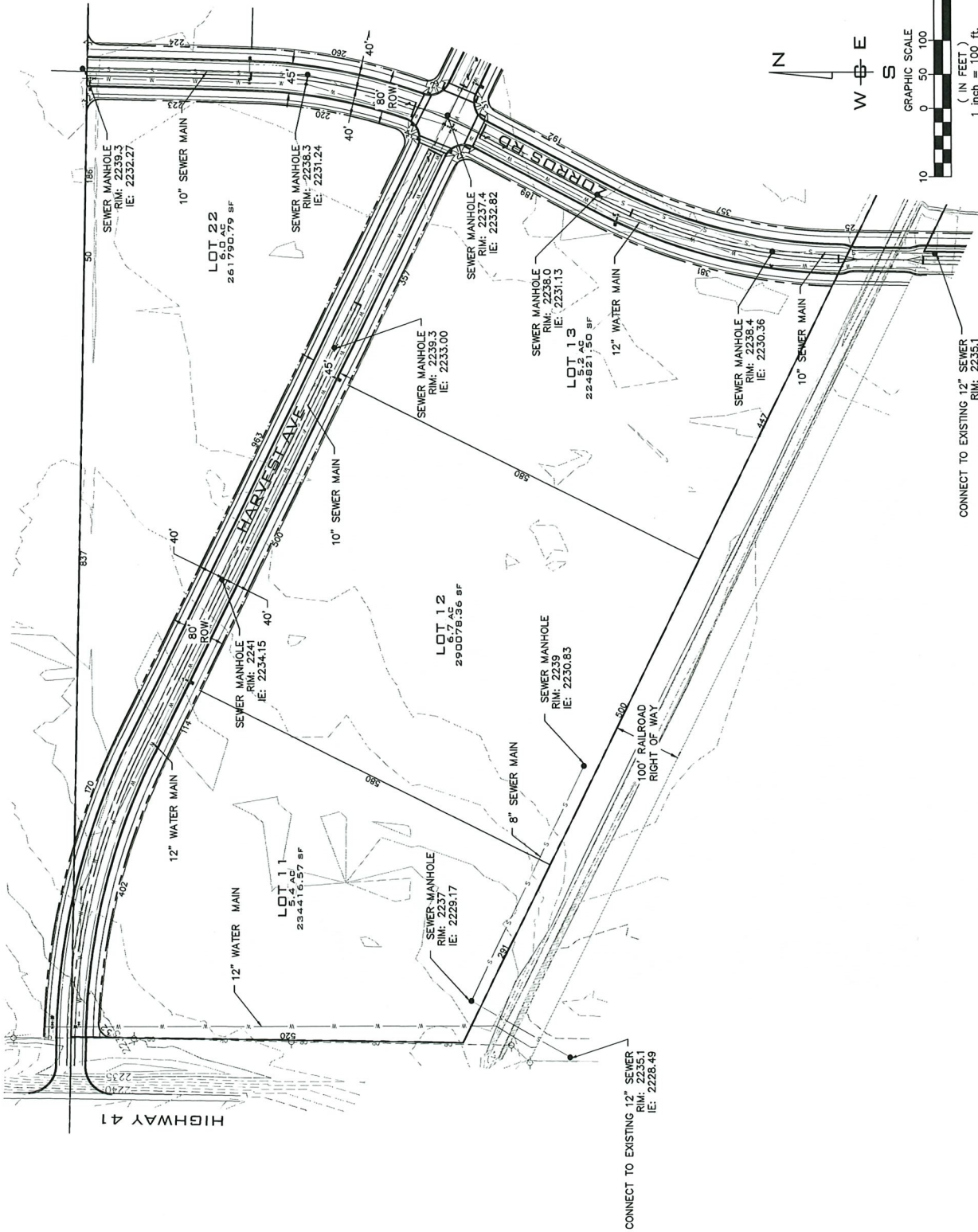
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SURVEYING	TRAFFIC	DATE: 02/15/23
PLANNING	LANDSCAPE	DRAWN: SLS
OTHER		REVIEWED: RDK

SCALE:	PROJ #:
HORIZONTAL:	DATE:
VERTICAL:	DRAWN:
	REVIEWED:

NAVD - 88
NGS R-352: FOUND 3" BRASS CAP (SV0827)
ELEVATION: 2142.19

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL THE SERVICE DAYS
BEFORE YOU DIG

SW 1/4, SEC. 19, T. 51 N., R. 04 W., B. M.



GRAPHIC SCALE
0 50 100 200
(IN FEET)
1 inch = 100 ft.

N
W E S

PROFESSIONAL ENGINEER
REGISTERED
11617
STATE OF
IDAHO
RAYMOND D.

SHEET
PP2
JOB NUMBER
22-3385

HAYCROP COMMERCIAL PARK
PRELIM. PLAT NW SECTION
PRAIRIE AVE & HIGHWAY 41
POST FALLS, ID

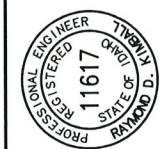
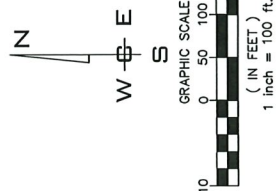
WCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-493-2617 FAX: 509-509-0227

CIVIL	STRUCTURAL	22-3385
SURVEYING	TRAFFIC	DATE:
PLANNING	LANDSCAPE	DRAWN: SLS
OTHER		REVIEWED: RDK

SCALE:
HORIZONTAL: 1"=100'
VERTICAL: N/A

PROJ #: 22-3385
DATE:
DRAWN: SLS
REVIEWED: RDK

NAV D - 88
NGS R-352: FOUND 3" BRASS CAP (S0627)
ELEVATION: 2142.19



**HAYCROP COMMERCIAL PARK
PRELIM. PLAT NW SECTION
PRAIRIE AVE & HIGHWAY 41
POST FALLS, ID**

AWCE
WHIPPLE CONSULTING ENGINEERS
21 S. PINES ROAD
SPOKANE VALLEY, WA 99206
PH: 509-693-2617 FAX: 509-926-0227

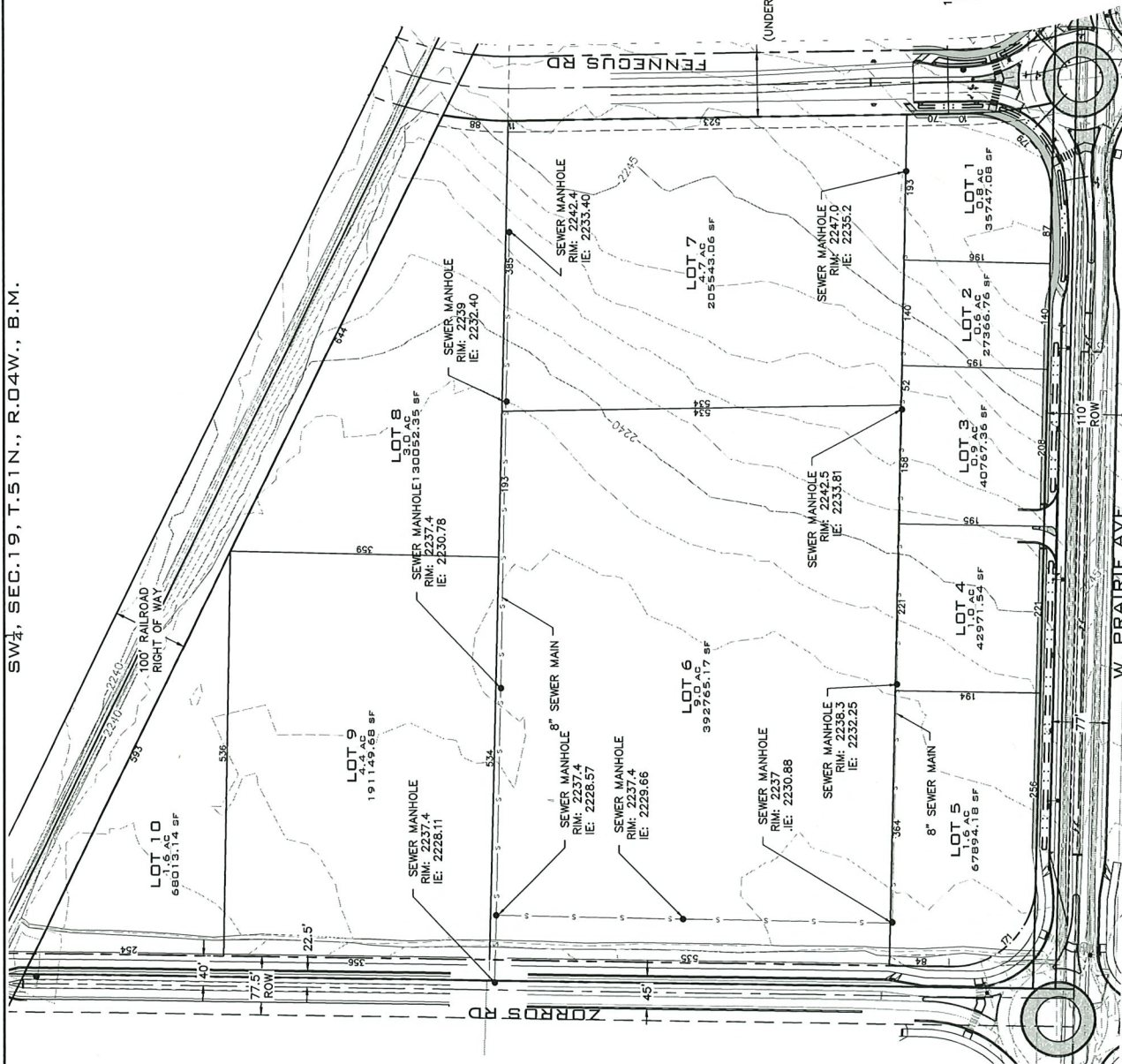
SCALE:	HORIZONTAL:	1"= 100'
	VERTICAL:	N/A
	PROJ #:	22-3385
	DATE:	
	DRAWN:	SLS
	REVIEWED:	RDk
		CIVIL
		STRUCTURAL
		SURVEYING
		TRAFFIC
		☒ PLANNING
		LANDSCAPE
		OTHER

NAVJAG - 88

NGS R-352: FOUND 3" BRASS CAP (SV0627)
ELEVATION: 2142.19

UNDERGROUND SERVICE ALERT
 ONE-CALL NUMBER
811
 CALL TWO BUSINESS DAYS
 BEFORE YOU DIG

SW₄, SEC.19, T.51N., R.04W., B.M.



SHEET
 PP4

JOB NUMBER
 22-3385

HAYCROP COMMERCIAL PARK
PRELIM. PLAT SOUTH SECTION
PRAIRIE AVE & HIGHWAY 41
POST FALLS, ID

WCE
 WHIPPLE CONSULTING ENGINEERS
 21 S. PINE ROAD
 SPOKANE VALLEY, WA 99088
 PH: 509-893-2617 FAX: 509-896-0227

CIVIL	PROJ #:	22-3385
STRUCTURAL	DATE:	
SURVEYING	DRAWN:	SLS
TRAFFIC	REVIEWED:	RDK
PLANNING		
LANDSCAPE		
OTHER		

SCALE:
 HORIZONTAL: 1"=100'
 VERTICAL: N/A

NAVD - 88
 NGS R-352: FOUND 3" BRASS CAP (SV0827)
 ELEVATION: 2142.19

WCE WORK\2022 WCE PROJECTS\2022-3385 JACKLIN- 41 PHASE 2\DWG\3385-PLAT.DWG PLOT DATE: 03/03/23

**Haycrop Commercial Park Subdivision
File No. SUBD-23-2
Planning and Zoning Commission
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Whipple Consulting Engineers

LOCATION: Generally located north of Prairie Ave and east of Highway 41.

REQUEST: Subdividing approximately 88 acres into 22 commercial lots within the Community Commercial Services (CCS) and Community Commercial Mixed (CCM) zoning districts. As depicted Exhibit A-3.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Preliminary Plan
4. A-4 Legal
5. A-5 Will Serve
6. A-7 Title Report
7. A-9 Phasing Plan
8. S-1 Vicinity Map
9. S-2 Zoning Map
10. S-3 Future Land Use Map
11. PA-1 YPL Comments
12. PA-2 KCFR Comments
13. PA-3 ITD Comments
14. PZ Staff Report
15. Testimony at the May 30, 2023, Planning and Zoning Commission ("Commission") hearing including:

The Planning and Zoning Commission (hereinafter "Commission") heard the request at a public hearing, the hearing was in-person and live-streamed on the City of Post Falls YouTube Channel. The request was for the Commission to review the request to subdivide approximately 88 acres into 22 commercial lots within the Community Commercial Services (CCS) and Community Commercial Mixed (CCM) zoning designations (SUBD-23-2). The request is evaluated under the standards of Post Falls Municipal Code ("PFMC") § 17.12.060.

Ethan Porter, Associate Planner

Mr. Porter presented the staff report to the Commission. He testified that the owner of the property is Medalist Development Inc. represented by the Applicant, Whipple Consulting Engineers. He testified that the applicant seeks to subdivide approximately 88 acres into 22 commercial lots within the Community Commercial Services (CCS) and Community Commercial Mixed (CCM) zoning designations.

Mr. Porter explained that the property is generally located east of Highway 41, north of W. Prairie Ave., west of Fennecus, and east of Zorros, where the current land use is vacant. He testified that

Ross Point Water District will provide the water, the applicant provided a will-serve letter, and wastewater services will be provided by the city of Post Falls.

Mr. Porter testified regarding the surrounding uses, explaining that the northwest of the property has Community Commercial Services and Community Commercial Mix zoning to the east. He testified that the west side of Highway 41 is a Technology Mix Zone with some residential zoning as well.

Mr. Porter illustrated the four proposed phases of the subdivision plan, with Fennecus and Zorros being 2 points of access off of Prairie Ave and Harvest Ave. going west and east towards the northern side coming off Highway 41. He testified that the smallest lot would be 0.63 acres and the largest at 9.02 acres.

Mr. Porter testified regarding the first review criteria, stating again that Ross Point Water District will provide water, and the applicant has submitted a will-serve letter. As to the second criteria, he stated that the city has sufficient capacity for the proposed uses and it is in conformance with the city's water reclamation master plan. He stated that a surcharge will be applied south of Harvest Ave. to the 12th Avenue Lift station in phases 1 and phase 4 will not be included in this surcharge. As to the third review criteria, he explained that the subdivision and proposed layout streets are consistent with the transportation element of the comprehensive plan. He testified that the plan includes a future traffic signal at the intersection of Harvest Ave. and Highway 41. He testified that the minor collector roadways are Zorros Road and Harvest Avenue, and Fennecus is a Major Collector roadway.

Mr. Porter testified regarding the fourth review criteria, stating that the site is located over the Rathdrum prairie aquifer, and at this time, no known soil or topographical conditions have been identified as hazards. Regarding the fifth review criteria, he attested that the subdivision's proposed lots and layout comply with the build and placement standards for the Community Commercial Services (CCS) zoning district and that the approved development agreement will follow the Community Commercial Mix zone. Finally, as to the last review criteria, he testified that impact fees and building permits would be assessed and collected on individual building permits to mitigate the off-site impacts to parks, fire, EMS, public safety, multi-modal pathways, and streets.

Mr. Porter listed the agencies notified and shared that Yellowstone Pipeline responded with no comment, Kootenai County Fire and Rescue reserved comments for the city's permitting review process, and Idaho Transportation Department (ITD) stated that Harvest has not been approved for access and will need to apply for access requiring a transportation impact study.

Mr. Porter testified to some changes and considerations of the conditions outlined in the staff report. He stated that condition 4 would change from "The project is responsible for one-half of the costs of the future traffic signal at Harvest Ave/SH 41, at the time of site development west of Zorros Rd." to "A traffic signal warrant analysis will be required prior to the installation of the traffic signal. The developer is being required to "cash-out" 50% of the estimated cost for installing a traffic signal at the intersection. The timing of the signal will be dependent upon the intensity of the development (traffic volumes) and coordinated with ITD as a project with the City or other future developer (Junction project on the west side of SH 41)" to provide more clarity. He stated that condition 15 should be removed as it is stated elsewhere in another agreement, the annexation agreement. Lastly, condition 18 should be modified to include "excludes Prairie Trail."

Rob Palus, Assistant City Engineer

Mr. Palus explained ITD's comment regarding Harvest Avenue's access approval. He testified that the intersection with Harvest and Highway 41 has been identified in the Highway 41 Corridor Master Plan and has been examined with a traffic study done for an adjacent project on the northeast corner of Prairie and Highway 41, Prairie Crossing. It is also being reviewed with a traffic study on the west side of Highway 41 across from Harvest. After these reviews, ITD has identified this intersection for a traffic signal. Before Harvest connecting to Highway 41, ITD requires an encroachment permit

where a traffic study will verify when that signal needs to go in or if it is warranted. If not warranted, the configuration of this intersection would need to be determined.

In response to a question regarding the 12th Street lift station surcharge, Mr. Palus explained that a surcharge would be applied to phases 1, 2, and 3 and a separate surcharge for phase 4. He testified that a sewer study was done about a year ago and revealed sufficient capacity to handle areas 1-3 in the Highway 41 line. Phase 4, on the other hand, would have to go through the Meyer alternative line, a pipe that has not been constructed south of Prairie Avenue. The surcharge for phases 1, 2, and 3 would help pay for the force mains associated with the 12th Avenue lift station. Once sewer is made available, the phase 4 surcharge would be paid for the 12th avenue lift station and the Meyer alternative sewer line. Therefore, the surcharges will be more significant for phase 4 than for phases 1-3.

Mr. Palus elaborated that the conceptual plan shows that phases 1-3 all flow to the southwest towards Highway 41 and Prairie intersection. An additional line is shown as a dry line to allow phase 4 and any other development to the north and east to utilize the Meyer Alternative Line in accordance with the Water Reclamation Master Plan.

Todd Whipple, Whipple Consulting Engineers, Applicant

Mr. Whipple testified that it is a large subdivision of 88 acres with only 22 commercial lots since commercial lots require bigger roads, larger lots, and different types of connectivity. He stated that the project site is at the northeast corner of Highway 41 and Prairie Ave. He testified that the project utilizes existing zone designations of CCM and CCS, where all proposed uses will be consistent with these zones.

Mr. Whipple illustrates the size of this subdivision. He explains that the layout has small lots along Prairie Ave. with conditions that there cannot be direct access onto Prairie from them. Instead, secondary access must be off Zorros, Fennecus, or some other part of the commercial subdivision. He testified that almost all roads are either minor, major, or arterial-level collectors. Large lot subdivisions may have some internal, local-looking roads. Still, they will all lead out to the collectors, following the transportation plan.

Mr. Whipple testified that the Ross Point Water District would provide water and that the city of Post Falls would provide sewer, following the provisions detailed by Mr. Palus. He testified that the proposed streets include Zorros, Fennecus, Harvest, and Prairie. Prairie Avenue is an existing road with frontage improvements only, Fennecus is partially constructed, and Prairie will be constructed this summer, and all are consistent with the transportation plan. Mr. Whipple illustrated the higher order of roads where the collectors, Zorros, Fennecus, and Harvest, collect and divert traffic to the principal arterials, Highway 41 and Prairie Avenue.

Mr. Whipple testified that as a larger subdivision project, it has the capacity for higher traffic volumes. As such, the proposal includes three roundabouts at Fennecus and Prairie (2023), Fennecus and Harvest (2023), and Zorros and Prairie (2024) with a future traffic signal at Harvest and Highway 41 when the signal warrants are met.

Mr. Whipple testified that the project site is valley gravel with free-draining soil mixed with loose gravel with no known conditions incompatible with the proposed CCM and CCS zoning.

Mr. Whipple reiterated the conditions to be modified as explained by Mr. Porter. He stated their agreement with staff to modify condition 4 to better align with the ITD's process, remove condition 14, and add language to exclude Prairie Trail from condition 18.

In response to questions from the Commission, Mr. Whipple stated that the distance between Highway 41 and Zorros was about a quarter mile and Harvest and Fennecus at the half mile.

Public Testimony:

The Chair opened the hearing for public testimony.

Mark Hughes

Mr. Hughes testified in favor of the project, stating that he had previously agreed to an easement for the Jacklin's to bring water to the site through his property. He trusts the development of the Jacklin's and looks forward to this project's development.

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

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

- C1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.**

The Commission determines that Ross Point Water District will provide water service to the project and has adequate capacity to provide service to the project as proposed.

- C2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.**

The Commission determines that the city of Post Falls has adequate capacity to provide sewer service to the subdivision as proposed.

Properties south of the proposed Harvest Ave. will utilize existing infrastructure and infrastructure currently approved and under construction. In addition to standard Sewer CAP Fees, these properties are subject to and will be charged a sanitary sewer surcharge for the 12th Avenue Lift Station / Forcemain at the time of building permit issuance. The City system has capacity and is willing to serve this area.

Properties north of the proposed Harvest Ave. will utilize a future sewer main that needs to be extended from SH41 along Horsehaven Ave. And then to the site along Fennecus St. In addition to standard Sewer CAP Fees, these properties are subject to and will be charged a sanitary sewer surcharge for the 12th Avenue Lift Station / Forcemain and the Meyer South Alternative sanitary sewer surcharge. The city will collect Sewer CAP Fees and surcharges at the time of building permit issuance. Building permits for Properties north of Harvest Ave cannot be issued until the Meyer South Alternative has been constructed.

- C3. Proposed streets are consistent with the transportation element of the comprehensive plan.**

The Commission determines that the subdivision and proposed layout are consistent with the City's Transportation Master Plan and Design Standards.

Zorros Rd. and Harvest Ave. are designed and constructed as minor Collector roadways, and Fennecus a Major Collector. Additionally, the subdivision is located off of the principal arterials, Highway 41 and Prairie Ave. As such, the Commission finds that the roads are designed to be larger than typical residential roadways, making them capable of handling greater traffic volumes. They also determine that the three proposed roundabouts and future traffic signal at Harvest and Highway 41, when signal warrants are met, will comply with the master plan and help facilitate the

safety and flow of traffic.

Roadways, storm drainage management, roadway illumination, ADA ramps, and roadway markings/signs shall comply with City Standards with final design and construction.

Frontage development along SH41 shall include installation and irrigation of turf between the SH41 trail and roadway shoulder. Common Frontage along Prairie Ave shall be landscaped and irrigated. A Business Owners Association will be responsible for the irrigation and maintenance of the landscaping, including snow removal from the trail sections.

- C4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.**

The Commission determined that no testimony or evidence was presented that identified any soil or topographical conditions as presenting hazards.

- C5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.**

The Commission determines that the subdivision and proposed lots conform to Title 17 and Title 18 requirements for the Community Commercial Services (CCS) and the Community Commercial Mixed (CCM) zoning districts. The uses allowed in the CCS zone will be permitted consistent with PPMC 18.20.030 Land Use Table, while the uses in the CCM zone shall be consistent with the current Development Agreement for that area.

- C6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.**

The Commission determines that impact fees, lift station fees, and surcharge fees will be assessed on individual building permits to mitigate the off-site impacts to parks, fire, EMS, public safety, multi-modal pathways, and streets.

- C7. Additional Recommended Conditions necessary to ensure compliance with the adopted standards:**

The Commission decides that the requested subdivision can meet the city's standards. However, certain conditions will need to be completed to meet the criteria. Those conditions, 1-17 listed below, when imposed, will ensure that the six criteria found in PPMC 17.12.060.H are met. Based upon the presentations made to the Commission at a properly noticed public hearing, the record compiled in this matter, the applicant must meet the following conditions:

1. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
3. The proposed subdivision may be constructed in phases.

4. A traffic signal warrant analysis will be required prior to the installation of the traffic signal. The developer is being required to "cash-out" 50% of the estimated cost for installing a traffic signal at the intersection. The timing of the signal will be dependent upon the intensity of the development (traffic volumes) and coordinated with ITD as a project with the City or other future developer (Junction project on the west side of SH 41).
5. Building permits for property north of Harvest Ave will not be issued until the Meyer Alternative South Sewer Main has been constructed to SH41.
6. Properties north of Harvest Ave. will be assessed sewer surcharges, in addition to standard sewer CAP fees, for the 12th Ave. Lift Station / Forcemain and Meyer Line; based on the current fees in place at the time of building permit issuance.
7. Properties south of Harvest Ave. will be assessed a sewer surcharges, in addition to standard sewer CAP fees, for 12th Ave. Lift Station / Forcemain; based on the current fee in place at the time of building permit issuance.
8. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision. Coordinate Irrigation of frontages with the Post Falls Urban Forester.
9. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflect the general ability to provide service. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
10. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
11. Direct access from Lots 1-5 to Prairie Ave shall be prohibited on the face of the plat, excepting the allowance for one ¾ turn access near the common property lines of Lots 3 and 4
12. A shared access agreement shall be included on the face of the plat for Lots 1 thru 9.
13. Industry Lane shall be extended, or a common drive provided, from Zorros Rd. To Fennecus Rd that is located along the common lot line between Lots 6 thru 9.
14. Direct access from Lot 11 to SH41 shall be prohibited on the face of the plat.
15. Connections from proposed lots 8-14 to the Prairie Trail would be determined at the time of site plan review for each lot, by the City. If a trail connection is required by the City or requested

REASONED DECISION

and approved during site plan review, the property owner shall grant an appropriate access easement to the City of Post Falls at that time.

16. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction on adjacent lots. The Urban Forester shall be notified prior to planting.
17. A Business Association shall be formed to maintain the common right-of-way frontage along Prairie Avenue, SH41 and the roundabout within the Harvest / Fennecus Roundabout. Maintenance shall include all landscaping, irrigation, and removal of snow from sidewalks and trails, excluding the Prairie Trail.

D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:

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

E. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

SUBD-23-2: Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, Haycrop Commercial Park Subdivision, SUBD-23-2, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

Approved by the Planning and Zoning Commission on

8/8/23
Date

James [Signature]
Chairman

[Signature]
Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Millsap Landings Subdivision Master Development Agreement File No. SUB-22-16

ITEM AND RECOMMENDED ACTION:

Review and approve the submitted Millsap Landings Subdivision File No. SUB-22-16 applicant signed MDA.

DISCUSSION:

Whipple Engineering has requested, on behalf of Wild Horse Investments, the property owner, approval to subdivide approximately 5-acres into a total of 18 lots within the City of Post Falls with a zoning request of Single Family Residential (R-1).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The Annexation went before City Council on June 15, 2023.

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission approved the Subdivision Reasoned Decision on May 9th, 2023.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Millsap MDA signed

**MASTER DEVELOPMENT AGREEMENT
FOR
MILLSAP LANDINGS SUBDIVISION
(File No. SUBD-22-16)**

The City of Post Falls, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and **Wild Horse Investments, LLC, 14899 W. Stub Ave., Rathdrum, ID 83858, an Idaho Limited Liability Company**; hereinafter the "Developer", enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

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

- A.** Developer owns approximately **4.88 acres** of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a residential subdivision, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Millsap Landing Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, File #SUBD-22-16, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit 1**.
- B.** In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code §50-301.
- C.** Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.

- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- E. City acknowledges that the Developer, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop **Millsap Landing Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning and Zoning Commission held a public hearing on **April 11, 2023, and** approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of Millsap Landing Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision were prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City, and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The factual and

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

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

1. Property and Term.

1.1 Property Subject to this Agreement

The Land is described as follows:

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PARCEL BEING LOT 1, BLOCK 3 PER THE PLAT OF EXPO AT POST FALLS AS RECORDED IN BOOK "L" OF PLATS AT PAGE 352, RECORDS OF KOOTENAI COUNTY, IDAHO.

SAID PARCEL CONTAINING 2.252 ACRES, MORE OR LESS.

1.2 Term

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

2. Project Regulations and Policies

2.1 Project Development

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

2.1.1 Existing Approvals

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

2.1.2 Future Application

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

2.1.3 Fees

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

2.2 Project is a Private Undertaking

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

2.3 Hold Harmless

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

3. City's Good Faith in Processing

3.1 Processing

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

3.2 Permits

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

4. Notices, Demands and Communications Among the Parties

4.1 Notice

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

Developer/Owner

**Wild Horse Investments, LLC
14899 W. Stub Ave.
Rathdrum, ID 83858**

CITY

**Mayor
408 Spokane Street
Post Falls, Idaho 83854**

5. Default, Remedies, Termination, and Review

5.1 General Provisions

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

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

5.2 Applicable Law/Attorneys' Fees.

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

5.3 Termination for Unforeseen Circumstances

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

6. Subsequent Laws as Superseding Terms

6.1 Supersedure by Subsequent Laws

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

7. Mortgagee Protection; Certain Rights of Cure

7.1 Mortgagee Protection

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

7.2 Mortgagee Not Obligated

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

7.3 Notice of Default to Mortgagee

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

8. Transfers and Assignments

8.1 Right to Assign

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

8.2 Release Upon Transfer

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

9. Covenants Run with The Land

9.1

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

9.2 Maintenance of Common Area Landscaping

The Developer shall establish a Homeowner's Association to provide for the maintenance of the common area landscaping, including any common areas fronting the roads (as identified within the Findings of Fact and Conclusions and or upon the face of the recorded plat). The Homeowner's Association shall be solely responsible for all landscaping maintenance including routine weeding, mowing, watering, trimming, planting and all

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

10. General Provisions

10.1 No Joint Venture or Partnership

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

10.2 Severability

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

10.3 Entire Agreement

This Agreement is executed in one original and 'consists of eighteen (18) pages, including the Recitals and 2 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

Exhibit 1: General Site Plan of Record, File No. SUBD-22-16, Post Falls Community Development Department records

Exhibit 2: Reasoned Decision, Millsap Landing Subdivision

10.4 Completion of Performance

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

10.5 Force Majeure

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

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

10.6 Estoppel Certificate

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

10.7 Duty to Record

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

Executed this ____ day of _____, 20__.

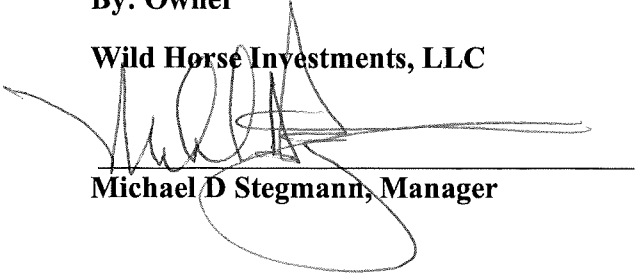
By: CITY OF POST FALLS, a Municipal Corporation

Ronald G Jacobson, Mayor

Shannon Howard, City Clerk

By: Owner

Wild Horse Investments, LLC



Michael D Stegmann, Manager

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

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

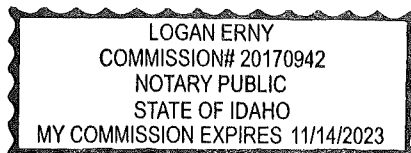
Notary Public for the state of Idaho
Residing at: _____
Commission Expires: _____

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

On this 28th day of August, 2023, before me, a Notary for the State of IDAHO, personally appeared **Michael D Stegmann** known, or identified to me to be **Manager of Wild Horse Investments, LLC**, and the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Wild Horse Investments, LLC** and that the entity authorized him to execute the same on its behalf.

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



[Signature]
Notary Public for the State of IDAHO
Residing at: Post Falls
Commission Expires: 11/14/2023

**Millsap Landing Subdivision
File No. SUBD-22-16
Planning and Zoning Commission
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Whipple Engineering

LOCATION: Generally located south of E. Bogie Dr., between N. Greensferry Rd and N. Cecil Rd.

REQUEST: Subdividing approximately 4.88 acres into 18 Single-Family Residential Lots. As depicted Exhibit S-3.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Preliminary Plat
4. A-4 Will Serve
5. A-6 Auth Letter
6. A-7 Title Report
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 PFPD Comments
11. PA-2 YPL Comments
12. PA-3 KCFR Comments
13. PA-4 DEQ Comments
14. PZ Staff Report
15. Testimony at the April 11, 2023, Planning and Zoning Commission ("Commission") hearing including:

The Public Hearing was properly noticed and conducted per the requirements of Post Falls Municipal Code ("PFMC"). The meeting was in-person and live-streamed on the City of Post Falls YouTube Channel. The purpose of the hearing was to allow the applicant and the public to supply testimony and documentation to the Commission in their application of the standards of Post Falls Municipal Code ("PFMC") § 17.12.060.

Laura Jones, Associate Planner

Ms. Jones presented the staff report to the Commission. She testified that there is a condition in the staff report that needs to be revised, condition 9, all new subdivision roads would need to be maintained by the HOA, and that should be stricken. It should just be Bogie Drive to be maintained by the HOA. She testified that the applicant seeks to subdivide approximately five acres into 18 lots within the Single Family Residential (R-1) zoning designation.

Ms. Jones explained that the subject property is located south of E. Bogie Dr., between N. Greensferry Rd. and N. Cecil Rd. She testified that the property is within a county island and its current land use

is a large lot single family residence, and the only natural characteristic or feature is that it is on the Rathdrum Prairie Aquifer. She testified that the water will be provided by the Ross Point Water District and the city of Post Falls will provide wastewater services.

Ms. Jones testified about the surrounding uses, explaining that to the north and east of the property is large lot residential in Kootenai County, and to the south and west, there are other R1 Subdivisions in the city.

Ms. Jones testified that they are proposing eighteen single-family residential lots, there is a north-south connection of Neptune Dr. going down the center with an extension of Han St. to the south through the Knapp Subdivision. E. Bogie Dr. will have the frontage improvements constructed with this project.

Ms. Jones testified regarding the first review criteria, stating again that Ross Point Water District will provide water and the applicant has submitted a will-serve letter. As to the second criteria, she stated that the city has sufficient capacity for the proposed uses, and it is in conformance with the city's water reclamation master plan. As to the third review criteria, she explained that the proposed streets are consistent with the transportation element of the comprehensive plan and right of way and easements will be dedicated and constructed per city standards.

Ms. Jones testified regarding the fourth review criteria, stating that the site is located over the Rathdrum prairie aquifer, and at this time, no known soil or topographical conditions have been identified as hazards. Regarding the fifth review criteria, she attested that the subdivision is contingent on the annexation and zoning approval from City Council. If approved, the proposed lots comply with the bulk and placement standards for the relevant zoning designations. Finally, as to the last review criteria, she testified that impact fees and cap fees would be assessed and collected on individual building permits to mitigate the off-site impacts to parks, public safety, streets, city water, and water reclamation facilities.

Ms. Jones testified that agencies have been notified that the Post Falls Highway District is asking that the city annex across Bogie Dr. to the northern right-of-way line. Yellowstone Pipeline states there is no impact on the YPL ROW. Kootenai County Fire and Rescue reserve the comments for the permitting process, and Post Falls School District is neutral.

Ryan Andrade, Whipple Consulting Engineers Applicant

Mr. Andrade testified that future land use shows low-density residential, which is what we are going for. He explained that the surrounding zoning is the R1 beside the CCS and LC directly to the east. He stated that this request complies with the city's transportation and sewer master plans, and the R1 is supported by the Comprehensive Plan as described in the narrative. He illustrated that this property is approximately 1.2 miles from the higher intensity Highway 41 corridor, and Neptune Dr. is a north/south roadway that connects to Hahn St to the south, and Bogie Dr. is north of the property.

Public Testimony:

The hearing was opened for public testimony, the Commission received none.

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

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

- C1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.**

The Commission determines that Ross Point Water District would provide water service to the project and have adequate capacity to provide service to the project as proposed. The applicant has provided a will-serve letter.

- C2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.**

The Commission determines that the city of Post Falls has adequate capacity to provide service to the subdivision as proposed and conforms to the city's water reclamation master plan. Existing septic systems must be abandoned in conformance with Panhandle Health requirements.

- C3. Proposed streets are consistent with the transportation element of the comprehensive plan.**

The Commission determines that the subdivision and proposed layout accommodate connectivity and will not have a negative impact on the local transportation system. The Commission finds that the proposal's connections of Hahn to the south and as Neptune comes around provide adequate connectivity to adjacent properties and roadways.

The project shall dedicate rights of way and easements and be constructed to the roadway standards outlined in the City Transportation Master Plan. Specifically, the right of way will be dedicated for Bogie Drive.

Roadways, storm drainage management, illumination, ADA ramps, and roadway markings/signs shall comply with City Standards with final design and construction.

- C4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.**

The Commission determines that, while the site is located over the Rathdrum prairie aquifer, no testimony or evidence was presented that identified any soil or topographical conditions as presenting hazards.

- C5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.**

The Commission determines that this subdivision request is contingent upon the subsequent annexation and zoning by the City Council. The subdivision and proposed lots conform to the requirements of Title 17, the subdivision ordinance, and Title 18, the zoning ordinance. If the area is zoned within the City of Post Falls as proposed with Single Family Residential (R-1), the proposed use will conform with the zoning and other requirements found in PFMC by exceeding the minimum required 6,500 square foot lot size with the proposal's minimum lot size at 7,200 square feet.

- C6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation will be dealt with through the obligation to pay development impact fees.**

The Commission determines that impact fees and cap fees will be assessed and collected on individual building permits to mitigate the off-site impacts on parks, public safety, streets, multi-modal transportation, fire, EMS, and water reclamation facilities.

C7. Additional Recommended Conditions necessary to ensure compliance with the adopted standards:

The Commission decides that the requested subdivision can meet the City's standards. However, certain conditions will need to be completed to meet the criteria. Those conditions, 1-10 listed below, when imposed, will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the presentations made to the Commission on April 11, 2023, at a properly noticed public hearing, the record compiled in this matter, and the applicant must meet the following conditions:

1. This subdivision may only be approved subject to annexation approval.
2. Corrections and additions, if any, to the subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
3. A Master Development Agreement shall be prepared by staff, reviewed and approved by the City Council, and signed by the parties prior to commencement of any construction.
4. The proposed subdivision must be completed in a single phase.
5. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision.
6. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflected only the Phase I construction. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
7. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
 - Bogie Drive – Minor Collector, 44-foot width (centerline +10 feet required construction)
 - Neptune Drive and Hahn Street – Local Residential, 32-foot width
 - Hahn Street – ½ roadway improvements only, barricaded at southern property line
8. Direct access from residential lots to Bogie Drive shall be prohibited on the face of the plat.
9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along Bogie Drive; including all landscaping, irrigation and removal of snow from sidewalks and trails.
10. Lot Access along Prairie Avenue in conformance with the KMPO Critical Arterial Policy

D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:

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

E. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

SUBD-22-16: Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, Millsap Landing Subdivision, SUBD-22-16 meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

Approved by the Planning and Zoning Commission on 8/8/23

8/8/23
Date

Jones [Signature]
Chairman

[Signature]
Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Heather Tucker, Parks Customer Service Rep

SUBJECT: Request to Dispose of Damaged or Worn Asset Items by the Parks and Recreation Division

ITEM AND RECOMMENDED ACTION:

The Parks and Recreation Department is requesting approval to dispose of a few worn and damaged items. Please see the attached asset disposal forms for the complete list of items. These items have exceeded their useful life and can no longer serve the needs of the City of Post Falls.

DISCUSSION:

N/A

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. P425 Billy Goat Vacuum Asset Disposal
2. P433 Smithco Bunker Rake Asset Disposal
3. P445 Toro Sand Pro Asset Disposal

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 08/10/23
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: 1998 Billy Goat

Vacuum Model B 681 SP. This item has exceeded its useful life.

TAG# _____ SERIAL # 80398050 MODEL# B 681 SP

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

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 08/10/23
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: 2007 Smithco

G Star Bunker Rake. This item has exceeded its useful life.

TAG# 3971 SERIAL # G432 MODEL# 9430

REASON FOR DISPOSAL (MANDATORY):

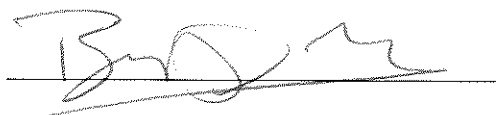
- ☐ ABANDONED IN PLACE
☐ DESTROYED / DISPOSED
☒ SOLD AT AUCTION
☐ SOLD
☐ TRADED IN
☐ OTHER: _____

SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN _____

- ☐ 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

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 08/10/23
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: Toro Sand Pro

Infield Groomer. This piece of equipment has exceeded its useful life and is

no longer cost effective to repair.

TAG# _____ SERIAL # 315000603 MODEL# 5040

REASON FOR DISPOSAL (MANDATORY):

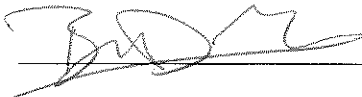
- ☐ ABANDONED IN PLACE
☐ DESTROYED / DISPOSED
☒ SOLD AT AUCTION
☐ SOLD
☐ TRADED IN
- SELLING PRICE _____
SELLING PRICE _____
CASH VALUE/TRADE IN _____

☐ 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: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rhonda Ellis, Admin Streets
SUBJECT: Request to Dispose of Electronic Gate System by the Street Division

ITEM AND RECOMMENDED ACTION:

Request to dispose of electronic/automatic gate system. The old gate is available to be sold at auction.

DISCUSSION:

This electronic gate was installed at the time the property was purchased. After the Streets Dept moved in, the gate was upgraded with a system better suited to the large equipment. The old gate is available to be sold at auction.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Building & Grounds Maintenance

BUDGET CODE:

001-431.0000.68010

ATTACHMENTS:

1. Gate Disposal

FIXED ASSET DISPOSAL

DEPT. NAME Streets DEPT.# 431 DATE: 08/21/23
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: Streets facility main

gate. Metal with electronic opening was installed at time property was purchased.

Gate updated for large equipment when Streets moved into facility.

TAG# _____ SERIAL # _____ MODEL# _____

REASON FOR DISPOSAL (**MANDATORY**):

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

SELLING PRICE _____
 SELLING PRICE _____
 CASH VALUE/TRADE IN _____

☐ OTHER: _____

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

REPLACED YES ☒ NO ☐
 USEFUL LIFE OF ASSET INCREASED YES ☐ NO ☒

ESTIMATED REMAINING USEFUL LIFE _____

 AUTHORIZED SIGNATURE

 ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: June Cash and Investments

ITEM AND RECOMMENDED ACTION:

Monthly Cash and Investments Reports

DISCUSSION:

None

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

None

APPROVED OR DIRECTION GIVEN:

None

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$170823887.29

BUDGET CODE:

Various

ATTACHMENTS:

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

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED June 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
411 - MAYOR COUNCIL	Operating	\$ 97,542.00	\$ 98,067.15	100.5%
	Personnel	<u>103,412.46</u>	<u>73,842.90</u>	71.4%
		200,954.46	171,910.05	85.5%
412 - INFORMATION SYSTEMS	Operating	114,868.00	107,144.48	93.3%
	Capital	-	108,422.76	0.0%
	Personnel	<u>302,007.25</u>	<u>266,096.80</u>	88.1%
		416,875.25	481,664.04	115.5%
413 - GENERAL SERVICES	Operating	14,950.00	8,148.61	54.5%
	Personnel	<u>262,043.22</u>	<u>207,902.45</u>	79.3%
		276,993.22	216,051.06	78.0%
414 - FINANCE	Operating	238,893.00	449,128.68	188.0%
	Personnel	<u>567,328.98</u>	<u>447,328.90</u>	78.8%
		806,221.98	896,457.58	111.2%
415 - CITY CLERK	Operating	10,450.00	21,051.33	201.4%
	Capital	-	-	0.0%
	Personnel	<u>72,137.91</u>	<u>60,068.63</u>	83.3%
		82,587.91	81,119.96	98.2%
417 - MEDIA/CABLE FRANCHISE	Operating	7,200.00	6,506.93	90.4%
	Capital	-	-	0.0%
	Personnel	<u>133,622.19</u>	<u>105,283.54</u>	78.8%
		140,822.19	111,790.47	79.4%
418 - HUMAN RESOURCES	Operating	7,950.00	14,018.82	176.3%
	Personnel	<u>239,077.70</u>	<u>227,430.16</u>	95.1%
		247,027.70	241,448.98	97.7%
419 - LIBRARY	Operating	<u>-</u>	<u>-</u>	
		-	-	
421 - POLICE	Operating	646,105.48	732,939.19	113.4%
	Capital	186,000.00	813,255.16	437.2%
	Personnel	<u>6,507,818.65</u>	<u>4,621,154.86</u>	71.0%
		7,339,924.13	6,167,349.21	84.0%
423 - OASIS	Operating	4,000.00	18,714.26	467.9%
	Personnel	<u>124,978.71</u>	<u>119,032.13</u>	95.2%
		128,978.71	137,746.39	106.8%
424 - LEGAL (PROSECUTING)	Operating	56,750.00	68,400.61	120.5%
	Capital	25,000.00	-	0.0%
	Personnel	<u>736,149.10</u>	<u>595,122.93</u>	80.8%
		817,899.10	663,523.54	81.1%
427 - ANIMAL CONTROL	Operating	17,250.00	8,448.85	49.0%
	Personnel	<u>162,597.58</u>	<u>130,858.63</u>	80.5%
		179,847.58	139,307.48	77.5%
431 - STREETS	Operating	1,987,099.30	934,154.81	47.0%
	Capital	235,000.00	120,745.53	0.0%
	Personnel	<u>1,074,995.66</u>	<u>894,118.88</u>	83.2%
		3,297,094.96	1,949,019.22	59.1%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED June 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
432 - PUBLIC WORKS ADMIN.	Operating	8,850.00	4,408.07	49.8%
		8,850.00	4,408.07	49.8%
433 - FACILITY MAINTENANCE	Operating	33,650.00	28,066.52	83.4%
	Capital	2,000.00	591.57	0.0%
	Personnel	269,505.65	209,182.40	77.6%
		305,155.65	237,840.49	77.9%
434 - FLEET MAINTENANCE	Operating	165,812.00	173,195.23	104.5%
	Capital	690,000.00	584,742.82	84.7%
	Personnel	363,300.47	261,664.02	72.0%
		1,219,112.47	1,019,602.07	83.6%
435 - -GIS	Operating	44,734.00	52,776.10	118.0%
	Personnel	167,995.10	131,387.18	78.2%
		212,729.10	184,163.28	86.6%
441 - URBAN FORESTRY	Operating	45,530.00	42,644.82	93.7%
	Capital	151,300.00	53,046.29	0.0%
	Personnel	184,150.59	152,102.20	82.6%
		380,980.59	247,793.31	65.0%
442 - CEMETERY	Operating	109,395.00	74,082.94	67.7%
	Capital	16,650.00	-	0.0%
	Personnel	164,263.17	161,704.88	98.4%
		290,308.17	235,787.82	81.2%
443 - PARKS	Operating	690,894.74	394,982.16	57.2%
	Capital	545,700.00	117,343.71	0.0%
	Personnel	1,116,114.64	854,756.32	76.6%
		2,352,709.38	1,367,082.19	58.1%
444 - PARKS CONSTRUCTION	Operating	-	-	0.0%
	Capital	893,000.00	35,835.84	4.0%
		893,000.00	35,835.84	4.0%
445 - RECREATION	Operating	199,199.00	173,341.74	87.0%
	Capital	-	6,895.00	
	Personnel	859,831.75	513,654.50	59.7%
		1,059,030.75	693,891.24	65.5%
451 - PLANNING & ZONING	Operating	36,519.00	21,020.92	57.6%
	Personnel	303,384.37	234,719.03	77.4%
		339,903.37	255,739.95	75.2%
452 - BUILDING INSPECTOR	Operating	29,750.00	18,958.51	63.7%
	Personnel	618,701.99	527,059.48	85.2%
	Capital	-	3,750.00	
		648,451.99	549,767.99	84.8%
453 - ENGINEERING	Operating	40,800.00	14,731.28	36.1%
	Capital	-	-	0.0%
	Personnel	651,766.84	515,035.99	79.0%
		692,566.84	529,767.27	76.5%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED June 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
454 - Community Development Admin	Operating	9,680.00	72,984.52	754.0%
	Capital	-	18,600.00	0.0%
	Personnel	195,131.63	151,902.04	77.8%
		204,811.63	243,486.56	118.9%
465 - STREET LIGHTS	Operating	620,000.00	438,163.31	70.7%
		620,000.00	438,163.31	70.7%
481 - CAPITAL IMPROVMENTS/CONTRACTS	Operating	1,826,447.92	7,168,325.98	392.5%
	Capital	580,000.00	6,657.42	0.0%
		2,406,447.92	7,174,983.40	298.2%
482 - PERSONNEL POOL	Operating	3,300,000.00	3,090,749.00	93.7%
	Personnel	263,212.33	36,423.39	13.8%
		3,563,212.33	3,127,172.39	87.8%
497 - TRANSFERS OUT	Operating	375,000.00	2,551,571.45	680.4%
		375,000.00	2,551,571.45	680.4%
TOTAL GENERAL FUND		29,507,497.38	30,154,444.61	102.2%
002 - INSURANCE FUND	Operating	338,249.38	298,260.59	88.2%
		338,249.38	298,260.59	88.2%
003 - PERSONNEL FUND	Operating	112,152.00	74,744.16	66.6%
	Capital	-	-	0.0%
	Personnel	4,448,700.00	3,115,447.56	70.0%
		4,560,852.00	3,190,191.72	69.9%
007 - DRUG SEIZURE FUND	Operating	135,000.00	39,551.81	29.3%
	Capital	-	30,211.62	
		135,000.00	69,763.43	51.7%
008 - 911 FUND	Operating	452,763.74	309,882.81	68.4%
	Capital	-	713.54	0.0%
	Personnel	74,742.80	59,580.65	79.7%
		527,506.54	370,177.00	70.2%
011 - FACILITY BUILDING RESERVE FUND	Operating	1,807,000.00	-	0.0%
	Capital	-	653,466.55	0.0%
		1,807,000.00	653,466.55	0.0%
017 - ANNEXATION FUND	Operating	1,900,000.00	14,832.49	0.8%
	Capital	1,000,000.00	615,651.03	
		2,900,000.00	630,483.52	21.7%
023 - SPECIAL EVENTS FUND	Operating	46,248.00	17,566.95	38.0%
		46,248.00	17,566.95	38.0%
029 - CEMETERY IMPROVEMENTS FUND	Operating	202,500.00	-	0.0%
	Capital	-	-	
		202,500.00	-	0.0%
034- KOOTENAI FIRE/EMS IMPACT FEES	Operating	-	339,947.80	
		-	339,947.80	
035 - PUBLIC SAFETY IMPACT FEES FUND	Operating	1,463,000.00	27,590.70	1.9%
	Capital	-	999,784.39	0.0%
		1,463,000.00	1,027,375.09	70.2%

CITY OF POST FALLS
BUDGET STATUS REPORT
FOR MONTH ENDED June 30, 2023

FUND OR DEPARTMENT	TYPE OF EXPENDITURE	TOTAL BUDGET	YTD EXPENDITURE	PERCENT EXPENDED
037 - STREET IMPACT FEE FUND	Operating	475,000.00	65,445.95	0.0%
	Capital	24,720,984.00	2,309,032.74	
		25,195,984.00	2,374,478.69	0.0%
038 - PARK IMPACT FEE FUND	Operating	1,885,000.00	1,746.00	0.0%
	Capital	2,375,000.00	2,421,542.93	102.0%
		4,260,000.00	2,423,288.93	56.9%
039 - STREET CAPITAL PROJECTS	Operating	-	-	0.0%
		-	-	0.0%
402 - LID 99-1 FUND	Operating	-	-	0.0%
		-	-	0.0%
410 - LID 2004	Operating	528,000.00	-	0.0%
		528,000.00	-	0.0%
450 - LID GUARANTEE FUND	Operating	150.00	-	0.0%
		150.00	-	0.0%
650 - RECLAIMED WATER OPERATING FUND incl: ww, collections, recycled, surface	Operating	11,305,311.52	12,140,851.73	107.4%
	Capital	215,000.00	531,496.83	247.2%
	Personnel	1,853,787.83	1,432,505.79	77.3%
		13,374,099.35	14,104,854.35	105.5%
651 - RECLAIMED WATER - CAPITAL WWTP FUND	Operating	923,389.00	682,533.00	73.9%
	Capital	22,620,000.00	5,898,406.29	26.1%
		23,543,389.00	6,580,939.29	28.0%
652 - RECLAIMED WATER CAPITAL - COLLECTOR FUND	Capital	1,800,000.00	1,789,685.65	99.4%
		1,800,000.00	1,789,685.65	99.4%
700 - SANITATION FUND	Operating	3,553,481.24	2,721,348.72	76.6%
		3,553,481.24	2,721,348.72	76.6%
750 - WATER OPERATING FUND	Operating	1,943,076.31	1,330,557.54	68.5%
	Capital	424,316.00	229,344.15	
	Personnel	720,293.80	580,146.22	80.5%
		3,087,686.11	2,140,047.91	69.3%
753 - WATER CAPITAL FUND	Operating	-	-	0.0%
	Capital	1,100,000.00	752,702.93	68.4%
		1,100,000.00	752,702.93	68.4%
GRAND TOTAL		\$ 117,930,643.00	\$ 69,639,023.73	59.1%

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


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

City of Post Falls
Cash and Investments
6/30/2023

Description	City's Balance
<u>Idaho State Investment Pool</u>	
LGIP Acct 1399	37,422,377.30
LGIP Acct 1441	270,097.34
<u>First Financial Equity Corporation</u>	
General Accts Investments	22,973,120.86
Contingency Accts	5,900,543.87
Replacement & Reserve Accts	51,546,197.84
<u>Moreton Capital Investments</u>	
Moreton Securities	19,586,269.11
<u>Mountain West bank</u>	
Repurchase Sweep Account	32,938,263.72
Checking Account	184,994.25
<u>Cash on Hand</u>	
Finance	400.00
Animal Control	150.00
Police	525.00
Recreation	190.00
Park	608.00
Planning and Zoning	150.00
Total	<u><u>\$ 170,823,887.29</u></u>

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



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

City of Post Falls
Treasurer's Report of Cash and Investment Transactions
6/30/2023

FUND	BALANCE 05/31/2023	RECEIPTS	DISBURSEMENTS	BALANCE 06/30/2023
001 - GENERAL FUND	\$ 38,319,244.40	\$ 2,134,347.30	\$ 4,221,032.75	\$ 36,232,558.95
002 - COMPREHENSIVE LIABILITY	397,946.20	\$ 13,128.10	\$ 6.00	411,068.30
003 - PERSONNEL BENEFIT POOL	(507,282.24)	\$ 369,570.43	\$ 368,804.32	(506,516.13)
004 - STREET LIGHTS	131,048.37	\$ 454.94	\$ -	131,503.31
007 - DRUG SEIZURE PROGRAM	143,500.81	\$ 673.58	\$ 2,193.00	141,981.39
008 - 911 SUPPORT	2,507,949.49	\$ 102,599.06	\$ 236,164.16	2,374,384.39
011 - FACILITY BUILDING RESERVE	8,485,402.81	\$ 71,268.93	\$ -	8,556,671.74
017 - ANNEXATION FEES	2,981,439.02	\$ 43,464.70	\$ -	3,024,903.72
023 - SPECIAL EVENTS	341,210.81	\$ 11,972.27	\$ 10,366.03	342,817.05
029 - CEMETERY CAPITAL IMPROVEMENT	396,645.54	\$ 9,204.04	\$ -	405,849.58
034 - KOOTENAI FIRE/EMS IMPACT FEES	93,200.85	\$ 107,947.67	\$ 87,983.95	113,164.57
035 - PUBLIC SAFETY IMPACT FEES	2,134,835.63	\$ 60,496.85	\$ 2,872.00	2,192,460.48
037 - STREETS IMPACT FEES	5,258,946.20	\$ 394,001.38	\$ 61,677.40	5,591,270.18
038 - PARKS IMPACT FEES	3,828,176.59	\$ 162,734.28	\$ 5,444.13	3,985,466.74
039 - STREETS CAPITAL PROJECTS	21,209.22	\$ 73.63	\$ -	21,282.85
402 - LID 99-1	(30,979.88)	\$ -	\$ -	(30,979.88)
410 - LID 2004	(89,559.54)	\$ 1,070.02	\$ -	(88,489.52)
450 - LID GUARANTEE	17,702.89	\$ 61.46	\$ -	17,764.35
650 - RECLAIMED WATER OPERATING	51,998,602.32	\$ 1,794,748.45	\$ 1,620,525.09	52,172,825.68
651 - RECLAIMED WATER CAPITAL - WWTP	9,939,311.33	\$ 1,107,172.09	\$ 1,137,361.34	9,909,122.08
652 - RECLAIMED WATER CAPITAL - COLLECTOR	17,046,632.96	\$ 1,369,193.14	\$ 523,535.10	17,892,291.00
700 - SANITATION	1,150,549.32	\$ 381,274.42	\$ 375,907.56	1,155,916.18
750 - WATER OPERATING	21,444,174.46	\$ 384,105.17	\$ 424,185.47	21,404,094.16
753 - WATER CAPITAL	5,609,117.00	\$ 68,646.84	\$ 305,287.72	5,372,476.12
GRAND TOTAL:	\$ 171,619,024.56	\$ 8,588,208.75	\$ 9,383,346.02	\$ 170,823,887.29

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



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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Nancy Thurwachter, Planning Admin
SUBJECT: Quailview Townhomes Master Development Agreement File No.SUBD 22-15

ITEM AND RECOMMENDED ACTION:

Review and approve the submitted Quailview Townhomes Subdivision MDA.

DISCUSSION:

Olson Engineering requested on behalf of the owner, Buildright Homes LLC, to subdivide approximately 2.25 acres into 22 twin home lots within the Medium Density Residential (R-2) zoning designation. The Planning and Zoning Commission approved at their April 11, 2023 meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

No

APPROVED OR DIRECTION GIVEN:

The Planning and Zoning Commission approved at their April 11, 2023 meeting.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

No

BUDGET CODE:

N/A

ATTACHMENTS:

1. MDA Quail Township Sub_Signed

**MASTER DEVELOPMENT AGREEMENT
FOR
QUAILVIEW TOWNHOMES SUBDIVISION
(File No. SUBD-22-15)**

The City Of Post Falls, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and **Buildright Homes LLC, 2600 E. Seltice Way Suite 207, Post Falls, ID 83854, an Idaho Limited Liability Company**; hereinafter the "Developer", enter into this Master Development Agreement, hereinafter the "Agreement", executed with reference to the following conditions and circumstances. It is agreed among the parties as follows:

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

- A. Developer owns approximately **2.25 acres** of real property in fee simple title located within the City of Post Falls. Said acreage is planned for a residential subdivision, which requires major investment in public facilities and front-end on-site and off-site improvements. The proposed development of said acreage has been commonly identified as **Quailview Townhomes Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, File # SUBD-22-15, Post Falls Community Development Department)** which is attached hereto and incorporated, as if fully set forth herein, and identified as **Exhibit 1**.
- B. In order to strengthen the public planning process and to encourage private planning of substantial tracts of land within the Post Falls community rather than engage in planning of numerous small tracts independent of their surroundings, the City is authorized to enter into agreements by Idaho Code §50-301.
- C. Development of the Project in accordance with the terms and conditions of this Agreement and ordinances of the City of Post Falls will assure orderly growth and development of the Project area in accordance with the policies and goals set forth in the City's Comprehensive Land Use Plan, Post Falls Municipal Code (PFMC) Title 17, Subdivision Ordinance, and PFMC Title 18, Zoning Ordinance. City has determined the Project is appropriate for a development agreement in order to achieve the goals and objectives of the City's land use planning policies and relevant ordinances and to provide appropriate assurance to Developer regarding development of the Project as it progresses in accordance with this Agreement. This Agreement will eliminate uncertainty in planning during the orderly development of the Project, assure progressive and sequential installation of necessary improvements and provide for public services appropriate for the Project while assuring the maximum effective utilization of the City's resources with the least economic cost to its residents.

that the current land use is vacant. He testified that the East Greenacres Irrigation District will provide the water, and the city of Post Falls will provide wastewater services.

Mr. Porter testified about the surrounding uses, explaining that Flippen Storage was to the north, and Woodbridge, a single-family residential subdivision, was to the south and west. He went on to say that to the east is commercial property.

Mr. Porter testified that the request is for 22 twin-home lots, with the smallest lot being about 2,662 square feet and the largest being approximately 5,003 square feet, with a minimum lot size of approximately 2,400 square feet. He noted that twin homes are one structure with two residential homes separated by a common wall along the lot line, each residence having its own lot.

Mr. Porter testified regarding the first review criteria, stating again that East Greenacres Irrigation District will provide water, and the applicant has submitted a will-serve letter. As to the second criterion, he noted that the city has sufficient capacity for the proposed uses and is in conformance with the city's water reclamation master plan. As to the third review criteria, He explained that the proposed streets are consistent with the transportation element of the comprehensive plan.

Mr. Porter testified regarding the fourth review criteria, stating that the site is located over the Rathdrum prairie aquifer, and at this time, no known soil or topographical conditions are identified as hazards. Regarding the fifth review criteria, he attested that the proposed lots comply with the bulk and placement standards for the relevant zoning designation. Finally, as to the last review criteria, he testified that impact fees and cap fees would be assessed and collected on individual building permits to mitigate the off-site impacts to parks, public safety, streets, city water, and water reclamations facilities.

Mr. Porter testified that all other agencies have been notified, with Yellowstone Pipeline having no comment, KCFR reserving comments for the city's review process, Post Falls Highway District having no comments, and the Post Falls School District remaining neutral.

Jeremy Terzulli, Olson Engineering, Applicant

Mr. Terzulli shared that they had brought the zone change request before the Commission about a year ago, which was unanimously approved by the City Council. The purpose of the Twin Homes they are proposing is to bridge the gap between the traditional R1 single-family residences on 7,000 square foot lots. Mr. Terzulli clarified that from the street, a Twin home appears to be a duplex; however, the property line is in line with the party wall, allowing each unit to be owned individually. They have already met with city staff to discuss road design, lot sizes, and utility coordination. They have also received the will-serve letter from the water district and have begun the utility coordination process, including an application to Avista for power and natural gas. Mr. Terzulli believes that the proposed project meets all the necessary code criteria and is prepared to submit the construction drawings once approved.

Parking was a concern raised during the hearing, but Mr. Terzulli assured the Commission that they have widened the street to 32' to accommodate additional parking. Each unit will also hopefully have an attached 2-car garage, 2 stalls in the driveway, and on-street parking. The proposed Twin Homes are intended to be built and sold, as R1 zoning does not allow this construction. Mr. Terzulli explained that they acquired the R2 zoning designation about a year ago to build Twin Homes. 2-3 years ago, the odd-shaped land left over after Woodbridge Subdivision was built remained unused by commercial users. Several local developers saw an opportunity to provide a different product onto the market, hence the proposal for Twin Homes.

Public Testimony:

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

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

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

- C1. Definite provision has been made for a water supply system that is adequate in terms of quantity, and quality for the type of subdivision proposed.**

The Commission determines that water service to the project would be provided East Greenacres Irrigation District, and they have adequate capacity to provide service to the project as proposed. The applicant has provided a will-serve letter.

- C2. Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.**

After evaluation, the Commission concluded that the City of Post Falls possesses sufficient capacity to cater to the subdivision as per the proposal. The proposed conceptual design of the sanitary sewer system appears capable of being served and will be constructed according to the City Standards.

- C3. Proposed streets are consistent with the transportation element of the comprehensive plan.**

The Commission determines that the subdivision and proposed layout are consistent with the City's Transportation Master Plan and Design Standards. The project offers a private internal roadway allowing parking on both sides of the street. Due to the size of the property and the existing developments surrounding the site, additional connectivity is not practical.

Roadways, storm drainage management, roadway illumination, ADA ramps and roadway markings/signs shall comply with City Standards with final design and construction.

The Homeowners Association for the project will be responsible for plowing and maintaining the private roadway and for the maintenance of sidewalks, including snow removal, irrigation, and maintenance of roadside swales and street trees along the adjoining public roadways.

- C4. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.**

The Commission determines that, while the site is located over the Rathdrum prairie aquifer, no testimony or evidence was presented that identified any soil or topographical conditions as presenting hazards.

- C5. The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.**

The Commission determines this subdivision is within a Medium Density Residential (R-2) zone. The proposed use conforms will conform with the zoning and other requirements found in PFMC.

- C6. The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within the community. It is the expectation that, in most cases, off site mitigation**

will be dealt with through the obligation to pay development impact fees.

The Commission determines that: Impact fees will be assessed on individual building permits to mitigate the off-site impacts to parks, public safety, and streets.

C7. Additional Recommended Conditions necessary to ensure compliance with the adopted standards:

The Commission decides that the requested subdivision can meet the city's standards. However, certain conditions will need to be completed to meet the criteria. Those conditions, 1-10 listed below, when imposed, will ensure that the six criteria found in PFMC 17.12.060.H are met. Based upon the presentations made to the Commission at a properly noticed public hearing, the record compiled in this matter, and the applicant must meet the following conditions:

1. Corrections and additions, if any, to the Subdivision requested by staff and/or the Planning & Zoning Commission should be completed by the applicant and reviewed by staff prior to approval by the City Council.
2. A Master Development Agreement shall be prepared by staff, reviewed, and approved by the City Council, and signed by the parties prior to commencement of any construction.
3. The proposed subdivision must be completed in a single phase.
4. A Construction Improvement Agreement shall be prepared and executed prior to commencement of construction for the subdivision. Coordinate Irrigation of frontages with the Post Falls Urban Forester.
5. Submitted Preliminary Plans were reviewed from a conceptual basis only and reflect the general ability to provide service. Final construction plans of the streets and utilities shall be reviewed and approved by the Engineering Division prior to any street or utility construction. Such plans shall also include driveway approaches and location of proposed mailboxes. Construction limits shall correspond with the improvements indicated on the Preliminary Plat.
6. Except where an exception is granted, all streetlights, roadways and City owned utilities shall be designed and constructed in accordance with City standards. The application did not request any exceptions from City Code or Design Standards.
7. Direct access from residential lots to Jacklin Road, Expo Parkway or Creative Way shall be prohibited on the face of the plat.
8. Final landscaping plans for the street trees will be submitted for review and approval as part of the construction plans. Street trees shall be planted by the developer in the spring and fall following construction of homes. The Urban Forester shall be notified prior to planting.
9. A Homeowners Association (HOA) shall be formed to maintain the common right-of-way frontage along Jacklin Road, Expo Parkway and Creative Way, including all landscaping, irrigation, and removal of snow from sidewalks and trails.
10. A Homeowners Association (HOA) shall be responsible for maintenance of the internal private roadway.

D. STEPS THE APPLICANT CAN TAKE TO OBTAIN APPROVAL:

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

E. CONCLUSIONS AND RECOMMENDATIONS OF THE COMMISSION:

SUBD-22-15: Based upon the record placed before the Commission, the testimony received at the properly noticed public hearing, and with the imposition of the above conditions, it is the conclusion of the Post Falls Planning and Zoning Commission that the request, Quailview Townhomes Subdivision, SUBD-22-15, meets the standards of City Code, and the Idaho Local Land Use Planning Act, and is hereby approved with conditions contained herein.

Approved by the Planning and Zoning Commission on

5/30/2023

5/10/23

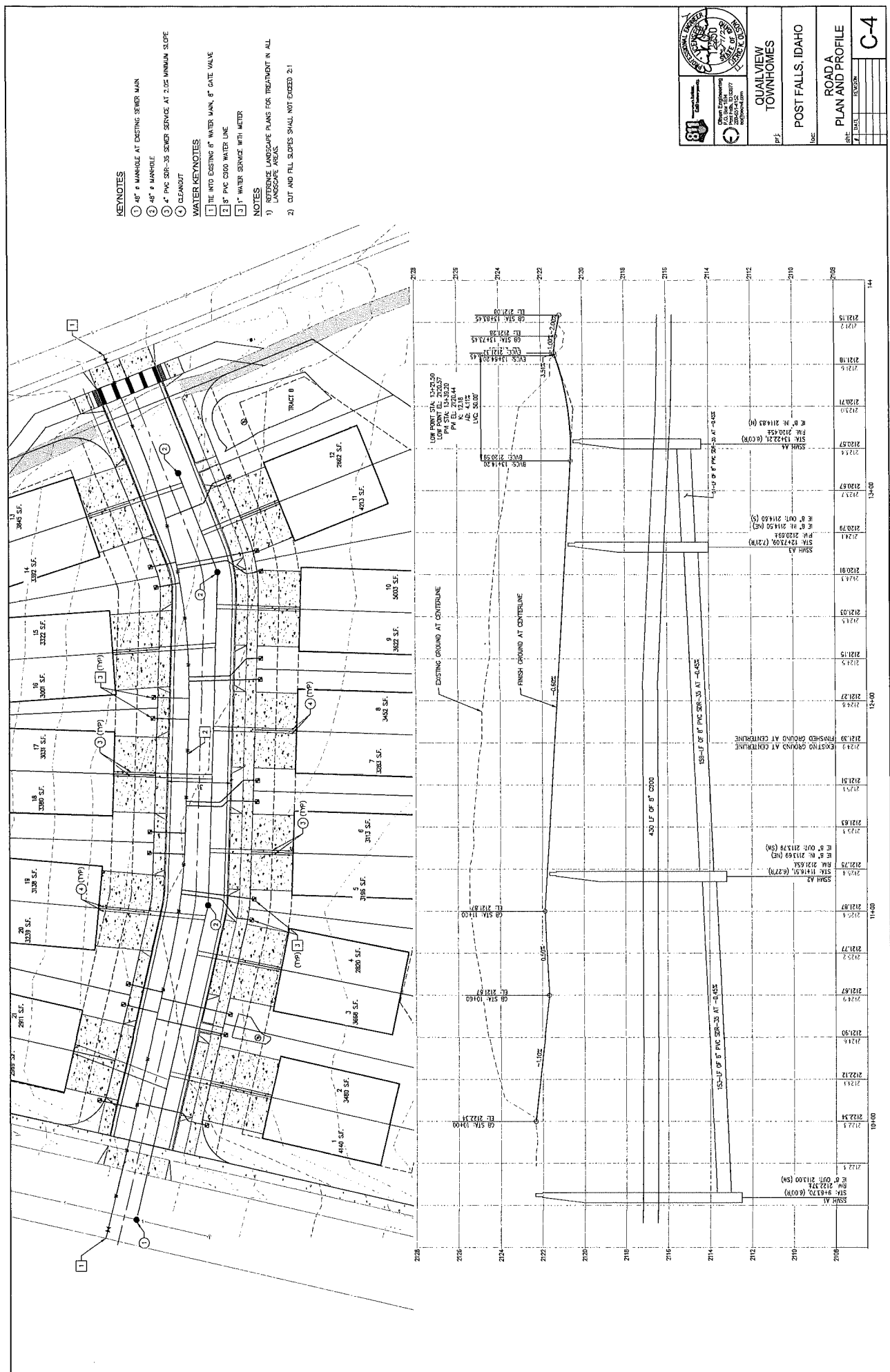
Date

James [Signature]

Chairman

[Signature]

Attest



- D. The Project's overall density and general design are conditionally approved for a Three-year period and City and Developer agree to be bound by this Agreement for the duration of the Project subject to the terms and conditions contained herein. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Post Falls, present or future.
- E. City acknowledges that the Developer, subject to the review process for each phase of development and maintenance of continuing progress in development of the Project, shall be allowed to develop **Quailview Townhomes Subdivision** subject to the satisfaction of all terms and conditions contained herein, availability of utility capacity and compliance with legal requirements occasioned hereby.
- F. The Planning and Zoning Commission held a public hearing on **April 11, 2023, and** approved the subdivision of the property contingent upon compliance with the conditions of approval contained in the Reasoned Decision (**Reasoned Decision of Quailview Townhomes Subdivision**), (hereinafter "Reasoned Decision") and the requirements of City Code. The Reasoned Decision is attached hereto and by this reference incorporated herein as **Exhibit 2**. Said conditions are hereby made an obligation of performance of the terms of this Agreement.
- G. During the course of development of the Project, Developer will make application to City for approval of final plat maps for the Project in accordance with Post Falls Municipal Code Section 17.16 Plat Review & Approval. During City's review process of final plat maps, the approvals memorialized hereby shall control conditions imposed by City for the Project and future final plat maps as noted herein, consistent with the terms and conditions of this Agreement.
- H. The Reasoned Decision were prepared as part of the City's review and approval of the Subdivision. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.
- I. For the Project, City, and Developer have agreed to enter into a Construction Improvement Agreement, which more particularly describes the duties and obligations of all parties for the development of the Project pursuant to a submittal by Developer to City for a final plat map. The Construction Improvement Agreement establishes specific construction details and guarantees necessary for the timely construction of public infrastructure improvements and such other essential improvements as may be necessary to complete the project as proposed and approved. Nothing in the Construction Improvement Agreement shall be inconsistent with the approvals accorded hereby unless otherwise required by law.
- J. City and Developer have taken all actions mandated by and fulfilled all requirements of the Post Falls Municipal Code and the relevant provisions of Idaho law. The City Council has reviewed and approved the terms of this Agreement. It further finds that this Agreement is consistent with the City's Comprehensive Plan, and its implementation is in the best interests of the City and the health, safety and welfare of its residents. The factual and

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

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

1. Property and Term.

1.1 Property Subject to this Agreement

The Land is described as follows:

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 50 NORTH, RANGE 5 WEST, BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID PARCEL BEING LOT 1, BLOCK 3 PER THE PLAT OF EXPO AT POST FALLS AS RECORDED IN BOOK "L" OF PLATS AT PAGE 352, RECORDS OF KOOTENAI COUNTY, IDAHO.

SAID PARCEL CONTAINING 2.252 ACRES, MORE OR LESS.

1.2 Term

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

2. Project Regulations and Policies

2.1. Project Development

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

2.1.1. Existing Approvals

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

2.1.2. Future Application

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

2.1.3 Fees

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

2.2. Project is a Private Undertaking

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

2.3 Hold Harmless

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

3. City's Good Faith in Processing

3.1 Processing

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

3.2 Permits

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

4. Notices, Demands and Communications Among the Parties

4.1 Notice

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

DEVELOPER

**Buildright Homes LLC
2600 E Seltice Way Suite 207
Post Falls, ID 83854**

CITY

**Mayor
408 Spokane Street
Post Falls, Idaho 83854**

5. Default, Remedies, Termination, and Review

5.1 General Provisions

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

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

5.2 Applicable Law/Attorneys' Fees.

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

5.3 Termination for Unforeseen Circumstances

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

6. Subsequent Laws as Superseding Terms

6.1. Supersedure by Subsequent Laws

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

7. Mortgagee Protection; Certain Rights of Cure

7.1 Mortgagee Protection

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

7.2 Mortgagee Not Obligated

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

7.3 Notice of Default to Mortgagee

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

8. Transfers and Assignments

8.1 Right to Assign

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

8.2 Release Upon Transfer

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

9. Covenants Run with The Land

9.1

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

9.2 Maintenance of Common Area Landscaping

The Developer shall establish a Homeowner's Association to provide for the maintenance of the common area landscaping, including any common areas fronting the roads (as identified within the Findings of Fact and Conclusions and or upon the face of the recorded plat). The Homeowner's Association shall be solely responsible for all landscaping maintenance including routine weeding, mowing, watering, trimming, planting and all

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

10. General Provisions

10.1 No Joint Venture or Partnership

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

10.2 Severability

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

10.3. Entire Agreement

This Agreement is executed in one original and consists of **twenty (20)** pages, including the Recitals and 2 Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement, all of which are found in the Reference Document are as follows:

Exhibit 1: General Site Plan of Record, File No. SUBD-22-15, Post Falls Community Development Department records

Exhibit 2: Reasoned Decision, Quailview Townhomes Subdivision

10.3 Completion of Performance

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

10.5 Force Majeure

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

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

10.6 Estoppel Certificate

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

10.7 Duty to Record

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

Executed this ____ day of _____, 20__.

By: CITY OF POST FALLS, a Municipal Corporation

Ronald G Jacobson, Mayor

Shannon Howard, City Clerk

By: Owner

Buildright Homes LLC



David Mojzis, Manager

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

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

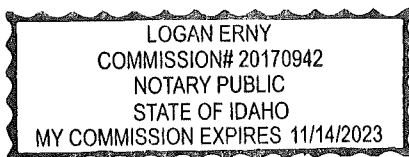
Notary Public for the state of Idaho
Residing at: _____
Commission Expires: _____

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

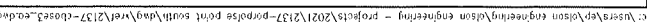
On this 22nd day of August, 2023, before me, a Notary for the State of IDAHO, personally appeared **David Mojzis**, known, or identified to me to be **Manager** of **Buildright Homes, LLC**, and the person(s) whose name is subscribed to within the instrument, and acknowledged to me that he executed the same on behalf of **Buildright Homes, LLC** and that the entity authorized him to execute the same on its behalf.

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



Logan Erny
Notary Public for the State of Idaho
Residing at: Post Falls
Commission Expires: 11/14/2023

OWNERS: BUILDRIGHT HOMES, LLC
2600 E. SELTICE WAY, #207
POST FALLS, IDAHO 83854



C-1	COVER SHEET
C-2	TYPICAL ROADWAY SECTION
C-3	OVERALL GRADING PLAN
C-4	ROAD A PLAN AND PROFILE

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

VERTICAL DATUM IS NAVD-86.
TEMPORARY BENCHMARK (CONTROL POINT) WAS SETUP NEAR THE CENTER LINE OF 12TH
AVENUE WITH NORTHING 2266671.819 AND EASTING 2344270.264.

IS SHOWN HEREON, BASIS OF BEARING FOR THIS SURVEY IS IDAHO STATE PLANE COORDINATE SYSTEM, WEST ZONE (1103) - US SURVEY FEET. THE PROJECT COORDINATES ARE DERIVED FROM NAD83 GPS SOLUTION USING A REFERENCE FRAME OF NAD83 (2011) (EPSG: 2012.0000). BEARINGS SHOWN ARE GRID AND DISTANCES SHOWN ARE GRID. A COMBINED ADJUSTMENT FACTOR (CAFM) OF 0.99982125, A CONVERGENCE ANGLE OF -0.050324", WAS USED TO CONVERT GRID DISTANCES TO GEODETIC.

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



LEGEND OF EXISTING FEATURES

MAJOR CONTOUR	—
MINOR CONTOUR	- - -
FENCE	—x—x—x—x—
SEWER MANHOLE	⊕
FIRE HYDRANT	⊗
WATER VALVE	⊕
WATER METER	⊗
WATER MOUNT	⊕
UTILITY POLE	⊗
CULV WIRE	—x—x—x—x—
TRANSFORMER	⊕
ELECTRIC METER	⊗
TELEPHONE RISER	⊕
GAS LINE	⊗

LEGEND OF PROPOSED FEATURES

	SIDEWALK
	SANITARY SEWER MAIN
	CURB AND GUTTER
	WATER MAIN
	CENTERLINE
	SANITARY SEWER MAIN
	CURB AND GUTTER
	SIDEWALK





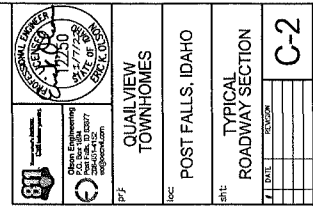
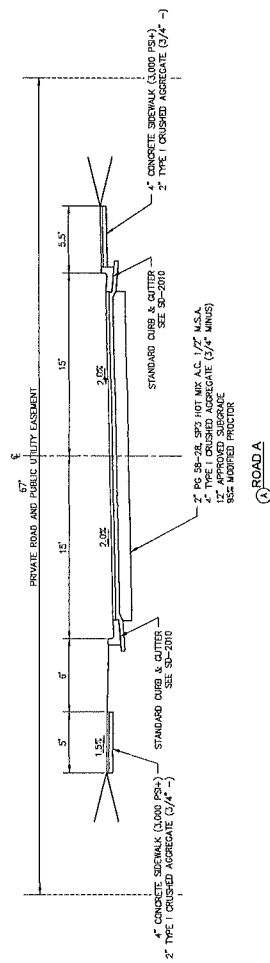

SANITARY SEWER MAN

WATER METER

FIRE HYDRANT

[illegible]

Explicit





GRADING LEGEND:

FINISHED GRADE ELEVATIONS
(ADD 2100 FEET)
C: TOP OF CONCRETE
FL: FINISH

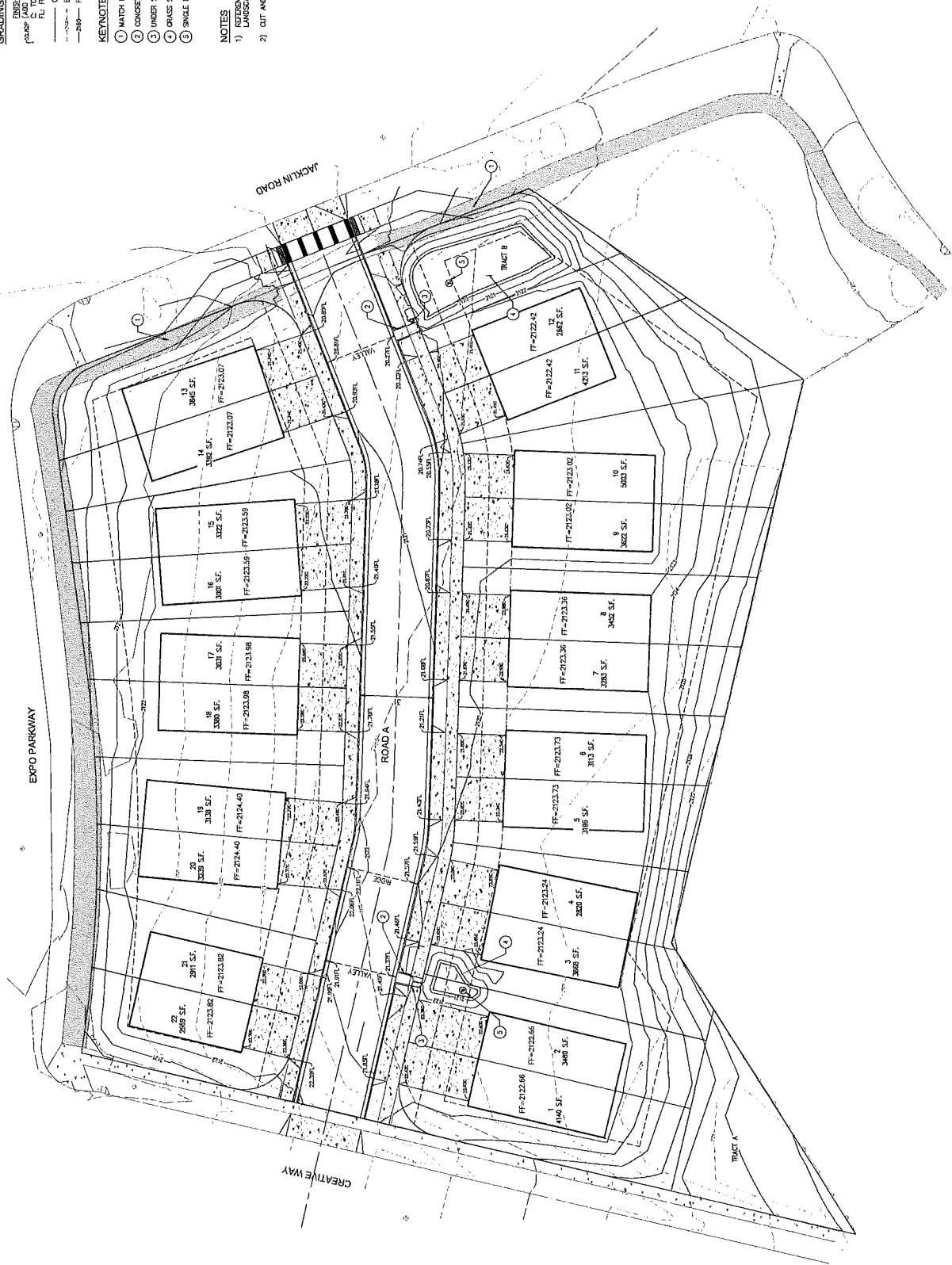
--- EXISTING
--- EXISTING CONTOUR
--- EXISTING GRADE CONTOUR

KEYNOTES:

- 1) MATCH EXISTING
- 2) CONCRETE CHASE
- 3) UNDER SIDEWALK DRAIN
- 4) GRASS SWALE
- 5) SINGLE DEPTH DRYWELL

NOTES

- 1) REFERENCE LANDSCAPE PLANS FOR TREATMENT IN ALL LANDSCAPE AREAS
- 2) CUT AND FILL SLOPES SHALL NOT EXCEED 2:1



QUALIVIEW TOWNHOMES

PF

POST FALLS, IDAHO

LOC

OVERALL GRADING PLAN

DATE	REVISION

C-3

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Greg McLean, Police Chief
SUBJECT: Agreement to Provide 911 and Dispatch Services to the City of Rathdrum

ITEM AND RECOMMENDED ACTION:

Approval of agreement with City of Rathdrum for 911 services and dispatch services

DISCUSSION:

The Post Falls Police Department has provided dispatch services to Rathdrum Police for many years. This agreement is an update to a previous agreement to reflect the current population of Rathdrum and the level of service that is provided to Rathdrum Police.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The previous agreement was last reviewed and approved by council in 2020.

APPROVED OR DIRECTION GIVEN:

Request approval of this agreement

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Revenue

BUDGET CODE:

N/A

ATTACHMENTS:

1. Updated Post Falls - Rathdrum 911 Agreement

**AGREEMENT TO PROVIDE
EMERGENCY COMMUNICATION SERVICES**

This AGREEMENT is entered into by and between the City of Rathdrum (“RATHDRUM”) and the City of Post Falls (“POST FALLS”) to replace an Agreement between the parties executed on December 15, 2020.

WHEREAS, POST FALLS has been providing Emergency Communication Services for RATHDRUM for the past several years; and

WHEREAS, RATHDRUM desires to enter into an agreement with POST FALLS for the continued performance of Emergency Communication Services for RATHDRUM, and

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

WHEREAS, this Agreement is authorized and provided for by the provisions of Idaho Code Sections 50-301 and 67-2332.

NOW, THEREFORE, the parties hereto agree as follows:

1. **POST FALLS EMERGENCY COMMUNICATION SERVICE:** POST FALLS agrees to employ, furnish, and supply all necessary personnel together with their equipment, supplies, supervision, records, and record keeping, and such other items as are reasonably required to provide Emergency Communication Services to RATHDRUM Police Department, under the following terms and conditions:
 - a. POST FALLS will provide EMERGENCY COMMUNICATION SERVICES for RATHDRUM twenty-four (24) hours each day, seven (7) days a week. The level of service shall be at the same basic level of service provided to the governing area of POST FALLS.
 - b. The personnel used by POST FALLS to perform the RATHDRUM Emergency Communication Services shall remain under the jurisdiction and control of POST FALLS while rendering the services, and POST FALLS shall maintain the performance standards of such personnel.
 - c. The scope of the POST FALLS Emergency Communication Services shall be to provide basic and enhanced 911 emergency communication services to RATHDRUM, receive emergency calls from locations within the city of RATHDRUM, and dispatch both law enforcement and other emergency service providers to locations within the city limits of RATHDRUM. The services shall further include the transmission of all law enforcement related to radio communications by the RATHDRUM Police Department.

2. TERM OF THE AGREEMENT: This Agreement will be effective on the 1st day of October 2023 and continue in full force and effect, with an automatic renewal for multiple one-year terms unless either party provides ninety (90) days' written notice of the intent not to renew. Each renewal will be on the same terms and conditions as the initial contract period.
3. EMPLOYEES OF PARTIES: All employees of POST FALLS will remain employees of POST FALLS, and all employees of RATHDRUM will remain employees of RATHDRUM, for all purposes, including the payment of wages and benefits and the coverage of insurance, including worker's compensation.
4. ADMINISTRATION: Each party will designate an administrator to coordinate the efforts of RATHDRUM employees and the employees of POST FALLS in fulfilling the duties of this Agreement. RATHDRUM designates the Rathdrum Chief of Police as its administrator, and POST FALLS designates the Post Falls Chief of Police as its administrator. Either party may change their designated administrator by providing the other party written notice of the name of the new designee. All communications concerning this Agreement and POST FALLS' Emergency Communication Services protection must be made between the parties or their designees. Each party agrees to provide full cooperation and assistance to the other to facilitate the performance of this Agreement.
5. COMPENSATION: As compensation for the POST FALLS Emergency Communication Services provided by POST FALLS, RATHDRUM hereby agrees to pay annually to POST FALLS the total amount of the emergency communications telephone fees from exchange telephone service and wireless carrier service collected by Kootenai County and conveyed to RATHDRUM.
6. DUTIES OF RATHDRUM: RATHDRUM agrees to provide their employees with all mobile and portable radio equipment.
7. DUTIES OF POST FALLS: POST FALLS agrees to expend the emergency communication funds paid by RATHDRUM on qualifying goods or services as allowed under the Idaho Emergency Communications Act, Title 31, Chapter 48, as it currently exists or is subsequently modified.
8. TERMINATION:
 - a. RATHDRUM may terminate this Agreement upon ninety (90) days' written notice if RATHDRUM does not receive from Kootenai County the emergency communication fees collected by the County pursuant to I.C. 31-4804 relating to exchange telephone service and wireless carrier service relating to RATHDRUM customers.
 - b. POST FALLS may terminate this Agreement for unforeseen circumstances. Or where POST FALLS determines, in its sole discretion, that the health, safety, and

general welfare of POST FALLS' residents requires modification, suspension, or termination of this Agreement. POST FALLS may modify, suspend, or terminate this Agreement following compliance with the following procedures:

- i. POST FALLS must notify RATHDRUM in writing of POST FALLS's determination that such circumstances exist, the reasons for POST FALLS's decision, and all facts upon which such reasons are based.
 - ii. RATHDRUM will be entitled to meet face-to-face with POST FALLS and to provide any information that RATHDRUM may have that mitigates or refutes the information relied upon by POST FALLS.
 - iii. If the parties cannot resolve the health, safety, and welfare issues through this process, POST FALLS may terminate the Agreement after helping facilitate the transfer of the RATHDRUM emergency communications services to Kootenai County's emergency services system or another emergency communications system.
- c. If the amount of emergency communications telephone fees from exchange telephone service and wireless carrier service collected by Kootenai County and conveyed to RATHDRUM falls below the current fee level at the time of this Agreement, or if the state legislature changes the statutory formula for disbursement of emergency communication fees, either party may terminate this contract upon providing a written notice of termination at least thirty (30) days in advance.
 - i. Upon receipt of such termination notice, both parties agree to engage in good faith negotiations to determine the most suitable course of action regarding any outstanding obligations or payments. This may include adjusting the fee level, disbursement terms, or other relevant provisions to ensure a fair and mutually agreeable resolution.
 - ii. If both parties fail to reach an agreement during the 30-day notice period, this Agreement will be considered terminated upon the expiration of the said notice period, and neither party will be liable for any further obligations beyond that point, except for those obligations expressly stipulated to survive termination in this contract.
 - iii. Furthermore, any outstanding payments or obligations accrued up to the effective date of termination remain due and payable, and both parties will promptly settle all outstanding financial matters in accordance with the terms of this Agreement.

- iv. This termination clause is intended to protect the interests of both parties in the event of changes in the fee level or statutory formula for the disbursement of emergency communication fees. It is mutually agreed that termination under these circumstances shall be considered an act of good faith, and neither party may hold the other liable for any damages or losses resulting from such termination.
 - d. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party no less than thirty (30) days' written notice, measured from the date of the certified mailing, specifying the nature of the alleged default and, when appropriate, how said default may be satisfactorily cured. During these thirty days of curing, the party charged shall not be considered in default for the purpose of termination or institution of legal proceedings. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting, and expiration of said thirty (30) day cure period without a cure, or if such cure cannot be accomplished within such thirty (30) day period, and diligent effort has not been made to effect cure after that, the Agreement may be terminated, or legal action brought to enforce the terms of the Agreement.
 - i. Failure or delay in giving notice of default pursuant to the Notice provision of this Agreement will not constitute a waiver of any default, nor does it change the time of the default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies regarding a default will not be construed as a waiver of any default, rights, or remedies; it shall not deprive either party of the right to institute and maintain any necessary actions or proceedings to protect, assert, or enforce any such rights or remedies.
 - e. In the event of early termination for any reason, that annual amount of compensation will be prorated, and RATHDRUM will only be responsible for the prorated amount relating to the period of actual service.
9. MUTUAL INDEMNIFICATION: POST FALLS agrees to indemnify, defend, and hold harmless RATHDRUM and its officers, agents, and employees from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of the acts or any performances or activities of POST FALLS, its agents, employees, or representatives under this Agreement. RATHDRUM agrees to indemnify, defend, and hold harmless POST FALLS, and its officers, agents, and employees from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of the acts or any performances or activities of RATHDRUM, its agents, employees, or representatives under this Agreement.

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

11. ATTORNEY FEES: Reasonable attorney fees will be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination.

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

POST FALLS:

RATHDRUM:

Ronald G. Jacobson, Mayor

Vic Holmes, Mayor

Date: _____

Date: _____

ATTEST:

Shannon Howard, City Clerk

Sherri Halligan, City Clerk

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Greg McLean, Police Chief

SUBJECT: Mutual aid agreement between the Rathdrum Police Department and the Post Falls Police Department

ITEM AND RECOMMENDED ACTION:

Approval of the mutual aid agreement between Post Falls Police Department and Rathdrum Police Department

DISCUSSION:

This is an update to a previous mutual aid agreement with the City of Rathdrum and Rathdrum Police Department. The important difference in this agreement is both agencies agree to be the primary agencies to assist when needed, with the Sheriff's Office only being used as a secondary option.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Last reviewed and approved in 2019

APPROVED OR DIRECTION GIVEN:

Request approval of this mutual aid agreement

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Post Falls - Rathdrum Mutual Aid Agreement (1)- clean 8.18.23

MUTUAL ASSISTANCE COMPACT

This AGREEMENT is entered into by and between the city of Rathdrum and the city of Post Falls, both being political subdivisions of, or within, the state of Idaho, of law enforcement departments, hereinafter referred to as “party” or “parties” to replace an Agreement between the parties executed by Rathdrum on September 3, 2019, and executed by Post Falls on September 11, 2019.

WHEREAS, each of the parties hereto has an interest in law enforcement, protection, and control, and

WHEREAS, each of the parties owns and maintains equipment and employs personnel who are trained to provide law enforcement, protection, and control, and

WHEREAS, in the event of an emergency, a catastrophe, or based upon the situation or circumstance, one of the parties may need the assistance of another party to provide law enforcement, protection, and control. Said mutual aid assistance may include backup assistance or special assistance. Special assistance is herein defined to include those situations or circumstances that may be rare, unique, require specialized personnel or equipment, or may be significantly more time consuming than typical law enforcement situations or circumstances; and

WHEREAS, each of the parties has sufficient equipment and personnel to enable it to provide such assistance to another party under this Agreement based upon an emergency, catastrophe, situation, or circumstance; and

WHEREAS, each of the parties has the jurisdiction to enforce state laws and city ordinances and codes within their jurisdiction, unless acting pursuant to a Mutual Assistance Compact pursuant to Idaho Code Section 67-2337 (4); and

WHEREAS, the geographical boundaries of each of the parties are located in such a manner as to enable the parties to render mutual assistance to each other.

NOW, THEREFORE, subject to the limitations of this Agreement to provide the above mutual aid assistance between the parties, it is hereby agreed under and pursuant to Idaho Code 67-2337 (4) as follows:

1. **DURATION OF AGREEMENT:** This Agreement shall not be effective until it is approved by the parties, pursuant to Idaho Code Section 67-2330. It shall continue in full force and effect until terminated by either party with thirty (30) days’ written notice.
2. **PURPOSE—MUTUAL AID ASSISTANCE:** The purpose of this Agreement is to permit cooperation between the parties in providing services and equipment as a means of mutual aid and assistance to the other party for law enforcement, protection, and control in the case of an emergency, catastrophe, or when the need may arise. This Agreement also acknowledges that each department will serve as each other’s primary backup for service if the need arises. Each party’s duty under this Agreement is discretionary. Still, each party agrees to provide such assistance to the extent it

determines that it is capable and has sufficient equipment and personnel to provide the requested assistance. All parties agree that this Agreement does not aim to provide the ordinary and usual law enforcement, police protection, and police patrol it performs as a public agency. Each party acknowledges that it has no right to demand any specific assistance under any circumstances from the other party. under any circumstances from the other party.

3. MUTUAL OFFICER PEER COUNSELING: Besides providing services and equipment in times of need, each party agrees to offer peer counseling to the other if needed. Each party may request and utilize the other party's department to provide an outlet to discuss challenging calls and issues free from conflict and other potential intradepartmental consequences.
4. MANNER OF FINANCING AND BUDGET: There shall be no joint financing of activities under this Agreement except by a written amendment between the respective parties regarding a specific event or occurrence. No compensation shall be due or owed for services rendered and equipment furnished under this Agreement by any party. It is agreed that all employees of Post Falls will remain employees of Post Falls, and all employees of Rathdrum shall remain employees of Rathdrum for all purposes, including the payment of wages, benefits, and insurance coverage, including worker's compensation. Each party shall independently budget for expected expenses under this Agreement.
5. PRIMARY BACKUP: The parties agree that they will act as each other's primary mutual aid backup assistance in accordance with the agreed upon terms and conditions herein provided, in the event that backup assistance is needed and available, which shall take priority over requesting backup assistance from the Kootenai county sheriff's department whenever possible. A basic protocol, that has been reviewed and approved by both parties, shall be provided to Post Falls dispatch services (who also provides dispatch services for Rathdrum) that will outline which of the parties' calls for backup assistance should be forwarded to the Kootenai County sheriff's office, and which calls should be directly forwarded to the other party so that mutual aid backup assistance can be provided by that party if available.
6. REQUEST FOR SPECIAL ASSISTANCE: Any request for mutual aid special assistance, as defined herein, under this Agreement shall be directed to the highest-ranking official available from the party being sought when the assistance is needed. The request may be made orally but must be confirmed in writing. It must specify the time and place of the requested special assistance, the equipment and personnel requested, and state the name of the official in charge of the police protection or police control where the assistance is requested.

7. RESPONSE TO SPECIAL ASSISTANCE REQUEST: The party requested to provide mutual aid special assistance, as defined herein, shall respond to the request and notify the requesting party whether personnel and equipment are available and whether assistance can be provided as soon as possible. The responding party may respond to the requesting party orally, but it must also be confirmed in writing. If the responding party agrees to provide mutual aid special assistance, it shall notify the requesting party of the equipment and personnel to be provided, the time it will be provided, and the name of the person in charge of providing the assistance. If the amount of assistance thereafter varies, the responding party shall amend this notification so that the requesting party will know what assistance was intended.
8. COMMAND OF EQUIPMENT AND PERSONNEL: The requesting party shall have on-site command and direction of the equipment and personnel provided by the responding party and advise the responding party of the person exercising such command and direction. All personnel who participate in mutual aid assistance shall be considered loaned servants to the party requesting the assistance, except to the extent inconsistent with this Agreement. When the mutual aid assistance is no longer needed, the requesting party shall release its command and direct that all equipment and personnel be returned to the responding party. Personnel who participate in mutual aid assistance shall remain their employer's employee for all purposes, including but not limited to the payment of wages and their entitlement to their employment benefits. Further, as provided by Idaho Code Section 67-2338, all of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, and other benefits shall apply to responding personnel to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially.
9. STANDARD OF CONDUCT: Each officer providing assistance shall uphold the standards of professional conduct as required by the requesting entity's standards. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine if there has been any breach of professional standards and to carry out discipline, if any. However, the requesting entity may request that a particular officer be removed from any circumstance or jurisdiction where the responding entity will honor such request as soon as practicable. At all times, the responding officers will be assigned duties customarily and lawfully performed by law enforcement officers of the state of Idaho, and there shall be due and usual regard given to the personal safety of the officers and public, consistent with the needs, circumstances, and the law enforcement problem being addressed.
10. RESPONSIBILITIES OF THE REQUESTING PARTY: The requesting party will assign personnel to advise responding officers of statutory, administrative, and procedural requirements within the jurisdiction of the occurrence. Officers of the requesting party will have priority in making and processing arrests and the impounding or safeguarding lives or property within the territorial boundaries of their

jurisdiction. When a responding officer in the jurisdiction of the requesting party takes a person or property into custody, the officer shall relinquish custody of said person or property at the earliest convenience to an officer of the requesting party for disposition per the laws of the requesting party's jurisdiction.

11. LIABILITY: If the requesting party has or maintains on-site command and direction of the equipment and personnel provided by the responding party, the requesting party shall have and assume complete liability for all acts of the personnel and operation of equipment as provided under this Agreement. If on-site command or direction is relinquished by the requesting party, then the original employing parties shall have and assume complete liability for all acts of its personnel and the operation of its equipment provided under this Agreement.
12. MUTUAL HOLD HARMLESS: Each party to this Agreement agrees to indemnify and hold harmless the other from any and all liability for any injury, damage, or claim suffered by any person or property caused by the party or its employee while performing under this Agreement.
13. INSURANCE: Each party to this Agreement agrees to carry and maintain a comprehensive general liability policy in the minimum amount of \$500,000.00 to protect the party from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the performance of this Agreement.
14. PRE-INCIDENT PLANNING: The commanding officers of the parties may mutually establish pre-incident plans that indicate the type and location(s) of potential areas where mutual aid assistance may be needed. This Agreement may be supplemented by schedules and lists specifying the types and number of equipment and personnel that would be dispatched under various circumstances. In addition, the parties may engage in joint training sessions to ensure a sufficient operation of this Agreement. The parties agree to make feasible efforts in standardizing the equipment and procedures for providing assistance under this Agreement.
15. PERSONNEL AND EQUIPMENT TRAINING AND MAINTENANCE: Each party shall assume responsibility for training its personnel and maintaining and repairing any equipment used or damaged during the performance of this Agreement.
16. ANNUAL MEETING: Representatives from both POST FALLS and RATHDRUM shall make themselves or their representatives available for joint meetings as may be requested by either party for the purpose of resolving any issues which may arise in the administration and execution of this Agreement. On or before May 1 of each year, both parties shall meet annually to evaluate the program and discuss any concerns.

IN WITNESS WHEREOF, the parties hereto have caused their officials to execute this Agreement.

POST FALLS:

RATHDRUM:

Ronald G. Jacobson, Mayor

Vic Holmes, Mayor

Date: _____

Date: _____

ATTEST:

Shannon Howard, City Clerk

Sherri Halligan, City Clerk

Greg McLean, Post Falls Police Chief

Tomi McLean, Rathdrum Police Chief

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Robert Seale, Community Development Director

SUBJECT: Right-of-Way Dedication for McReynolds Drive

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Agenda, City Council authorizes the Community Development Department to file the grant of right-of-way dedication for the remainder of McReynolds Drive once the applicable lis pendens releases have been completed by the Falls City Development Company, LLC.

DISCUSSION:

City staff have engaged in multiple conversations and negotiations with Liberty Bankers Life Insurance Co. regarding the dedication of the remaining McReynolds right-of-way (ROW). The dedication or grant of ROW will allow for the construction of a portion of McReynolds to connect the southerly road section north to 3rd Ave.

Part of the ongoing complications is related to a private property dispute. The Falls City Development Company, LLC had filed a lis pendens over a large portion of the Landings property, which held up the grant of ROW. The Falls City Development Company, LLC has now agreed to provide a partial release of the lis pendens, enabling the city to file the dedication from Liberty Bankers Life Insurance Co. This portion of McReynolds Drive is a named project within the Downtown Urban Renewal District and is expected to be constructed with development by adjacent property owners. The city will not record the deed until the Lis Pendens is released.

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. 2022 0304 - McReynolds Exhibit A and B (002)



Advanced Technology Surveying & Engineering

EXHIBIT A
LEGAL DESCRIPTION
RIGHT-OF-WAY DEDICATION FOR McREYNOLDS DRIVE

A PARCEL OF LAND SITUATE IN A PORTION OF GOVERNMENT LOT 6, SECTION 03, TOWNSHIP 50 NORTH, RANGE 05 WEST OF THE BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 03, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 88°51'45" EAST, 2628.19 FEET; THENCE, SOUTH 35°59'34" EAST, 3809.03 FEET TO A 5/8" REBAR & CAP "PLS 4182" MARKING THE NORTHEASTERLY MOST CORNER OF RIGHT-OF-WAY FOR McREYNOLDS DRIVE AS DEDICATED ON THE OFFICIAL PLAT OF PIER 20 AND 21 ON THE RIVER, AS RECORDED IN BOOK "L" OF PLATS AT PAGE 366, KOOTENAI COUNTY RECORDS AND BEING THE TRUE **POINT-OF-BEGINNING**;

THENCE ALONG THE NORTH BOUNDARY OF SAID RIGHT-OF-WAY, NORTH 88°56'07" WEST, 28.10 FEET AND BEING THE POINT OF NON-TANGENT CURVATURE TO THE RIGHT;

THENCE NORTHEASTERLY, 27.99 FEET ALONG SAID CURVE HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF 13°21'47" AND A CHORD BEARING NORTH 33°23'39" EAST, 27.92 FEET TO THE POINT OF TANGENT REVERSE CURVATURE;

THENCE NORTHERLY, A DISTANCE OF 61.40 FEET ALONG SAID CURVE HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 39°05'17" AND A CHORD BEARING NORTH 20°31'54" EAST 60.22 FEET TO THE POINT OF TANGENCY;

THENCE, NORTH 00°59'16" EAST, 24.80 FEET TO THE POINT OF TANGENT CURVATURE TO THE LEFT;

THENCE NORTHERLY, 1.97 FEET ALONG SAID CURVE HAVING A RADIUS OF 33.50 FEET, A CENTRAL ANGLE OF 03°22'29" AND A CHORD BEARING NORTH 00°41'58" WEST, 1.97 FEET TO AN ANGLE POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE FOR WEST 3rd AVENUE AS DESCRIBED IN THE GRANT OF RIGHT-OF-WAY DEED PER INSTRUMENT NUMBER 2299584000, KOOTENAI COUNTY RECORDS AND BEING THE POINT OF NON-TANGENCY AND MARKED BY A 5/8" REBAR & CAP "PLS 4182";

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID RIGHT-OF-WAY DEED, SOUTH 88°22'21" EAST, 58.18 FEET TO AN ANGLE POINT IN SAID SOUTHERLY RIGHT-OF-WAY LINE AND MARKED BY A 5/8" REBAR & CAP "PLS 4182" AND BEING A POINT OF NON-TANGENT CURVATURE TO THE RIGHT ON THE WESTERLY BOUNDARY LINE OF THAT PARTICULAR PARCEL OF LAND DESCRIBED IN "EXHIBIT C" OF A BOUNDARY LINE ADJUSTMENT DEED RECORDED AS INSTRUMENT NUMBER 2809628000, KOOTENAI COUNTY RECORDS;

THENCE ALONG SAID WESTERLY DEED BOUNDARY AS FOLLOWS:

SOUTHWESTERLY, 110.60 FEET ALONG SAID CURVE HAVING A RADIUS OF 130.59 FEET, A CENTRAL ANGLE OF 48°31'24" AND A CHORD BEARING SOUTH 22°45'02" WEST, 107.32 FEET TO THE POINT OF TANGENCY AND MARKED BY A 5/8" REBAR & CAP "PLS 4182";

March 4, 2022

SOUTH $42^{\circ}52'55''$ WEST, 7.30 FEET TO THE POINT OF NON-TANGENT CURVATURE TO THE LEFT AND MARKED BY A 5/8" REBAR & CAP "PLS 4182";

SOUTHERLY, 58.51 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF $41^{\circ}54'06''$ AND A CHORD BEARING SOUTH $21^{\circ}56'15''$ WEST, 57.21 FEET TO A POINT ON THE EASTERLY BOUNDARY OF AFOREMENTIONED RIGHT-OF-WAY LINE OF MCREYNOLDS DRIVE AS MARKED BY A 5/8" REBAR & CAP "PLS 4182" AND BEING THE POINT OF NON-TANGENCY;

THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH $00^{\circ}58'35''$ EAST, 52.05 FEET RETURNING TO THE POINT-OF-BEGINNING.

CONTAINING 0.140 ACRES OR 6111 SQUARE FEET, MORE OR LESS;

TOGETHER WITH AND SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD AND IN VIEW.


A circular professional seal for Matthew B. Mayberry, a Licensed Professional Land Surveyor in the State of Idaho. The seal contains the text "PROFESSIONAL LAND SURVEYOR", "LICENSED", "8962", "STATE OF IDAHO", and "MATTHEW B. MAYBERRY". To the right of the seal is the handwritten date "3/4/22".

EXHIBIT B

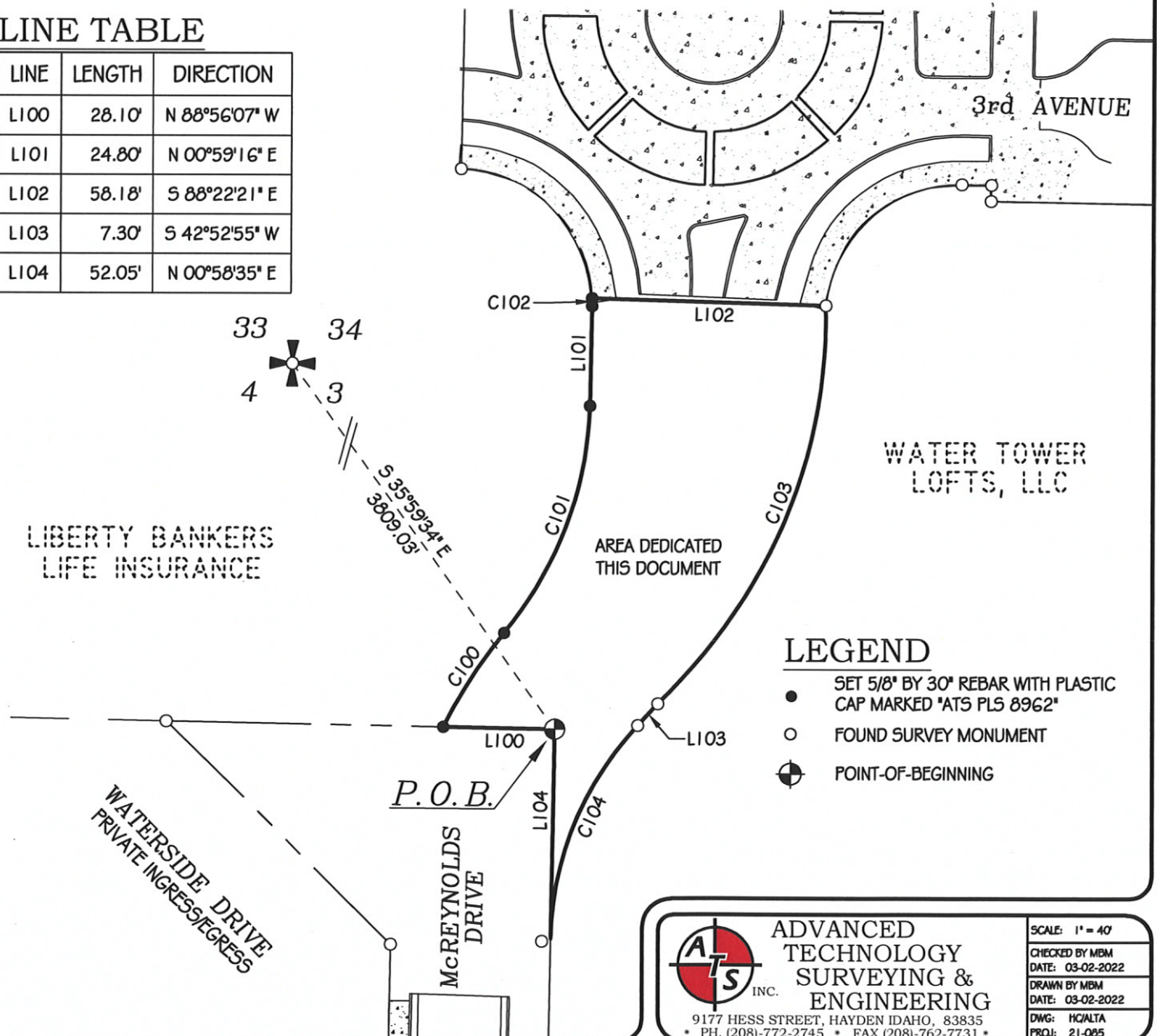
FOR RIGHT-OF-WAY DEDICATION OF McREYNOLDS DRIVE
A PORTION OF THE NORTHWEST 1/4 OF
SECTION 03, TOWNSHIP 50 NORTH, RANGE 05 WEST, B.M.
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

CURVE TABLE

CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DIST.
C100	27.99'	120.00'	013°21'47"	N 33°23'39" E	27.92'
C101	61.40'	90.00'	039°05'17"	N 20°31'54" E	60.22'
C102	1.97'	33.50'	003°22'29"	N 00°41'58" W	1.97'
C103	110.60'	130.59'	048°31'24"	N 22°45'02" E	107.32'
C104	58.51'	80.00'	041°54'06"	S 21°56'15" W	57.21'

LINE TABLE

LINE	LENGTH	DIRECTION
L100	28.10'	N 88°56'07" W
L101	24.80'	N 00°59'16" E
L102	58.18'	S 88°22'21" E
L103	7.30'	S 42°52'55" W
L104	52.05'	N 00°58'35" E



**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Enderud
SUBJECT: Deputy City Administrator Employment Contract

ITEM AND RECOMMENDED ACTION:

With approval of the consent calendar Council authorizes the mayor to sign the Deputy City Administrator Employment Contract for Warren Wilson. Staff recommends approval of the contract.

DISCUSSION:

Agreement for Warren Wilson to be employed as the City's Deputy City Administrator. This agreement has been reviewed by outside legal counsel Kara Heikkila, at Witherspoon, Brajcich, Mcphee. This agreement is contingent upon the approval of the 2024 Budget and the approval of other items on the agenda.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not been previously reviewed by Council

APPROVED OR DIRECTION GIVEN:

n/a

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Salary of \$6,956.54 for each two-week pay period, plus benefits.

BUDGET CODE:

ATTACHMENTS:

1. 2023.08.21 Warren Wilson - Deputy City Administrator-Department Head Employment Contract_Redacted

EMPLOYMENT CONTRACT

Deputy City Administrator

THIS AGREEMENT is made this _____ day of September, 2023, between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Warren J. Wilson**, whose primary address is [REDACTED].

WHEREAS, The City of Post Falls, (hereinafter the “City”) desires to employ the services of Warren J. Wilson, (hereinafter the “Employee”) as the Deputy City Administrator for the City of Post Falls; and

WHEREAS, A copy of the position description for the Deputy City Administrator position is attached to this Agreement as Exhibit “A;”

WHEREAS, The appointment of a Deputy City Administrator is governed by Municipal Code § 2.08.010 and Idaho Code § 50-204 and the Deputy City Administrator serves at the pleasure of the Mayor and City Council; and

WHEREAS, The City desires to enter into this Agreement to establish the terms and conditions of employment prior to appointing Employee to this position; and

WHEREAS, Employee desires to enter into this Agreement to establish the terms and conditions of employment prior to accepting appointment to this position.

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

1. Employment. Subject to the other provisions of this Agreement, City agrees to employ Employee in the position of Deputy City Administrator as described in Exhibit “A.” The parties agree that the duties of the Deputy City Administrator may be amended from time to time by mutual agreement of the parties without formal amendment to this Agreement. The parties further agree that the Deputy City Administrator is exempt from the provisions of the Fair Labor Standards Act relating to overtime payment and compensatory time.
2. Term. The term of this Agreement will commence on October 1, 2023 and will continue until the end of the City’s next full fiscal year. This Agreement will automatically renew on the first day of each new fiscal year thereafter unless the City provides at least thirty (30) days’ notice, in writing, to the Employee that this Agreement will not be renewed. If this Agreement is not renewed, all compensation, benefits and requirements of this Agreement will remain in effect until the expiration of this Agreement unless Employee voluntarily resigns. If the City elects to not renew

this Agreement, the City agrees to pay to the Employee Separation Pay under the same conditions, and to the same extent, as listed in Section 13.

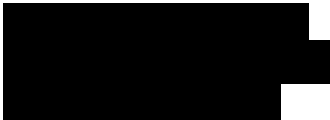
3. Duties. The parties agree that Employee will perform the duties of the Deputy City Administrator as outlined in Exhibit “A,” city personnel rules, and city code. The parties further agree that Employee will perform other lawful duties assigned by the City Administrator or Mayor. Employee agrees to devote as much time as is needed to complete the tasks of the Deputy City Administrator and acknowledges that Employee may be required to devote more than 40 hours per week to satisfactorily perform such duties. Employee further acknowledges that the Deputy City Administrator is a policy-sensitive position.
4. Performance Evaluations. At least annually, the City will review and evaluate the performance of the Employee during the past evaluation period. Additionally, during each evaluation, the City Administrator and Employee will discuss, and document in writing if deemed necessary by either party, goals for the next evaluation period. The City agrees that the goals and performance objectives must be attainable given time, staffing, and budget limitations.
5. Salary. During the initial six (6) months of Employee’s employment as Deputy City Administrator, the City agrees to pay Employee a salary of \$6,956.54 for each two-week pay period. If, at the end of the initial six (6) month period, Employee receives a satisfactory performance evaluation, the City agrees to grant Employee a salary increase of five percent (5%). For so long as Employee receives satisfactory performance evaluations, the City agrees to grant Employee merit and cost of living salary increases of the same percentage approved by the Mayor and City Council for all other full-time, benefitted employees of the City.
6. Benefits. In addition to the salary outlined in Section 5, the City agrees to provide Employee with the following benefits:
 - a. Paid Time Off. Employee will accrue Paid Time Off (“PTO”) at the rate identified in the City’s most currently adopted personnel policy based on the Employee’s service length. Additionally, the City agrees to provide an additional forty (40) hours of Executive Paid Time Off (“EPTO”), or the highest amount of EPTO the City agrees to pay to any other appointed officer of the City, annually to the Employee. If Employee does not use the full amount of EPTO during the fiscal year, the City will pay any remaining EPTO into the Employee’s VEBA account at Employee’s current wage at the end of the fiscal year.
 - b. Bereavement Leave. Employee will receive bereavement leave in an amount contained in the City’s most recently adopted personnel rules.
 - c. Medical, Life, and Related Insurance. Employee will receive the same medical, vision, life, and dental insurance or benefits provided to all other full-time benefitted employees.

- d. Retirement. Employee will receive the same Public Employee Retirement System (“PERSI”) retirement benefits as those provided to all other full-time benefited employees of the City. In addition to the PERSI benefits, the City will make an annual contribution into the Employee’s PERSI 401K account during the second pay period of each fiscal year. The amount of the PERSI 401K contribution will be the greater of Thirteen Hundred Dollars (\$1,300.00) or the highest PERSI 401K contribution amount the City agrees to pay to any other appointed officer of the City.
 - e. Professional Dues and Development. The City agrees to budget for, and pay, all dues necessary for Employee to retain any accreditations or licenses needed for Employee to perform the duties of the Deputy City Administrator. Additionally, the City agrees to budget for, and pay, all dues necessary for Employee to retain his licensure as a member of the Idaho State Bar, including the Local Government Section, and the Idaho Municipal Attorneys Association.
 - f. Continuing Education and Professional Development. The City agrees to budget for, and pay, necessary travel and training costs for Employee to meet continuing education requirements for any necessary accreditations, including Employee’s membership in the Idaho State Bar, or license requirements as well as for attending other professional meetings beneficial to the City. Employee agrees to submit annual budget requests for necessary travel and training for review during the annual budget adoption process.
7. Outside Employment. Employee agrees that they will not accept any outside employment while employed as the Deputy City Administrator by the City unless authorized in advance and in writing by the City Administrator. The parties agree that the “outside employment” will not be construed to include occasional teaching, writing, or military reserve service performed if those activities do not conflict or interfere with Employee fulfilling the duties of their employment and are performed on Employee’s time off.
8. Ethical Commitments. Employee agrees not to endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elective office with the City. Employee further agrees not to seek or accept any personal enrichment or profit derived from confidential information, holding appointive office, or misuse of public time. The City agrees to support Employee in keeping these commitments by refraining from any order, direction, or request that would require Employee to violate any of these ethical commitments. Specifically, neither the Mayor or any member of the City Council will request that the Employee endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking to hold elective office with the City, nor to handle any city related matter, on a basis other than fairness, impartiality, and merit.

9. Discipline. Unless modified by this Agreement, Employee agrees that the City may discipline them for any violation of the City's personnel rules in addition to any violation of the terms of this Agreement.
10. Termination by Employee. Employee may terminate this Agreement at any time by giving at least thirty (30) days written notice to the City Administrator.
11. Termination by the City. The parties agree that the City may terminate this Agreement at any time by following the provisions contained in Idaho Code for the removal of appointed officers (currently, Idaho Code § 50-206). Employee acknowledges and agrees that as an appointed officer, Employee serves at the pleasure of the Mayor and City Council and there is no right of continued employment under this Agreement.
12. Effective Termination by the City. If the City fails to appropriate sufficient funds to provide the annual salary and benefits due to the Employee under Sections 5 and 6 of this Agreement, the Employee may elect to provide notice to the City Administrator that the City has breached this Agreement and that the Employee is resigning their employment because of the breach by the City. The notice must be provided to the City Administrator no later than thirty (30) days after the City Council finally approves the budget for the next fiscal year. If the Employee timely provides such notice, the resignation will be treated as an effective termination of this Agreement by the City and Employee will be entitled to the payment of the Separation Pay under the same conditions, and to the same extent, listed in Section 13.
13. Separation Pay. If the Employee is terminated by the City, when the Employee is otherwise willing and able to perform the duties of the Deputy City Administrator pursuant to this Agreement, the City will pay to Employee a lump sum cash payment equal to four (4) months future salary and four (4) months of COBRA health care coverage continuation (collectively "Separation Pay") for Employee and all Employee's dependents covered by the City's health insurance at the time of separation of employment in addition to all accrued and unused PTO and EPTO. Payment of any Separation Pay will be made in accordance with state and federal law and is conditioned upon the Employee executing a release in substantially the same form as that attached to this Agreement as Exhibit "B." However, no Separation Pay will be paid if it is determined that any of the following exemptions apply.

Exceptions:

- a. Conviction of any criminal act relating to employment with the City;
- b. Conduct, relating to City employment, which, while not criminal in nature, violates the personnel manual or other reasonable standards of professional and personal conduct, in a substantial manner;

- c. Finding of probable cause or conviction of a felony or misdemeanor involving dishonesty or moral turpitude; or
 - d. Conviction of any felony offense.
- 14. Appropriation of Separation Pay. The City agrees to appropriate sufficient funds on the effective date of this Agreement to fully pay the total Separation Pay amounts that would be due to the Employee if this Agreement were terminated or not renewed by the City during the initial term. In each annual budget thereafter, if the City elects to renew this Agreement, the City agrees to increase the amount of the appropriation of Separation Pay in a sufficient amount to fully pay the amount of Separation Pay potentially due to the Employee during each renewal term based on increases in salary and benefits to the Employee.
- 15. Other Terms and Conditions of Employment. The parties agree that unless otherwise provided in this Agreement, all provisions contained in the most recently adopted Post Falls Municipal Code or city personnel rules, in effect at the time, related to vacations, sick leave, retirement, holidays, and other fringe benefits and working conditions apply to Employee as they would to other employees of the City.
- 16. Notice. Notice pursuant to this Agreement may be given by personal service, by email, or by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:
 - a. City: City of Post Falls
C/O Shelly Enderud, City Administrator
408 N. Spokane Street
Post Falls, ID 83854
senderud@postfalls.gov
 - b. Employee: Warren Wilson


Notice will be deemed given as of the date of personal service, or email, or as of the date five days after the date of deposit in the custody of the United States Postal Service.

- 17. General Provisions.
 - a. Entire Agreement: This agreement represents the entire agreement between the parties. All discussions and negotiations are merged into this Agreement. No additional or collateral agreements are binding upon the parties with respect to the employment of Employee by the City as its Deputy City Administrator.

- b. Waiver: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
- c. Choice of Law. The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho.
- d. Binding Arbitration. Any disputes under this Agreement shall be resolved by binding arbitration conducted under the Employment Dispute Resolution Rules of the AAA on a confidential basis. An aggrieved Party must give written notice to the other Party within 30 days after they first knew or should have known of the facts giving rise to the claims. If this arbitration provision is invoked, each Party shall recommend three (3) arbitrators and will agree to use the first available arbitrator jointly recommended. Any arbitration shall take place in the First Judicial District, in Coeur d'Alene, Idaho. The Parties shall share equally the AAA administrative fees and expenses, unless otherwise required by law. Attorney fees and expenses may be awarded by the arbitrator, consistent with Idaho Rules Civil Procedure 54(e)(1) and applicable statutes.
- e. Severability: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
- f. Attorney Fees: Reasonable attorney fees will be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.
- g. Incorporation of Recitals and Exhibits. The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- h. Section Headings. The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- i. Neutral Interpretation. This Agreement constitutes the product of negotiation between the parties and the parties agree that the enforcement of this Agreement will be interpreted in a neutral manner and that any rules of construction to the contrary are specifically waived.

<Signature Page Follows>

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on _____ by **Warren J. Wilson**.

Signature of notary public

(Stamp above)

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Shelly Enderud
SUBJECT: Legal Services Director Employment Contract

ITEM AND RECOMMENDED ACTION:

With approval of the consent calendar Council authorizes the mayor to sign the Legal Services Director Employment Contract for Field Herrington. Staff Recommends approval of the contract.

DISCUSSION:

Agreement for Field Herrington to be employed as the City's Legal Services Director and City Attorney. This agreement has been reviewed by outside legal counsel Kara Heikkila, at Witherspoon, Brajcich, Mcphee. This agreement is contingent upon the approval of the 2024 Budget and the approval of other items on the consent calendar.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item has not been previously reviewed by Council.

APPROVED OR DIRECTION GIVEN:

n/a

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Salary of \$5,384.62 for each two-week pay period, plus benefits.

BUDGET CODE:

ATTACHMENTS:

1. 2023.08.29 Field Herrington - Legal Services Director Employment Contract_Redacted

EMPLOYMENT CONTRACT

Legal Services Director

THIS AGREEMENT is made this _____ day of September, 2023, between the **City of Post Falls**, a municipal corporation organized and existing pursuant to the laws of the State of Idaho, with its principal place of business at 408 N. Spokane Street, Post Falls, ID, and **Field K. Herrington**, whose primary address is [REDACTED] [REDACTED] [REDACTED] [REDACTED].

WHEREAS, The City of Post Falls, (hereinafter the “City”) desires to employ the services of Field K. Herrington, (hereinafter the “Employee”) as the Legal Services Director and City Attorney for the City of Post Falls; and

WHEREAS, A copy of the position description for the Legal Services Director position is attached to this Agreement as Exhibit “A;”

WHEREAS, The appointment of a Legal Services Director is governed by Municipal Code § 2.08.010 and Idaho Code § 50-204, and the Legal Services Director serves at the pleasure of the Mayor and City Council; and

WHEREAS, The City desires to enter into this Agreement to establish the terms and conditions of employment prior to appointing Employee to this position; and

WHEREAS, Employee desires to enter into this Agreement to establish the terms and conditions of employment prior to accepting appointment to this position.

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

1. Licensure. Employee warrants and agrees that Employee is licensed to practice law in the State of Idaho without limitation. Employee must maintain Employee’s license to practice law in good standing throughout the term of this Agreement as a condition of employment. Should Employee no longer be authorized to practice law in Idaho, this Agreement will terminate immediately for good cause.
2. Employment. Subject to the other provisions of this Agreement, City agrees to employ Employee in the position of Legal Services Director as described in Exhibit “A.” The parties agree that the duties of the Legal Services Director may be amended from time to time by mutual agreement of the parties without formal amendment to this Agreement. The parties further agree that the Legal Services Director is exempt from the provisions of the Fair Labor Standards Act relating to overtime payment and compensatory time.

3. Term. The term of this Agreement will commence on October 1, 2023, and will continue until the end of the City's next full fiscal year. This Agreement will automatically renew on the first day of each new fiscal year thereafter unless the City provides at least thirty (30) days' notice, in writing, to the Employee that this Agreement will not be renewed. If this Agreement is not renewed, all compensation, benefits and requirements of this Agreement will remain in effect until the expiration of this Agreement unless Employee voluntarily resigns. If the City elects to not renew this Agreement, the City agrees to pay to the Employee Separation Pay under the same conditions and to the same extent as listed in Section 13.
4. Duties. Employee shall be appointed as the city attorney and perform such duties as are required of city attorneys under Idaho state law. Further, the parties agree that Employee will perform the duties of the Legal Services Director as outlined in Exhibit "A," city personnel rules, and city code. The parties further agree that Employee will perform other lawful duties assigned by the City Administrator or Mayor. Employee agrees to devote as much time as is needed to complete the tasks of the Legal Services Director and acknowledges that Employee may be required to devote more than 40 hours per week to satisfactorily perform such duties. Employee further acknowledges that the Legal Services Director is a policy-sensitive position.
5. Performance Evaluations. At least annually, the City will review and evaluate the performance of the Employee during the past evaluation period. Additionally, during each evaluation, the City Administrator and Employee will discuss and document in writing, if deemed necessary by either party, goals for the next evaluation period. The City agrees that the goals and performance objectives must be attainable given time, staffing, and budget limitations.
6. Salary. The City agrees to pay Employee a salary of \$5,384.62 for each two-week pay period. For so long as Employee receives satisfactory performance evaluations, the City agrees to grant Employee merit and cost of living salary increases of the same percentage approved by the Mayor and City Council for all other full-time, benefitted employees of the City.
7. Benefits. In addition to the salary outlined in Section 6, the City agrees to provide Employee with the following benefits:
 - a. Paid Time Off. Employee will accrue Paid Time Off ("PTO") at the rate identified in the City's most currently adopted personnel policy based on the Employee's total service length to the City. Additionally, the City agrees to provide an additional forty (40) hours of Executive Paid Time Off ("EPTO"), or the highest amount of EPTO the City agrees to pay to any other appointed officer of the City, annually to the Employee. If Employee does not use the full amount of EPTO during the fiscal year, the City will pay any remaining EPTO into the Employee's VEBA account at Employee's current wage at the end of the fiscal year.

- b. Bereavement Leave. Employee will receive bereavement leave in an amount contained in the City's most recently adopted personnel rules.
 - c. Medical, Life, and Related Insurance. Employee will receive the same medical, vision, life, and dental insurance or benefits provided to all other full-time benefitted employees.
 - d. Retirement. Employee will receive the same Public Employee Retirement System ("PERSI") retirement benefits as those provided to all other full-time benefitted employees of the City. In addition to the PERSI benefits, the City will make an annual contribution into the Employee's PERSI 401K account during the second pay period of each fiscal year. The amount of the PERSI 401K contribution will be the greater of Thirteen Hundred Dollars (\$1,300.00) or the highest PERSI 401K contribution amount the City agrees to pay to any other appointed officer of the City.
 - e. Professional Dues and Development. The City agrees to budget for, and pay, all dues necessary for Employee to retain any accreditations or licenses currently held or needed for Employee to perform the duties of the Legal Services Director. Additionally, the City acknowledges the value of having Employee participate and be directly involved in civic organizations or divisions of the Idaho State Bar. Employer shall pay for the reasonable membership fees, dues, and expenses to enable Employee for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the City. These include, but are limited to, Idaho State Bar and its sections, Washington State Bar, Idaho Municipal Attorneys, and the International Municipal Lawyers Association.
 - f. Continuing Education and Professional Development. The City agrees to budget for, and pay, necessary travel and training costs for Employee to meet continuing education requirements for any necessary accreditations or license requirements as well as for attending other professional meetings beneficial to the City. Employee agrees to submit annual budget requests for necessary travel and training for review during the annual budget adoption process.
8. Outside Employment. Employee agrees that they will not accept any outside employment while employed as the Legal Services Director by the City unless authorized in advance and in writing by the City Administrator. The parties agree that the "outside employment" will not be construed to include occasional teaching, writing, or military reserve service performed if those activities do not conflict or interfere with Employee fulfilling the duties of their employment and are performed on Employee's time off.
9. Ethical Commitments. Employee agrees not to endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for

individuals seeking or holding elective office with the City. Employee further agrees not to seek or accept any personal enrichment or profit derived from confidential information, or holding appointive office, or misuse of public time. The City agrees to support Employee in keeping these commitments by refraining from any order, direction, or request that would require Employee to violate any of these ethical commitments. Specifically, neither the Mayor or any member of the City Council will request that the Employee endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking to hold elective office with the City, nor to handle any city related matter, on a basis other than fairness, impartiality, and merit.

10. Discipline. Unless modified by this Agreement, Employee agrees that the City may discipline them for any violation of the City's personnel rules in addition to any violation of the terms of this Agreement.
11. Termination by Employee. Employee may terminate this Agreement at any time by giving at least thirty (30) days written notice to the City Administrator.
12. Termination by the City. The parties agree that the City may terminate this Agreement at any time by following the provisions contained in Idaho Code for the removal of appointed officers (currently, Idaho Code § 50-206). Employee acknowledges and agrees that as an appointed officer, Employee serves at the pleasure of the Mayor and City Council and there is no right of continued employment under this Agreement.
13. Effective Termination by the City. If the City fails to appropriate sufficient funds to provide the annual salary and benefits due to the Employee under Sections 5 and 6 of this Agreement, the Employee may elect to provide notice to the City Administrator that the City has breached this Agreement and that the Employee is resigning their employment because of the breach by the City. The notice must be provided to the City Administrator no later than thirty (30) days after the City Council finally approves the budget for the next fiscal year. If the Employee timely provides such notice, the resignation will be treated as an effective termination of this Agreement by the City, and Employee will be entitled to the payment of the Separation Pay under the same conditions and to the same extent listed in Section 13.
14. Separation Pay. If the Employee is terminated by the City, when the Employee is otherwise willing and able to perform the duties of the Legal Services Director pursuant to this Agreement, the City will pay to Employee a lump sum cash payment equal to four (4) months future salary and four (4) months of COBRA health care coverage continuation (collectively "Separation Pay") for Employee and all Employee's dependents covered by the City's health insurance at the time of separation of employment in addition to all accrued and unused PTO and EPTO. Payment of any Separation Pay will be made in accordance with state and federal law and is conditioned upon the Employee executing a release in substantially the same form as that attached to this Agreement as Exhibit "B." However, no Separation Pay will be paid if it is determined that any of the following exemptions apply.

Exceptions:

- a. Conviction of any criminal act relating to employment with the City;
- b. Conduct, relating to City employment, which, while not criminal in nature, violates the personnel manual or other reasonable standards of professional and personal conduct, in a substantial manner;
- c. Finding of probable cause or conviction of a felony or misdemeanor involving dishonesty or moral turpitude; or
- d. Conviction of any felony offense.

15. Appropriation of Separation Pay. The City agrees to appropriate sufficient funds on the effective date of this Agreement to fully pay the total Separation Pay amounts that would be due to the Employee if this Agreement were terminated or not renewed by the City during the initial term. In each annual budget thereafter, if the City elects to renew this Agreement, the City agrees to increase the amount of the appropriation of Separation Pay in a sufficient amount to fully pay the amount of Separation Pay potentially due to the Employee during each renewal term based on increases in salary and benefits to the Employee.

16. Other Terms and Conditions of Employment. The parties agree that unless otherwise provided in this Agreement, all provisions contained in the most recently adopted Post Falls Municipal Code or city personnel rules, in effect at the time, related to vacations, sick leave, retirement, holidays, and other fringe benefits and working conditions apply to Employee as they would to other employees of the City.

17. Notice. Notice pursuant to this Agreement may be given by personal service, by email, or by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

a. City: City of Post Falls
C/O Shelly Enderud, City Administrator
408 N. Spokane Street
Post Falls, ID 83854
senderud@postfalls.gov

b. Employee: Field K. Herrington

[REDACTED]
[REDACTED]
[REDACTED]

Notice will be deemed given as of the date of personal service, or email, or as of the date five days after the date of deposit in the custody of the United States Postal Service.

18. General Provisions.

- a. Entire Agreement: This agreement represents the entire agreement between the parties. All discussions and negotiations are merged into this Agreement. No additional or collateral agreements are binding upon the parties with respect to the employment of Employee by the City as its Legal Services Director.
- b. Waiver: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
- c. Choice of Law. The parties agree that this Agreement will be interpreted in accordance with laws of the State of Idaho.
- d. Binding Arbitration. Any disputes under this Agreement shall be resolved by binding arbitration conducted under the Employment Dispute Resolution Rules of the AAA on a confidential basis. An aggrieved Party must give written notice to the other Party within 30 days after they first knew or should have known of the facts giving rise to the claims. If this arbitration provision is invoked, each Party shall recommend three (3) arbitrators and will agree to use the first available arbitrator jointly recommended. Any arbitration shall take place in the First Judicial District, in Coeur d'Alene, Idaho. The Parties shall share equally the AAA administrative fees and expenses, unless otherwise required by law. Attorney fees and expenses may be awarded by the arbitrator, consistent with Idaho Rules Civil Procedure 54(e)(1) and applicable statutes.
- e. Severability: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
- f. Attorney Fees: Reasonable attorney fees will be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.
- g. Incorporation of Recitals and Exhibits. The recitals to this Agreement and all exhibits referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.
- h. Section Headings. The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the sections to which they apply.
- i. Neutral Interpretation. This Agreement constitutes the product of negotiation between the parties and the parties agree that the enforcement of this Agreement

will be interpreted in a neutral manner and that any rules of construction to the contrary are specifically waived.

<Signature Page Follows>

State of Idaho)
 : ss
County of Kootenai)

This instrument was acknowledged before me on _____ by **Field K. Herrington**.

Signature of notary public

(Stamp above)

**CITY OF POST FALLS
AGENDA REPORT
PUBLIC HEARINGS
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner, Finance Director
SUBJECT: FY 2024 Property Tax Reserve to Foregone

ITEM AND RECOMMENDED ACTION:

Approve Resolution, as presented.

DISCUSSION:

The State of Idaho requires the council to approve the amount not used for property taxes and to be banked as forgone.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Budget Hearing on August 15th, 2023.

APPROVED OR DIRECTION GIVEN:

Approve Resolution

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

None

BUDGET CODE:

None

ATTACHMENTS:

1. FY 2024 Foregone Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____, IDAHO,
RESERVING THE FORGONE AMOUNT FOR FISCAL YEAR 2024 FOR
POTENTIAL USE IN SUBSEQUENT YEARS AS DESCRIBED IN IDAHO
CODE §63-802, et al.

WHEREAS, Idaho Code §50-235 empowers the city council of each city to levy taxes for
general revenue purposes; and,

WHEREAS, Idaho Code §50-1002 requires the city council of each city in the State of Idaho 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 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)(f) requires that the City adopt an annual resolution to reserve
additional forgone amount in order to utilize that amount in subsequent years; and,

WHEREAS, the City has met the notice and hearing requirements in Idaho Code §63-802(1)(f) to
reserve the current year's increase in the forgone amount; and,

WHEREAS, the City intends to reserve \$116,497 of its current year's increase in allowable forgone
amount.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF POST
FALLS, IDAHO, that \$116,497 of the current year's allowable increase in its forgone amount is
reserved and included in the City's total forgone balance for potential use in subsequent years.

PASSED by the _____ CITY COUNCIL on the _____ day of _____,
_____.

MAYOR

ATTEST:

CITY CLERK

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 9/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner, Finance Director
SUBJECT: Resolution - Fiscal Year 2024 Fee Resolution

ITEM AND RECOMMENDED ACTION:

Approve, as presented.

DISCUSSION:

The fees for fiscal year 2024 were presented and discussed at the Public Hearing on August 15th, 2023.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

August 15th, 2023

APPROVED OR DIRECTION GIVEN:

Approve as presented.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Fee Resolution FY 2024_Approved

RESOLUTION NO. _____

RESOLUTION ADOPTING CITY OF POST FALLS' FEE SCHEDULE

WHEREAS, the City of Post Falls annually reviews all fees during the budget process to ensure accuracy; and

WHEREAS, periodic revisions to fees may be necessary; and

WHEREAS, the City has fees already established; and

WHEREAS, the City of Post Falls has determined that the fee schedule be amended to reflect the reasonable cost of providing the services; and

WHEREAS, after public hearing has been held prior to the adoption of this resolution, regarding new and increased city fees, it is deemed by the City Council to be in the best interest of the City of Post Falls and the citizens thereof that the fee schedule be amended to include the new and increased fees which were addressed in the public hearing.

NOW, THEREFORE, Be It Resolved by the Mayor and City Council of the City of Post Falls, Idaho that the following fee schedule, which reflect the new and amended fees and all other fees that have not been amended, be adopted for the City of Post Falls:

<u>FEE TYPE</u>	<u>ATTACHMENT NO.</u>
Utility Fees	1
Recreation Fees	2
Parks Fees	3
Cemetery Fees	4
Community Development Fees	5
Public Safety Fees	6
Administrative Fees	7
Local Improvement District Fees	8
Records & Copy Fees	9
Permit Valuation Chart	10

City staff is directed to take all administrative actions necessary to implement the attached listing of effective City fees.

Any fee inconsistent with the provisions of this Resolution is hereby repealed or superseded to the extent of such inconsistency, as appropriate.

The revised fee schedule shall be effective beginning October 1st, 2023, unless another date is otherwise indicated in the resolution, and shall remain in force until revised by subsequent Resolution of the Post Falls City Council.

DATED this _____ day of _____, 2023.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

ATTACHMENT 1 - UTILITY FEES

WATER:

Capitalization Fees:

<u>Service Size</u>	<u>Capitalization Fee</u>
3/4 - 1"	\$ 3,397.00
1" (Commercial)	\$ 5,662.00
1 1/2"	\$ 11,323.00
2"	\$ 18,116.00
3"	\$ 36,232.00
4"	\$ 56,612.00
6"	\$ 113,224.00
8"	\$ 167,031.00

Use Fees:

The sum of the following elements (A+B):

A. BASE FEE FOR ALL USERS:

<u>Meter Size</u>	<u>Monthly Fee</u>
1" or less	\$ 12.82
1.5"	\$ 21.45
2"	\$ 31.88
3"	\$ 56.31
4"	\$ 90.97
6"	\$ 177.86
8"	\$ 307.88

B. USAGE FEE FOR ALL USERS ON A PER THOUSAND GALLON BASIS:

Each 1,000 gallon unit or any portion thereof for residential and irrigation accounts:

0 to 49,000 gallons	\$ 1.42
50,000 gallons +	\$ 2.03

Each 1,000 gallon unit or any portion thereof for all other accounts:

0 + gallons	\$ 1.42
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RECLAIMED WATER:

Capitalization Fees:

The revised fee schedule shall be effective beginning October 1st, 2023, unless another
Basic Capitalization Fee

The revised fee schedule shall be effective beginning October 1st, 2023, unless another
Commercial/Industrial Capitalization Fee - A minimum of \$7,843 plus an
additional \$7,843 for each 5,000 gallons of reclaimed water flow based
upon water consumption, above the first 5,000 gallons per month.

User Fees:

That pursuant to Section 13.32.120 of the Post Falls Municipal Code, requiring revision to the user fees when costs or the number of equivalent users change so as to affect the ability of the system to provide the intended service, and increases have occurred since 2012 in the number of equivalent residential users and the costs of operation, maintenance, debt service and capital replacement; and is an essential part of the protection and management of the reclaimed water collection and treatment system; and the costs associated with reclaimed surface water management should be included in the costs of maintenance of the reclaimed water collection and treatment system, the reclaimed water rates of the City of Post Falls shall be as follows:

The equivalent residential user base charge for reclaimed water service shall be increased to sixty-eight dollars and forty-six cents (\$68.46) per month, and \$13.73 per 1,000 gallons of water use over 5,000 gallons for commercial units.

SOLID WASTE:

- A. That the base rate for current 35 gallon cart residential users shall be \$9.84 per month, with such service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler. Maintenance of such rate for existing 35 gallon cart customers shall depend upon compliance with the administrative rules established for the one-can rate;
- B. That the base rate for 96 gallon cart residential users shall be \$13.17 per month, with such service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler;
- C. That the base rate for one-can (now known as 35 gallon cart customers) residential users was discontinued as a rate option effective June 1, 1999, with those currently signed up for this option, and in compliance with the required sticker on their garbage can, being allowed to keep this option until such time garbage rates are changed in the future. New residential customers shall be charged the base residential rate of \$13.17 per month with a 96 gallon cart weekly disposal allowance;
- D. That all garbage placed for collection which exceeds the per-can base rate established for the account shall be charged at the rate of two dollars and seventy-six cents (\$2.76) per can equivalent, per pickup;
- E. Commercial and additional rates will be as follows:

FL = Front Load

RL = Rear Load

Container Type	Pick-ups Per Week					
	1	2	3	4	5	6
96 Gallon Cart	\$ 22.24	\$ 30.31	\$ -	\$ -	\$ -	\$ -
300 Gallon Cart	\$ 38.38	\$ 84.82	\$ 127.25	\$ -	\$ -	\$ -
400 Gallon Cart	\$ 54.53	\$ 109.05	\$ 163.59	\$ -	\$ -	\$ -
FL Dumpster - 1 YD	\$ 33.22	\$ 66.66	\$ 94.94	\$ 123.19	\$ 151.47	\$ -
FL Dumpster - 1.5 YD	\$ 46.46	\$ 88.88	\$ 129.25	\$ 169.64	\$ 210.03	\$ -
FL Dumpster - 2 YD	\$ 57.59	\$ 110.06	\$ 161.58	\$ 212.06	\$ 262.53	\$ -
FL Dumpster - 3 YD	\$ 84.82	\$ 161.58	\$ 238.30	\$ 306.99	\$ 389.74	\$ -
FL Dumpster - 4 YD	\$ 103.00	\$ 195.55	\$ 290.82	\$ 379.68	\$ 468.55	\$ 568.38
FL Dumpster - 6 YD	\$ 139.36	\$ 262.53	\$ 381.59	\$ 502.84	\$ 624.01	\$ -
FL Dumpster - 8 YD	\$ 181.78	\$ 341.32	\$ 498.84	\$ 656.35	\$ 811.84	\$ 1,122.84
RL Dumpster - 1 YD	\$ 37.68	\$ 66.66	\$ 94.94	\$ 121.18	\$ 147.40	\$ -
RL Dumpster - 1.5 YD	\$ 53.53	\$ 92.90	\$ 135.34	\$ 159.54	\$ 195.89	\$ -
RL Dumpster - 2 YD	\$ 59.59	\$ 110.09	\$ 161.58	\$ 212.06	\$ 262.53	\$ -
RL Dumpster - 3 YD	\$ 86.83	\$ 161.58	\$ 238.30	\$ 306.99	\$ 389.74	\$ -
RL Dumpster - 4 YD	\$ 105.01	\$ 197.92	\$ 288.79	\$ 379.68	\$ 472.57	\$ -
RL Dumpster - 6 YD	\$ 179.75	\$ 315.04	\$ 448.32	\$ 579.62	\$ 710.87	\$ -
RL Dumpster - 8 YD	\$ 224.18	\$ 407.95	\$ 591.73	\$ 775.48	\$ 959.27	\$ -
Compactor - 4 YD	\$ 302.93	\$ 605.86	\$ 858.31	\$ -	\$ -	\$ -
Compactor - 5 YD	\$ 373.61	\$ 747.22	\$ 1,120.82	\$ -	\$ -	\$ -
Compactor - 6 YD	\$ 403.93	\$ 807.82	\$ 1,211.68	\$ -	\$ -	\$ -
Compactor - 10 YD	\$ 605.86	\$ 1,211.67	\$ 1,817.54	\$ -	\$ -	\$ -
Compactor - 15 YD	\$ 212.06	\$ -	\$ -	\$ -	\$ -	\$ -
Compactor - 20 YD	\$ 282.85	\$ -	\$ -	\$ -	\$ -	\$ -
Compactor - 30 YD	\$ 403.93	\$ -	\$ -	\$ -	\$ -	\$ -
Compactor - 40 YD	\$ 874.86	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Only - 8 YD	\$ 224.18	\$ 407.95	\$ 591.73	\$ 775.48	\$ 959.27	\$ -
Construction Only - 10 YD	\$ 266.58	\$ 494.77	\$ 725.01	\$ 951.20	\$ 1,181.42	\$ -

Additional commercial sanitation will be charged at:

\$14.16 each additional pick up on a 96 gallon cart

\$19.22 each additional yard

Roll Off Boxes:

Special Hauls:

20 YD delivery	\$ 88.88	4 YD compactor	\$ 111.10
20 YD dump	212.06	5 YD compactor	131.29
30 YD delivery	88.88	6 YD compactor	145.41
30 YD dump	212.06	10 YD compactor	171.68
Roll off return trip	64.67		
Roll off round trip	40.39		
Roll off turn around	20.23		

Special Hauls on Existing and Short Term Service (FL, RL and Side Load Bins):

96 Gallon commercial	\$ 12.13	4 YD	\$ 44.45
300 Gallon	\$ 20.23	6 YD FL	\$ 60.61
400 Gallon	\$ 27.31	6 YD RL	\$ 73.24
1 YD	\$ 12.13	8 YD FL	\$ 78.82
1.5 YD	\$ 24.24	8 YD RL	\$ 88.96
2 YD	\$ 26.28	10 YD RL	\$ 100.97

Resolution No. Effective Date:

5

3 YD	\$	32.32
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Bin Placement or Removal:

96 Gallon	\$	10.14
300 Gallon	\$	50.51
400 Gallon	\$	50.51
1 - 8 YD FL	\$	50.51
1 - 10 YD RL	\$	50.51

Daily Rent:

96 Gallon	\$	0.54	1 - 4 YD RL	\$	2.26
300 Gallon		2.26	6 - 8 YD FL & RL		4.57
400 Gallon		2.26	10 YD RL		5.09
1 - 4 YD FL		2.26	20 & 30 YD Roll Off		6.00

Other Service Rates:

Delivery/Removal of Permanent Svc Container	\$	50.51
Make Container Lockable	\$	66.92
Special Haul Return Fee	\$	50.51
Gate Fee (each time)	\$	10.05
Driver Assistance Residential (each time)	\$	6.10
Driver Assistance Commercial (each time)	\$	6.10
Man and Truck 1 hour minimum (hour)	\$	131.29
Commercial Recycling Bin (month)	\$	12.13
Fighting Creek Trip Charge (each time)	\$	191.86
Return Trip Residential (each time)	\$	10.14
Return Trip Container (each time)	\$	50.51
Additional Cart Service	\$	10.13
96 Gallon Cart Exchange (each time)	\$	12.13
Return Trip Recycling (each time)	\$	10.08
Recycling Bin Removal (each time)	\$	10.08
Pack-out Service (special consideration for disabled and elderly) - (month)	\$	8.10
Saturday Pickup (each time)	\$	20.23
Container Wash (each time)	\$	66.92

F. The City Administrator is hereby authorized to establish specific rates for special services or circumstances which do not fit with the categories established hereby, maintaining a proper relationship between the service provided and costs charged by the City's contractor.

MINIMUM MONTHLY UTILITY CHARGE:

The City of Post Falls finds it appropriate and necessary that property owners benefited by municipal utility systems pay, at a minimum, the fixed capital and operational costs of the utility systems maintained to serve their property. The following provisions establish a base rate for availability of reclaimed water services and allowing a temporary waiver of solid waste collection fees when the property is unoccupied for thirty days or more.

A. Notwithstanding any provisions of prior resolution to the contrary, every residential connection to the City reclaimed water collection and treatment system shall pay a minimum monthly charge (base rate) of \$23.34 for each month, or part thereof, for every month that reclaimed water disposal and treatment service are available to the

property by connection but the residence is unoccupied and has been for a period of thirty (30) days or more. Commercial or industrial uses shall likewise pay a base monthly reclaimed water charge of \$23.34 per month per equivalent residential unit for those months during which the property is connected to the reclaimed water collection and treatment system but is unoccupied and has been for a period of thirty (30) days or more.

- B. Further, notwithstanding any provision of prior resolutions to the contrary, the monthly sanitation (solid waste) collection charge for any property to which water service is temporarily discontinued for a period of thirty (30) days or more may be temporarily waived proportionate to the time that water service is discontinued. The standard disconnect fee will be charged in association with this water disconnection if disconnection is restored earlier than thirty (30) days.

MISCELLANEOUS UTILITY FEES:

Water Shut Off Fee - Per Occurrence (City of Post Falls)	\$50.00
Water Shut Off Fee - Per Occurrence (Ross Point Water Dist).	\$50.00
Delinquent Hang Tag Fee - Per Occurrence	\$35.00
Pre-Treatment Sampling	Cost plus 15% admin fee
Dye Test	\$ 50.00
Locate Disk (refundable on return)	\$ 15.00
Meter Fee	Cost of Meter
Dig-in-fee	Cost of Labor and Equipment

ATTACHMENT 2 - RECREATION FEES**Recreation Activities Fees:**

All recreation classes will have \$2.00 added to the listed price that will go directly to the Park Trust Account.

	<u>Resident</u>	<u>Non-Resident</u>
Youth Competitive Basketball	\$ 478.00 Team	\$ 495.00 Team, extra player \$36.00
Youth Rec. League Basketball	\$ 45.00	\$ 53.00
Men's Basketball League	\$ 427.00 Team	\$ 459.00 Team, extra player \$26.00
Pre K - Kind. Instructional Basketball	\$ 45.00	\$ 53.00
Youth T-Ball	\$ 45.00	\$ 53.00
Youth Soccer	\$ 45.00	\$ 53.00
Youth Flag Football	\$ 45.00	\$ 53.00
Smart Start Flag Football	\$ 65.00	\$ 59.00
Adult Flag Football	\$ 551.00 Team	\$ 592.00 Team, extra player \$30.00
Adult Volleyball Leagues	\$ 220.00 Team	\$ 240.00 Team, extra player \$30.00
Adult Co-ed 4 Volleyball	\$ 220.00 Team	\$ 240.00 Team
Youth Dance (3 - 9 yrs.) - 9 wks.	\$ 98.00	\$ 98.00
Gymnastics (2 - 3 yrs.) - 5 wks.	\$ 50.00	\$ 50.00
Gymnastics (4 - 6 yrs.) - 5 wks.	\$ 50.00	\$ 50.00
Martial Arts Classes - 4 wks.	\$ 39.00 (1/2 hour)	\$ 50.00 (1 hr.)
Youth Triathlon Camp - wk.	\$ 117.00	\$ 117.00
Youth Golf Camp - wk.	\$ 120.00	\$ 135.00
Youth Basketball Camp - wk.		\$ 90.00 half day rate
Youth Volleyball Camp - wk.	\$ 120.00	\$ 120.00
Mini Hawk Camp	\$ 99.00	\$ 99.00
Flag Football Camp	\$ 145.00	\$ 145.00
Youth Soccer Camp - wk.	\$ 145.00	\$ 145.00
Triathlon - Adult	\$ 85.00 Individual	\$ 165.00
Aerobic Cheerleading - 10 wks.	\$ 119.00	\$ 119.00
Aerobics	\$ 22.00 x 1 wk.	\$ 22.00 x 1 wk.
	\$ 26.00 x 2 wk.	\$ 26.00 x 2 wk.
	\$ 30.00 x 3 wk.	\$ 30.00
Basketball, Open Gym	\$ 5.00	\$ 5.00
Cross Country Skiing	\$ 36.00 own gear	\$ 36.00 own gear
	\$ 52.00 rent gear	\$ 52.00
Guitar, Intro. - 4 wks.	\$ 50.00	\$ 50.00
Gym, Parent Tot - 4 wks.	\$ 30.00	\$ 35.00
Landscaping Class/Gardening	\$ 22.00	\$ 22.00
Running shoes & Microbrews - 5K	\$ 40.00 over 21	\$ 50.00
Rock Climbing: outdoor	\$ 150.00 Plus Equip	\$ 150.00 Plus Equip

ATTACHMENT 2 - RECREATION FEES (Continued)

Rock Climbing: indoor	\$	31.00		\$	31.00
Tennis, Individual	\$	50.00	(1.5 hr.)	\$	60.00 (1.5 hr.)
Piano	\$	48.00		\$	48.00
Art in the Park	\$	34.00		\$	34.00
The revise Summer Dance Camp	\$	60.00		\$	60.00
Volleyball, Open Gym	\$	5.00		\$	5.00
Youth Volleyball - Open Gym	\$	5.00		\$	5.00
Yoga Class - 4 wks.	\$	39.00		\$	39.00
Youth Baseball	\$	45.00		\$	53.00
Youth Baseball - Smart Hitters	\$	49.00		\$	59.00
Youth Basketball	\$	45.00		\$	53.00
Youth Sponsorship	\$	275.00		\$	275.00
Youth Volleyball	\$	45.00		\$	53.00
Day Camp (K - 8th Grade) - wk.	\$	225.00		\$	225.00
Pee Wee Camp - wk.	\$	165.00		\$	185.00
Wilderness Camp - wk.	\$	325.00		\$	325.00
JACC Arts Camp - wk.	\$	250.00		\$	250.00
Winter Day Kamp	\$	225.00		\$	225.00
Spring Day Kamp	\$	225.00		\$	225.00
Camp Extended Care - wk.	\$	100.00		\$	110.00
Camp Counselor In Training - wk.	\$	75.00		\$	75.00
Camp No School Days - day.	\$	55.00		\$	55.00
Golf Lessons - 5 wks.	\$	105.00		\$	105.00
Intro. To Bowling - 4 wks.	\$	39.00		\$	39.00
Photography Classes	\$	30.00		\$	30.00
Snowshoe Classes	\$	36.00		\$	36.00
Spokane Chiefs Tickets	\$	25.00		\$	30.00
White Water Rafting Trips					
Spokane River	\$	52.00	cost + 50%	\$	52.00 cost + 50%
Clark Fork River	\$	73.00	cost + 50%	\$	73.00 cost + 50%
Spokane or Clark Fork-Wine Taste	\$	73.00	cost + 50%	\$	73.00 cost + 50%
Ice Skating Lessons - 8 wks.	\$	110.00		\$	120.00
Hockey Lessons - 5 wks.	\$	70.00		\$	70.00
Preschool Workshops	\$	20.00		\$	20.00
Preschool - Discovery Art (4 wks.)	\$	40.00		\$	40.00
Youth Volleyball - Competitive	\$	188.00	Team	\$	214.00 Team, extra player \$29.00
Archery	\$	65.00	(6-12 yr. olds)	\$	65.00 (13-18 yr. olds)
Pickleball Lessons	\$	50.00		\$	50.00
River City Basketball Tournament	\$	300.00	Team	\$	300.00
Murder Mystery Party	\$	70.00	per person	\$	70.00 per person
Dodgeball Tournament	\$	125.00	Team	\$	125.00
Volleyball Tournament	\$	110.00		\$	110.00
Daddy Daughter Program	\$	40.00		\$	40.00

ATTACHMENT 2 - RECREATION FEES (Continued)

Snow Tubing Trip		
Adult	\$ 45.00	\$ 50.00
Youth	\$ 37.00	\$ 41.00
Camping 101	\$ 55.00	\$ 55.00
E-Sports Tournaments	\$ 25.00	\$ 25.00
Volleyball and Football Clinics	\$ 45.00	\$ 55.00
Theater Arts	\$ 65.00	\$ 65.00
Arts Enrichment	\$ 40.00	\$ 40.00
Pickleball Tournament	\$ 50.00	\$ 50.00
Ladies Day Out	\$ 60.00	\$ 70.00
Comics Design	\$ 25.00	\$ 25.00
Gaming Introduction	\$ 12.00	\$ 12.00
Strider Camp	\$ 125.00	\$ 125.00
Kickball Tournament	\$ 125.00	\$ 125.00
Preschool Holiday Art	\$ 20.00	\$ 20.00
Sponsorships	Negotiated	Negotiated

Festival Fees:

10 X 10 Food Booth	\$335.00
10x15 Food Booth	\$460.00
10x20 Food Booth	\$620.00
10 X 10 Craft Booth	\$175.00
10x20 Craft Booth	\$345.00
10x10 Prepackaged Food Booth	\$280.00
Electricity Fees	\$65.00 per plug / 220 volt outlet @ \$225
Camping Fees	\$150.00
One Day Craft Booth	\$75.00
Odd sized and special activities based upon negotiated activities.	
Event Sponsorship	Negotiated
Bridal Fair Booth	\$75.00
Post Falls Festival/Craft Booth	\$75.00

Centennial Trail User Fee:

Request for special events to use the Centennial Trail will be charged a \$0.50 per user fee that will go towards the upkeep and maintenance of the Centennial Trail.
There is also a re-fundable \$500.00 performance deposit required.

Contracted Programs:

Fees for contracted programs will be that amount established in the contract between the Contractor and the City of Post Falls, which will take into consideration the number

of participants, supplies, equipment and Contractor's other costs.

New Programs:

Fees will be set to cover Program hard costs (staff, supplies, marketing, facility rental) plus 30% to cover administrative costs.

Tournaments

Fees will be set to cover the use of the City facilities. Minimum charge is \$100.00 per day and up to \$500.00 per day based on the scope of the event and fees being charged. Fees for field preparation might be charged, if necessary.

Miscellaneous Recreation Fees:

A \$75 fee is charged for the rescheduling and/or forfeit of games in League Sports programs. Late registrations (following the pre-season meeting) for youth sports programs will be assessed an additional \$15.00.

ATTACHMENT 3 - PARK FEES**Picnic Shelter Fees:**

Grand Pavilion & Tullamore Amphitheater:

	<u>Resident</u>		<u>Non-Resident</u>	
	Weekday	Weekend/ Holiday	Weekday	Weekend/ Holiday
Family	\$ 125.00	\$ 250.00	\$ 175.00	\$ 350.00
Non Profit	\$ 150.00	\$ 300.00	\$ 200.00	\$ 400.00
Business	\$ 175.00	\$ 350.00	\$ 225.00	\$ 450.00

Picnic Shelter/West Lawn Area/Higgins/Tullamore South Pavilion:

	Weekday	Weekend/ Holiday	Weekday	Weekend/ Holiday
Family	\$ 100.00	\$ 175.00	\$ 150.00	\$ 225.00
Non Profit	\$ 125.00	\$ 200.00	\$ 175.00	\$ 250.00
Business	\$ 150.00	\$ 225.00	\$ 200.00	\$ 275.00

Gazebo/Corbin Park/Falls Park/Syringa

	Weekday	Weekend/ Holiday	Weekday	Weekend/ Holiday
Family	\$ 50.00	\$ 125.00	\$ 100.00	\$ 175.00
Non Profit	\$ 75.00	\$ 150.00	\$ 125.00	\$ 200.00
Business	\$ 100.00	\$ 175.00	\$ 150.00	\$ 225.00

General Picnic Shelters:

	Weekday	Weekend/ Holiday	Weekday	Weekend/ Holiday
Family	\$ 25.00	\$ 50.00	\$ 35.00	\$ 60.00
Non Profit	\$ 30.00	\$ 55.00	\$ 40.00	\$ 65.00
Business	\$ 35.00	\$ 60.00	\$ 45.00	\$ 70.00

ATTACHMENT 3 - PARKS FEES (Continued)

Trailhead Shelter

	Weekday *	Weekend/ Holiday **
	(Mon-Thur)	Fri/Sat/Sun)
Regular:	\$100.00/hr.	\$195.00/hr.
Holiday:	\$275.00/hr.	\$295.00/hr.
	* Minimum of 2 hours.	
	** Minimum of 4 hours.	

The revised fee schedule shall be effective beginning October 1st, 2023, unless another

Daily Fees:

	<u>Resident</u>		<u>Non-Resident</u>
Cars	\$ 6.00	Cars	\$ 10.00
RV	\$ 15.00	RV	\$ 30.00
Boat Launch	\$ 15.00	Boat Launch	\$ 30.00
Busses *	\$ 50.00	Busses *	\$ 50.00

* Busses will be classified as any vehicle requiring a commercial drivers license (CDL) to operate.

Season Pass **

	<u>Resident</u>		<u>Non-Resident</u>
Cars	\$ 20.00	Cars	\$ 50.00
Bus	\$ 150.00		\$ 150.00

** Each household within the City limits of Post Falls will receive one complimentary parking pass for Q'Emiln Park per calendar year. Any lost and/or additional passes will result in the required fee. Complimentary parking passes will be verified by a valid drivers license.

Ball/Sports Field Usage Fees:

Use/Reservation of field	\$15.00/hr.
Pre-game prep of baseball fields	\$40.00/time
Pre-game prep of soccer & football fields	\$75.00/time
Additional material (ex: drying agent)	Charged at cost

*Organized league users may be eligible for adjusted fees if supply equipment for City use.

Miscellaneous Items:

Gym Rental	\$20.00/hr.
Community Garden	
4 X 8 Plot	\$ 30.00
20 X 20 Plot	\$ 80.00
Deposit	\$ 40.00

ATTACHMENT 4 - CEMETERY FEES

Burial Lots

Roadside	\$ 1,800.00
Middle	\$ 1,600.00
Inner	\$ 1,400.00
Cremation Lot	\$ 1,150.00
2nd Use Lot	Half of lot fee

Blocks 101, 103, 106, 107 & 108

All lots	\$ 2,500.00
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Double depth lots are 1.5 X the lot cost

Niche - Top	\$ 1,350.00
Niche - Middle	\$ 1,300.00
Niche - Bottom	\$ 1,250.00

Niches Blocks 100 -155

Row A (top)	\$ 1,800.00
Row B	\$ 1,700.00
Row C	\$ 1,600.00
Row D	\$ 1,500.00
Row E	\$ 1,400.00
Row F (bottom)	\$ 1,300.00

Opening and Closing - Lots

Single depth	Weekdays	\$ 500.00
Double depth - 1st	Weekdays	\$ 600.00
Double depth - 2nd	Weekdays	\$ 500.00
Single depth/Top double	Saturday (No Sunday)	\$ 800.00
Double depth - 1st	Saturday (No Sunday)	\$ 900.00
Additional to above pricing:		
	After 3 PM	\$ 250.00
	Winter Surcharge	\$ 75.00
	Holiday Weekend/Saturday	\$ 450.00

Opening and Closing - Niche

Weekdays	\$ 350.00
Saturday (No Sunday)	\$ 650.00

The revised fee schedule shall be effective beginning October 1st, 2023, unless another
Additional to above pricing:

After 3 PM	\$ 250.00
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Holiday Weekend/Saturday \$ 450.00

Miscellaneous

Headstone Locations	\$ 100.00
Setting Military Markers	\$ 125.00
Setting Markers	\$ 200.00
Moving Markers/Headstones	\$ 200.00
	Based upon
Oversize Headstones	scope of job
Liners	2.5 X Cost
Deed Transfer	\$ 75.00
Engraving	2.5 X Cost
Sell Lot Back to City	\$ 75.00
Temporary Markers	2.5 X Cost
Markers	2.5 X Cost
Ancillary Items	2.5 X Cost
Memorial Tree	\$ 750.00

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES**ANNEXATION (Standard)**

Annexation Pre-Application Conference	\$600.00 plus \$300.00/follow-up meeting
Annexation Application	\$3,000 w/out major infrastructure (includes one agreement). Negotiated fees with infrastructure issues (includes one agreement). \$500.00 for each additional agreement.
Annexation Fee (paid w/building permit)	\$1,000 per lot per unit (residential) \$0.10 per square ft. of property (non-residential)

BUILDING

Commercial	Valuation
Provisional Certificate of Occupancy	\$250.00 flat fee
Board of Appeals Application Fee	\$150.00 flat fee
Residential Plan Review	25% of building permit to be paid at plan submittal.
Commercial Plan Review	65% of building permit
Commercial Mechanical Plan Review	25% of mechanical permit
Foundation Only Permit	10% of building permit in addition to the full building permit fee
Work Performed with no valid permit	Regular Building/Mechanical permit fee X 2
Retaining Walls	\$4.50 per Linear Foot
Manufactured Home Regular Set	\$150.00 flat fee
Manufactured/Modular Home Foundation	\$400.00 flat fee
Building Move	\$300.00 flat fee
Additions to Residential Homes	\$72.62 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Patio Cover Only	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck Only	\$15.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck w/Cover	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Deck/Patio Cover and Enclosure	\$25.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Breezeway	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Interior Finish Residential Homes	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
General Building Permit Valuation per Occupancy and Type of Construction	Per Building Safety Journal 7/2008 to establish valuation
Basement - Finished	\$96.83 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Basement - Unfinished	\$77.46 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Pole Building Residential	\$20.00 per sq. ft. (use Building Valuation Chart to calculate permit & review fee)
Special Inspection/Re-inspection	\$100.00 per hour, one hour minimum
Re-Roof, Residential	\$150 flat fee
Re-Roof, Commercial	Based upon the valuation of the work to be performed, minimum of \$150 fee.
Residing a Structure, Residential	Residential - \$100 flat fee.
Residing a Structure, Commercial	Based upon the valuation of the work to be performed, minimum of \$100 fee.
Replacing Windows, Residential	Residential - \$100 flat fee.
Replacing Windows, Commercial	Based upon the valuation of the work to be performed, minimum of \$100 fee.
Changes to Approved plans	\$100 per hour, one half hour minimum.
Each Pole/Monument sign 8 ft. or higher	\$400.00 each
All Other Signs, per type of sign per site	\$200.00 per type
The Demolition-Residential per lot	\$200.00 flat fee
Demolition-Commercial per lot	\$300.00 flat fee
Swimming Pool	Based upon the valuation of the work to be performed.

TOTAL VALUATION

\$1.00 to \$500
\$501 to \$2,000
\$2,001 to \$25,000
\$25,001 to \$50,000
\$50,001 to \$100,000
\$100,001 to \$500,000

PERMIT FEE WORKSHEET

\$23.50
\$23.50 for the first \$500 plus \$3.05 for each additional \$100, or fraction thereof, to and including \$2,000.
\$69.25 for the first \$2,000 plus \$14 for each additional \$1,000, or fraction thereof, to and including \$25,000.
\$391.25 for the first \$25,000 plus \$10.10 for each additional \$1,000, or fraction thereof, to and including \$50,000.
\$643.75 for the first \$50,000 plus \$7.00 for each additional \$1,000, or fraction thereof, to and including \$100,000.
\$993.75 for the first \$100,000 plus \$5.60 for each additional \$1,000, or fraction thereof, to and including \$500,000.

\$500,001 to \$1,000,000	\$3,233.75 for the first \$500,000 plus \$4.75 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$5,608.75 for the first \$1,000,000 plus \$3.15 for each additional \$1,000, or fraction thereof.

MECHANICAL PERMIT FEES

Processing fee on all permits	\$45.00
Furnace, all types under 100KBTU	\$18.00
Furnace, all types over 100KBTU	\$22.00
Misc. venting, C/A, duct modifications	\$15.00
Gas fireplace	\$25.00
Residential range hood	\$16.00
Gas water heater	\$15.00
Ventilating/exhaust fans	\$10.00
Gas piping, each outlet	\$5.00
Clothes dryers	\$16.00
Heat pump, A/C 0-3 tons,	\$16.00
Heat pump, A/C 3+-15 tons,	\$30.00
Heat pump, A/C 15+-30 tons,	\$40.00
Heat pump, A/C 30+-50 tons,	\$60.00
Heat pump, A/C over 50 tons,	\$100.00
Air handlers, Fan coil units under	\$15.00
Air handlers, Fan coil units over 10,000	\$20.00
Air to air heat exchangers	\$25.00
Evaporative coolers, all types	\$15.00
Type I hood, commercial use	\$16.00/ft.
Type II hood, commercial use	\$16.00/ft.
Solid fuel stoves, inserts, must be listed	\$25.00
Installation/relocation of floor/wall/suspended heaters	\$20.00
Commercial plan review fee	25% of equipment fees.

RESIDENTIAL/COMMERCIAL/INDUSTRIAL

Utility R-O-W	\$100.00
Commercial R-O-W (Base fee)	\$350.00
Residential R-O-W (Base fee)	\$150.00
Utility Trench Inspection	
1 - 200 ft.	\$250.00
201 - 200 ft.	\$350.00
401 - 600 ft.	\$400.00
601 - 800 ft.	\$450.00
Over 800 ft.	\$0.85 per ft.
Curb and Gutter	\$150.00 + \$0.60 per ft.
Sidewalk and Approaches	\$150.00 + \$0.60 per ft.
Swales and Drywells	\$150.00 + \$0.20 per sq. ft. Swale + \$60.00/Drywell
Pavement	\$150.00 + \$0.50 per sq. yard
Water Pressure Test	\$120.00/observed test
Sewer Pressure Test	\$120.00/observed test
Street Tree Inspection	\$40.00 per tree

MAPS

Small Map (24"-35")	\$25.00
Large Map (36" +)	\$35.00
Electronic CD	\$20.00

MAILING AND PUBLICATIONS

Public Notice Mailings	\$6.00 each
Published Notices (billed to applicant)	\$300.00

MISCELLANEOUS**Table A-33-A - Grading Plan Review Fees**

50 cubic yards or less	No fee
51 to 100 cubic yards	\$35.00
101 to 1,000 cubic yards	\$55.00
1,001 to 10,000 cubic yards	\$75.00
10,001 to 100,000 cubic yards	\$75.00 for the first 10,000 cubic yards + \$40.00 for each additional 10,000 cubic yards or fraction thereof.
100,001 to 200,000 cubic yards	\$435.00 for the first 100,000 cubic yards + \$20.00 for each additional 10,000 cubic yards or fraction thereof.
200,001 cubic yards or more	\$615.00 for the first 200,000 cubic yards + \$10.00 for each additional 10,000 cubic yards or fraction thereof.
Other Fees: Additional plan review required by changes, additions or revisions to approved plans	\$100.00 per hour*

*Or the total hourly cost to the jurisdiction, whichever is the greatest. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Table A-33-B - Grading Permit Fees¹

50 cubic yards or less	\$35.00
51 to 100 cubic yards	\$55.00
101 to 1,000 cubic yards	\$55.00 for the first 100 cubic yards + \$25.00 for each additional 100 cubic yards or fraction thereof.
1,001 to 10,000 cubic yards	\$280.00 for the first 1,000 cubic yards + \$22.00 for each additional 1,000 cubic yards or fraction thereof.
10,001 to 100,000 cubic yards	\$480.00 for the first 10,000 cubic yards + \$100.00 for each additional 10,000 cubic yards or fraction thereof.
100,001 cubic yards or more	\$1,380.00 for the first 100,000 cubic yards + \$55.00 for each additional 10,000 cubic yards or fraction thereof.
Other inspections and Fees: Inspections outside of normal business hours (minimum charge - two (2) hours)	\$100.00 per hour ²
Reinspection fees assessed under provisions of Section 108.8	\$100.00 per hour ²
Inspections for which no fee is specifically indicated (minimum charge - one half (1/2) hour	\$100.00 per hour ²

¹ The fee for a grading permit authorizing additional work to that under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.

² Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Road Closure/Lane Closure	\$150.00
Street/Plat Vacation	\$750.00
Off-Site Improvement Waiver	\$150.00
Special Pre-Application Meeting Requests	\$250.00 (1st Meeting No Charge, 2nd request \$250.00)
Floodplain Permit	\$50.00

SUBDIVISION

Subdivision Pre-Application Conference	\$600.00, \$300.00 follow-up meetings
Minor Subdivision	\$1,000
Subdivision Amendment	\$500
Subdivision Fee	\$2,500.00 + \$50.00/lot
Subdivision Extension	\$150.00
Construction Plan Review	\$2,000.00 + \$50.00/lot >50 lots
Condominium <50 units	\$750.00
Condominium >50 units	\$750.00 + \$10.00/unit >50 units
Final Plat <50 lots	\$600.00
Final Plat >50 lots	\$600.00 + \$10.00/lot >50 lots
Engineering Construction Svcs. (Commercial)	See Commercial R-O-W Fees
Engineering Construction Svcs.(Residential)	\$350.00/lot
Engineering Construction Improvement Agreement	\$750.00

ZONING (Standard & Smart Code)

Smart Code Regulating Plan Review	\$3,500.00
Special Use Permit	\$750.00
Zone Amendment (Map/Text)	\$1,200.00
Variance	\$350.00
Preliminary PUD	\$2,500.00
Final PUD	\$1,000.00
PUD Modification/Amendment Major	\$1,500.00
PUD Modification/Amendment Minor	\$200.00
Comprehensive Plan Amendment (Map/Text)	\$1,200.00
Site Plan Review (Commercial and 3plex+)	\$2,000 per site (two reviews), \$250.00 (additional reviews or meetings).
Administrative Permit	\$300.00
Parking Lot Permit	\$500.00
Tree Installation Fee	\$600.00
Appeal (P&Z, Staff Action, or City Council)	\$350.00
License To Use Real Property	\$1,000.00
Development Agreement Addendum	\$600.00
Fee in lieu for parking	\$6,102.00

SPECIAL EVENTS

Special Event Permit	\$100.00 Parade Fee (No Fee for other events)
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ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES**ELECTRICAL**

Residential	
Up to 1,500 sq. ft.	\$130.00
1,501 to 2,500 sq. ft.	\$195.00
2,501 to 3,500 sq. ft.	\$260.00
3,501 to 4,500 sq. ft.	\$325.00
Over 4,500 sq.ft.	\$325 plus \$65 for each additional 1,000 sq. ft. or portion thereof.
New Multi-Family Dwelling (contractors only):	
Duplex	\$260.00
Three or more multi-family unites	\$130 per building plus \$65 per unit.
Existing Residence/Modular, Manufactured or Mobile Homes/Detached Shop/Garage	\$65 fee (one circuit included) plus \$10 per additional branch circuit, up to the maximum of the corresponding square feet of the building.
Spas and Hot Tubs	\$65.00 for each inspection.
Swimming Pools	\$130.00 (covers two (2) mandatory inspections with the exception of lighting.)
Miscellaneous	
Signs	\$65 per sign.
Outline Lighting	\$65 per occupancy.
Other	\$65 per hour.
Requested Inspection	\$65 per hour.
Power has been off for over 1 year.	\$65 per hour.
Plan Check (2 hour minimum)	\$65 per hour.
Temporary Service	\$65 for 200 amps or less; over 200 amps - see Commercial.
Reinspection Fee	\$100.00
Work without permit	Failure to obtain permit prior to commencing work (fee equal to permit).
Commercial/Industrial	
Total Cost of Electrical System (contracted amount)	
Up to \$10,000:	(Total cost of system * 0.02) + \$60
\$10,001 to \$100,000.:	((Total cost of system - 10,000) * 0.01) + \$260
\$100,001 and over:	((Total cost of system - 100,000) * 0.005) + \$1,160
Plan Review Fee	(NEC, Building & Energy Code Compliance) 55% of Electrical Permit Fee.

PLUMBING

Bar Sinks	\$8.00 + \$35.00 processing fee on all permits.
Bath Tub, including shower	\$8.00 + \$35.00 processing fee on all permits.
Backflow Assembly (Building)	\$8.00 + \$35.00 processing fee on all permits.
The Backflow Assembly (Landscape)	\$8.00 + \$35.00 processing fee on all permits.
Backwater Valve	\$8.00 + \$35.00 processing fee on all permits.
Clothes Washer	\$8.00 + \$35.00 processing fee on all permits.
Drain waste/vent piping, alteration/replacement each fix	\$8.00 + \$35.00 processing fee on all permits.
Floor Drains/Hub Drains	\$8.00 + \$35.00 processing fee on all permits.
Gas Piping	\$8.00 + \$35.00 processing fee on all permits.
Kitchen Sinks and /or dishwasher	\$8.00 + \$35.00 processing fee on all permits.
Lavatory (wash basins)	\$8.00 + \$35.00 processing fee on all permits.
Lawn Sprinklers from water connect through backflow c	\$8.00 + \$35.00 processing fee on all permits.
Mobile Home W/S Hook up	\$8.00 + \$35.00 processing fee on all permits.
Other	\$8.00 + \$35.00 processing fee on all permits.
Radiant Head (Quantity equals # of zones)	\$8.00 + \$35.00 processing fee on all permits.
Sewer Ejector/Sump Pump	\$8.00 + \$35.00 processing fee on all permits.
Sewer Service	\$8.00 + \$35.00 processing fee on all permits.
Showers	\$8.00 + \$35.00 processing fee on all permits.
Utility Sinks	\$8.00 + \$35.00 processing fee on all permits.
Water Closet (toilet)	\$8.00 + \$35.00 processing fee on all permits.

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

Water Heater	\$8.00 + \$35.00 processing fee on all permits.
Water Piping, alteration or replacement, each fixture.	\$8.00 + \$35.00 processing fee on all permits.
Water Service	\$8.00 + \$35.00 processing fee on all permits.
Water Softener	\$8.00 + \$35.00 processing fee on all permits.
Residential Fire Sprinkler Supply from Domestic Water System	\$65.00 (up to 16 heads)
Residential Fire Sprinkler Supply from Domestic Water System.	\$4.00 per head (17 heads and up)
Commercial Fee Schedule	
Up to the 1st \$20,000	3% of the contract price.
\$20,001 to \$100,000	2% of the contract price.
\$100,001 to \$200,000	1% of the contract price.
Over \$200,001	.5% of the contract price.

IMPACT FEES

Type of Use	Parks	Public Safety	Streets	Multimodal	Fire/EMS	Total
Residential	Per Housing Unit					
Multi-Family	\$ 4,797	\$ 937	\$ 1,795	\$ 1,032	\$ 1,380	\$ 9,941
Single-Family	\$ 6,444	\$ 1,260	\$ 3,174	\$ 1,387	\$ 1,380	\$ 13,645
Non-Residential						
Commercial /Shopping Center	N/A	\$ 1.24	\$ 6.34	\$ 1.36	\$ 0.69	\$ 9.63
Office	N/A	\$ 0.49	\$ 2.48	\$ 0.53	\$ 0.69	\$ 4.19
Light Industrial	N/A	\$ 0.25	\$ 1.26	\$ 0.28	\$ 0.69	\$ 2.48
Manufacturing	N/A	\$ 0.20	\$ 1.00	\$ 0.22	\$ 0.69	\$ 2.11
Warehousing	N/A	\$ 0.09	\$ 0.45	\$ 0.10	\$ 0.69	\$ 1.33
Mini-Warehouse	N/A	\$ 0.08	\$ 0.39	\$ 0.09	\$ 0.69	\$ 1.25
Elementary School	N/A	\$ 0.64	\$ 3.28	\$ 0.70	\$ 0.69	\$ 5.31
Middle School/Junior High	N/A	\$ 0.66	\$ 3.39	\$ 0.74	\$ 0.69	\$ 5.48
High School	N/A	\$ 0.47	\$ 2.36	\$ 0.52	\$ 0.69	\$ 4.04
Day Care	N/A	\$ 1.57	\$ 8.00	\$ 1.71	\$ 0.69	\$ 11.97
Church	N/A	\$ 0.35	\$ 1.77	\$ 0.39	\$ 0.69	\$ 3.20
Assisted Living	N/A	\$ 0.21	\$ 1.06	\$ 0.23	\$ 0.69	\$ 2.19
Nursing Home	N/A	\$ 0.33	\$ 1.69	\$ 0.36	\$ 0.69	\$ 3.07
Recreational Community Center	N/A	\$ 1.44	\$ 7.34	\$ 1.58	\$ 0.69	\$ 11.05
Hotel (per room)	N/A	\$ 416.12	\$ 2,128.11	\$ 455.63	N/A	\$ 2,999.86
Hotel (per sq. foot)	N/A	N/A	N/A	N/A	\$ 0.69	\$ 0.69

ATTACHMENT 6 - PUBLIC SAFETY FEES

All Violations of Title 6 - Animal Control Violations

First Offense	\$ 25.00
Second Offense	\$ 50.00
Third Offense	\$ 100.00

Animal Control Impound Fees

Impound For (up to 72 hours)	\$ 25.00
After 72 hours	\$10.00/Day

Animal Control Licenses

Spayed/Neutered Canine	\$1.25/Month
Not Spayed/Neutered Canine	\$2.25/Month
Spayed/Neutered Cat	Free
Not Spayed/Neutered Cat	Will Not License
Miniature Pig	\$25.00 (one-time fee)
Adoption Fee	\$40.00

Police Department Fees and Fines

VIN Inspections	\$ 5.00
Vehicle Storage	\$15.00/Day
Parking Fine	\$ 20.00
Fingerprinting	\$10.00 first card \$5.00 each additional card
Salvage Permit Fee - 30 days	\$ 75.00
Salvage Permit Fee - 6 months	\$ 300.00*

*eligible for a \$50 refund/month if vehicle(s) is removed from the premises prior to the expiration date of the permit

Use of Police Department Community Room

Refundable Cleaning & Damage Deposit	\$ 25.00
Use of Audio/Visual Equipment	\$10.00/Day
Special Room Configuration and Setup	\$25.00 minimum
Room Use	\$ 25.00

The revised fee schedule shall be effective beginning October 1st, 2023, unless another

The revise First Offense	\$	25.00
Second Offense	\$	50.00
Third Offense	\$	100.00

Title 5 Fees

Sexually Oriented Business	\$300.00 Annually
Bathhouses & Massage Parlors	\$300.00 Annually

ATTACHMENT 7 - ADMINISTRATIVE FEES**Business Licenses & Regulations****Alcoholic Beverage Licenses**

Beer (off premises)	\$ 50.00	Annually
Beer (on premises)	\$ 200.00	Annually
Wine (off premises)	\$ 200.00	Annually
Wine (on premises)	\$ 200.00	Annually
Liquor/Wine (on premises)	\$ 562.50	Annually
Liquor/Wine (club)	\$ 281.25	Annually
Liquor/Wine (golf course)	\$ 300.00	Annually
Catering Permit	\$ 20.00	Daily
Door to Door Solicitation (180 days only)	\$ 25.00	Annually
Merchant Security Police	\$ 25.00	Annually
Business Licenses	\$ 25.00	Annually

Media Department

Use of audio/visual equipment, including but not limited to presentation equipment in the Council Chambers	\$35.00/hr.
Maximum Daily Fee	\$ 150.00
Taping/broadcast and facility use	\$50.00/hr.

City Hall Area Use Fee

Rotunda	\$ 100.00
Council Ante Room	\$ 50.00
Council Chambers	\$ 200.00
Plaza- Full Day	\$ 250.00
Plaza- Half Day	\$125.00
Carpet Soiling Surcharge	\$ 50.00

Deposit

Rotunda	\$ 50.00
Council Ante Room	\$ 25.00
Council Chambers	\$ 75.00
Plaza	\$ 150.00

Miscellaneous

City Street Renaming	\$ 250.00
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ATTACHMENT 8 - LOCAL IMPROVEMENT DISTRICT FEES

2 % Penalty	Charged after 30 day grace period
Idaho State judgment rate of interest, not to exceed 10% per annum	Charged as of delinquency certificate filing
Professional Services Fee	Bond Counsel Fees as billed, any other professional necessary as billed and actual staff time as calculated on staff's hourly benefited rate of pay
Early Pay-off Fee	Current LID principal, interest and penalty balance + calculated interest for current year + one year interest + a 2% penalty (calculated on the total aforementioned amounts)
Segregation Fee	Bond Counsel Fees as billed, any other professional necessary as billed and actual staff time as calculated on staff's hourly benefited rate of pay

ATTACHMENT 9 - RECORDS & COPY FEES

Records Oversight & Copy Fee Schedule - consistent with Records Policy and Idaho Law (no research or redaction required; over 100 copies or over 2 hours of copying or hours of records oversight, cumulatively - first 100 copies of back and white per 8 1/2" x 11" image area at no charge so long as can be done in less than 2 hours)

Black and White Copies	\$0.05 per page (not to exceed 11"x17")
Color Copies	\$0.10 per page (not to exceed 8 1/2"x11")
DVD Copies	\$1.00 each
CD Copies	\$1.00 each
Photos	\$2.00 each per 8 1/2"x10" or smaller image
VHS Tape (PD)	\$2.00 each
Oversized Documents (greater than 11"x17")	Net cost of duplication by outside vendor
Records examination oversight (for services beyond 2 hours in any calendar year)	Lowest hourly wage plus benefited amount of any employee qualified to assist in the records research and oversight
Examination for redaction of confidential information	Lowest hourly wage plus benefited amount of any employee qualified to assist in the records research and oversight. Legal services concerning redaction examination will be charged at the hourly wage plus benefited amount, of the least paid attorney who is qualified to process the request.

Records sought to be copied must be City records that actually exist. The City does not perform research projects for those who request records that require compilation. Records examination and copying must conform to available personnel to assure that regular City business can be maintained.

Prepayment is required for any records-related activities that exceed 2 hours during any calendar year. Prepayment amounts will be based upon good faith estimates of time and resources required. When records have been produced pursuant to a prepaid request and the amount prepaid exceeds actual costs, the City will refund any balance that is not expended in provision of services or copies. Copying will not be completed unless prepaid, as required.

Serial records requests that are related to one another in any way will be treated as one request for purposes of calculating, copying, or records oversight charges.

ATTACHMENT 9 - RECORDS AND COPY FEES (Continued)

Records produced pursuant to this fee schedule and the policy it accompanies shall not be used for mail or telephone solicitation as prohibited by law. A person requesting such records may be asked to affirm compliance with such requirement by signature on a request form or similar document.

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner, Finance Director
SUBJECT: Resolution - FY 2024 Reserve Foregone Property Taxes

ITEM AND RECOMMENDED ACTION:

Approve, as presented.

DISCUSSION:

Staff informed council that the 3% allowed by the Idaho Code, of \$414,926, will only partially be obligated for the fiscal 2024 budget. As a result, \$116,497 will be rolled over to Foregone and banked for future use.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

August 1st, 2023 and August 15th, 2023.

APPROVED OR DIRECTION GIVEN:

Approve, as presented

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

None.

BUDGET CODE:

N/A

ATTACHMENTS:

1. FY 2024 Foregone Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF _____, IDAHO,
RESERVING THE FORGONE AMOUNT FOR FISCAL YEAR 2024 FOR
POTENTIAL USE IN SUBSEQUENT YEARS AS DESCRIBED IN IDAHO
CODE §63-802, et al.

WHEREAS, Idaho Code §50-235 empowers the city council of each city to levy taxes for
general revenue purposes; and,

WHEREAS, Idaho Code §50-1002 requires the city council of each city in the State of Idaho 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 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)(f) requires that the City adopt an annual resolution to reserve
additional forgone amount in order to utilize that amount in subsequent years; and,

WHEREAS, the City has met the notice and hearing requirements in Idaho Code §63-802(1)(f) to
reserve the current year's increase in the forgone amount; and,

WHEREAS, the City intends to reserve \$116,497 of its current year's increase in allowable forgone
amount.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF POST
FALLS, IDAHO, that \$116,497 of the current year's allowable increase in its forgone amount is
reserved and included in the City's total forgone balance for potential use in subsequent years.

PASSED by the _____ CITY COUNCIL on the _____ day of _____,
_____.

MAYOR

ATTEST:

CITY CLERK

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 9/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Warren Wilson, City Attorney

SUBJECT: Resolution - Parkway Fire Disaster Declaration

ITEM AND RECOMMENDED ACTION:

This resolution declares the Parkway Fire a local disaster as provided for by Idaho Code 46-1011. Staff recommends approving the resolution.

DISCUSSION:

Idaho Code 46-1011 authorizes the Mayor to issue a local disaster emergency for areas within city limits. The Council is further authorized to ratify and extend a disaster declaration. Disaster declarations can be useful in seeking aid to recover from any disaster. In this instance, the Kootenai County Board of Commissioners previously issued a disaster declaration for the Parkway Fire.

However, because the fire was essentially fully contained within the city limits, staff is seeking a disaster declaration, and ratification, from the Mayor and City Council so that we have a declaration if needed to qualify for any available restoration assistance.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

There is no fiscal impact to adopting the resolution

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2023.08.22 Parkway Fire Disaster Emergency Declaration

RESOLUTION NO. 23-[Category]

Parkway Fire Disaster Emergency Declaration

WHEREAS, a large scale fire, known as the Parkway Fire, burned approximately eighty acres of publicly owned property within the city limits of Post Falls; and

WHEREAS, the Parkway Fire caused widespread and severe damage to public amenities and natural resources owned by the City of Post Falls and enjoyed by residents of the entire region; and

WHEREAS, recovery and restoration of public properties from the Parkway Fire are ongoing and will likely continue for years; and

WHEREAS, the cost of these recovery and restoration efforts are currently unknown but will likely exceed the financial and other resources of the City of Post Falls that are available to pursue such recovery efforts; and

WHEREAS, I.C. 46-1002(2) defines disasters as the “occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including but not limited to, fire, flood, earthquake, windstorm, wave action, volcanic activity, explosion, riot, or hostile military or paramilitary action and including acts of terrorism”; and

WHEREAS, the Parkway Fire meets the definition of a disaster; and

WHEREAS, I.C. 46-1011(1) authorizes the Mayor to issue a local disaster emergency declaration within the limits of the City of Post Falls, which is effective for seven days unless ratified by the Post Falls City Council; and

WHEREAS, the effect of a local disaster emergency declaration effort is to activate the response and recovery aspects of applicable intergovernmental disaster emergency plans and to authorize the furnishing of aid and assistance; and

WHEREAS, on August 10, 2023 The Kootenai County Board of Commissioners approved Resolution 2023-68 issuing a Disaster Emergency Declaration for the Parkway Fire; and

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this Resolution.

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

Section 1. Local Disaster Emergency Declared.

Mayor Ron G. Jacobson hereby declares that the Parkway Fire constituted a disaster and declares that a local disaster emergency exists within the City of Post Falls. All city departments are directed as follows:

1. To take all reasonable and necessary steps to determine the causes and extent of damage caused by the Parkway Fire.
2. To secure, and close, for as long as necessary, all properties impacted by the Parkway Fire to protect the public from injury and to reopen such properties when safe to do so.
3. To prepare plans and conduct all necessary work to recover from the Parkway Fire and to render damaged public property safe for public access.
4. To seek financial and other assistance available under applicable intergovernmental disaster emergency plans, and all other sources, to further recovery efforts from the Parkway Fire.

Federal, State, and other Local Authorities are also requested to provide any available assistance to aid in the recovery efforts from the Parkway Fire.

Section 2. Ratification by the City Council.

By approving this Resolution, the Post Falls City Council ratifies the local emergency declaration issued herein by Mayor Jacobson.

Section 3. Effective Date and Continuation of Emergency Declaration. This Resolution, passed by a majority of the Post Falls City Council, shall be in full force and effect from and after its passage and approval according to law. The local disaster emergency declaration issued by this Resolution will continue for one year from the effective date of this Resolution, unless earlier terminated or extended by further resolution of the City Council.

PASSED by the City Council on the ____ day of September, 2023.

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:

Following approval, present the original to the Kootenai County Recorder for recordation as required by I.C. 46-1011.

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner, Finance Director
SUBJECT: Ordinance - Fiscal Year 2024 Budget

ITEM AND RECOMMENDED ACTION:

Approve, as presented.

DISCUSSION:

Council asked staff to return to the next meeting with a budget ordinance for approval.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

August 15th, 2023.

APPROVED OR DIRECTION GIVEN:

Approve, as presented.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$148,455,167

BUDGET CODE:

Various

ATTACHMENTS:

1. Budget Ordinance FY24

CITY OF POST FALLS
ORDINANCE NO.

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022, APPROPRIATING THE SUM OF \$148,455,167 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 \$148,455,167 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, 2023. 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		\$52,617,479
SPECIAL REVENUE FUNDS:		
COMPREHENSIVE LIABILITY INSURANCE		
911 SUPPORT		
DRUG SEIZURE		
SPECIAL EVENTS		

CEMETERY CAPITAL IMPROVEMENT	
TOTAL SPECIAL REVENUE FUND EXPENDITURES	3,717,395
CAPITAL PROJECTS FUNDS:	
FACILITY RESERVE ACCOUNT	
CAPITAL IMPROVEMENTS	
TOTAL CAPITAL PROJECTS FUND EXPENDITURES.....	19,115,000
DEBT SERVICE FUNDS:	
LID DEBT SERVICE	
TOTAL DEBT SERVICE FUND EXPENDITURES.....	-
ENTERPRISE FUNDS:	
SEWER	
SANITATION	
WATER	
TOTAL ENTERPRISE FUND EXPENSES.....	73,005,293
TOTAL ALL FUND EXPENDITURES/EXPENSES.....	\$148,455,167

Section 3. That a general tax levy to yield \$15,302,447 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, 2023.

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 5th day of September 2023.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 9/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Warren Wilson, City Attorney

SUBJECT: Ordinance- Creating Position of Deputy City Administrator

ITEM AND RECOMMENDED ACTION:

This ordinance formally creates the position of Deputy City Administrator, which was recently approved in the budget process. Staff recommends adopting the ordinance.

DISCUSSION:

The City Council approved creating the position of Deputy City Administrator during the budget process. In order to formally create the position, City Code Section 2.08.010, which lists the appointed officers of the city, needs to be amended to include the new position.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item was previously reviewed during the budget workshops and the budget hearing.

APPROVED OR DIRECTION GIVEN:

The City Council approved creating the Deputy City Administrator position.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

This position is funded in the newly adopted budget within the general fund.

BUDGET CODE:

N/A

ATTACHMENTS:

1. 2023.09.16 Deputy City Administrator Ordinance Amendment

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING POST FALLS MUNICIPAL CODE SECTION 2.08.010 TO ADD THE POSITION OF DEPUTY CITY ADMINISTRATOR; 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 it is in the best interest of the city to create the position of Deputy City Administrator; and

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 2.08.010 is amended as follows:

2.08.010: APPOINTMENT AND REMOVAL OF APPOINTED OFFICERS:

The Mayor shall appoint as officers of the City, subject to approval of the City Council as provided by State law, a City Administrator, Deputy City Administrator, City Clerk, Finance Director, City Attorney, Chief of Police, Public Works Director, Human Resources Director, Community Development Director, and a Parks and Recreation Director. Any officer appointed by the Mayor and confirmed by the City Council may serve in such position until removed in accordance with State law or by resignation. Appointed officers are generally subject to the City's adopted personnel rules, other than those provisions regarding appointment and removal, unless otherwise provided in an employment contract between the officer and the City or otherwise in conflict with City ordinances or State law. The duties of the appointed officers are established by the adopted position description for each position. Any contract between the City and an appointed officer shall serve the sole purpose of memorializing terms and conditions of employment and shall not establish employment of any particular duration, nor shall it modify any procedures for removal of an appointed Municipal officer established by provisions of Idaho law.

SECTION 2. All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on August ____ 2023.

APPROVED, ADOPTED and SIGNED this day of August, 2023.

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, AMENDING POST FALLS MUNICIPAL CODE SECTION 2.08.010 TO ADD THE POSITION OF DEPUTY CITY ADMINISTRATOR; 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], adding a Deputy City Administrator position; 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, 2023.

/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 creates a Deputy City Administrator position, 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, 2023.

Warren J. Wilson, City Attorney

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 9/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager

SUBJECT: Fisher Lift Station Purchase and Sale Agreement

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the Purchase and Sale Agreement to purchase property to be used to build a new Fisher Lift Station.

DISCUSSION:

The 2019 Collection System Master Plan identified the need to construct a new regional Fisher Lift Station to receive future flows from the Prairie Falls II, Grayling, and future development within the lift station basin. The project was listed within the list of improvements to be completed within the first five years of the master plan.

The existing Fisher Lift Station is located on a parcel too small to be used to construct the regional lift station. A larger parcel of available bare land was located in close proximity to the existing lift station. Negotiations with the property owners lead to development of the purchase and sale agreement being considered here.

The proposed parcel will allow for construction of the new lift station will accounting for future right of way and easement setbacks. The parcel will also provide for future expansion or replacement of the lift station ensuring future replacement projects do not face the same need to find additional land.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

2019 Collection System Master Plan
Fisher Preliminary Engineering Report and Site Survey Contract

APPROVED OR DIRECTION GIVEN:

Adopted and approved by Council

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Funding for this purchase will be split between the Land Acquisition and Fisher Lift Station Upgrade and budgets.

The agreed to purchase price is \$181,000. A contingency of \$10,000 is requested to cover any site investigation, surveying, and closing costs. Authorization for the use of contingency funds would be at the discretion of the Public Works Director. The total requested amount for Council approval is \$191,000.

BUDGET CODE:

652-463.3105.96000, 652-463.3232.95520

ATTACHMENTS:

1. Culpepper Signed 2023.08.28 FINAL Fisher LS Culpepper Residential Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

Culpepper Property

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is executed and entered into this ____ day of September 2023, the “Effective Date”, between Arthur Culpepper and Barbara Culpepper, Husband and Wife, whose address is 3699 North Howell Road, Post Falls, Idaho 83854 (“**Seller**”), and the City of Post Falls, a municipal corporation of the State of Idaho (“**City**”). The Seller and the City are referred to herein as the **Parties**. This Agreement is not binding upon either party unless and until both Parties have executed and delivered this Agreement.

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and City agree as follows:

RECITALS:

A. Seller is the owner of the Property (as defined below) located in Kootenai County, Idaho. The Property consists of a parcel of land totaling approximately 0.496 acres (“Property”). The Property is depicted on and legally described on **Exhibit “A”** which is incorporated herein by this reference.

B. Seller desires to sell to the City and the City desires to purchase from Seller the Property, upon the terms, conditions and provisions set forth in this Agreement.

Therefore, the Parties agree as follows:

GENERAL TERMS AND DEFINITIONS:

1. **Definitions.** The following terms shall have the meanings set forth below:

“Business Day”. A day other than a Saturday, Sunday, or another day on which banking institutions in Idaho are authorized or required by law or executive order to be closed.

“Cash”. United States currency represented by cash in hand, certified or cashier’s check, wire transfer or other readily available funds.

“Closing”. The consummation of the Transaction, as evidenced by the delivery of all required funds and documents to Escrow Agent and the disbursement or delivery of such funds and documents by Escrow Agent in accordance with this Agreement and any other consistent instructions.

“Closing Date”. The date upon which Closing occurs, to be on or before thirty (30) days from the Effective Date or a later date as the Parties may agree to in writing.

“Escrow”. The escrow to be created in accordance with this Agreement.

“Escrow Agent”. First American Title Company.

“Permitted Exceptions”. All real property taxes and assessments, all existing patent reservations, easements, rights of way, protective covenants and other matters of record, all applicable zoning ordinances, building codes, laws and regulations, all encroachments, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the Property, and all other matters affecting title to the Property approved or waived by the City in accordance with this Agreement.

“Property”. The land described in Exhibit A attached to this Agreement, the improvements located on the land including all fixtures, and any easements, rights of way, water rights, mineral rights and appurtenances running with or pertaining to the land.

“Purchase Price”. The total purchase price to be paid by the City for the Property, as set forth in Section 4 of this Agreement.

“Review Period”. The period commencing on the Effective Date and expiring at 5:00 p.m. Pacific Time on the date that is thirty (30) days after the receipt by the City of the preliminary title commitment as required by Section 5 or thirty (30) days after the Effective Date, whichever is earlier.

“Transaction”. The purchase and sale of the Property contemplated by this Agreement.

AGREEMENT:

2. **Recitals True.** The Recitals are true and correct.

3. **Definitive Agreement for Purchase and Sale of Property.** Upon full execution, this Agreement will be a binding agreement between the City and Seller for the purchase and sale of the Property on the terms set forth in this Agreement. This Agreement supersedes all other written or oral agreements between the City and Seller concerning the Transaction. If the City and Seller execute any separate escrow instructions with respect to the Transaction on Escrow Agent’s form, as may be modified by the City and/or Seller in the sole discretion of each, and if there is any conflict or inconsistency between any provision of such escrow instructions and any provision of this Agreement, the provision of this Agreement will control. The conveyance will include: The Property and all right, title, or beneficial use/interests appurtenant thereto; all the improvements, if any, currently situated on the Property; all water rights, licenses, or IDWR permits, if any, associated with the Property.

4. **Purchase Price and Method of Payment.** The Purchase Price is the sum of One Hundred and Eighty-One Thousand Dollars (\$181,000.00), and a voucher for one sewer capitalization fee payable as follows:

4.1 A voucher equivalent to one (1.0) wastewater service unit capacity fee will be assigned to the property at 3699 North Howell Road, Post Falls, Idaho 83854. The voucher satisfies the financial liability for one (1.0) wastewater capitalization fee at such time the subject property requests or is required to connect to the City of Post Falls central sewer system. The voucher is not transferable to another property. The voucher is transferable to future property owners.

4.2 The balance of the Purchase Price, in Cash, as additional funds to be deposited by the City with Escrow Agent at or before Closing and paid to Seller at Closing.

5. **The City's Conditions Precedent.** The City's obligations to purchase the Property and otherwise perform under this Agreement are contingent upon satisfaction of the conditions precedent set forth below, which are conditions precedent only and not covenants of Seller.

5.1 Inspection Contingency. During the Review Period, the City will satisfy itself concerning all aspects of the Property including, without limitation, environmental concerns, title concerns, the physical condition of the Property, and its suitability for the City's intended use. The City will have the right to perform such tests or inspections on the Property as it may deem necessary; provided, however, that the City will not conduct any environmental assessment that would require soil analysis, groundwater testing, or other studies commonly associated with a Phase II environmental site assessment without the prior written consent of Seller, which consent may not be unreasonably withheld. All costs and expenses of tests, inspections, and studies will be paid by the party requesting the test, inspection, or study, regardless of whether this transaction closes.

5.2 Removal of Inspection Contingencies. Prior to the expiration of the Review Period, the City must notify Seller, in writing, if it rejects the Property based on any adverse conditions discovered because of its inspections, identifying with specificity the conditions or conditions rendering the Property unsuitable for the City's purposes. If the City notifies Seller that it rejects the Property, this Agreement will terminate, and neither party will have any obligation to the other except as otherwise provided herein. Unless such notice of rejection is given, the inspection contingency will be deemed waived by the City. At the sole option of the City, Seller may be given the opportunity to correct any items that the City determines unacceptable by providing Seller with written notice before the end of the review. That must be corrected, by what dates, and in what manner (the "Correction Notice"). Within five (5) days of receiving notice, Seller must notify the City in writing whether and to what extent it will effect and pay for the corrections (the "Notice of Intent to Correct"), all of which must be completed before the Closing Date. If Seller fails to give a notice of intent to correct within those five (5) days, it will be deemed to have refused to agree to the conditions. Within (5) five days after Seller gives a Notice of Intent to Correct (or after the last day of the period within which the notice is to be given if it is not), the City may elect to (a) cancel this Agreement or (b) agreed to waive inspection contingencies and proceed to Closing.

5.3 Title Commitment.

5.3.1 Escrow Agent shall issue and deliver to the City and Seller a commitment for title insurance with respect to the Property (i) disclosing all matters of record and other matters of which Escrow Agent has knowledge that relate to the title to the Property, (ii) detailing Escrow Agent's requirements for closing the Escrow, (iii) committing to issue to the City an ALTA Standard Owner's Policy of Title Insurance with respect to the Property, and (iv) providing legible copies of all instruments referred to in the report (collectively, the "Commitment").

5.3.2 The City has five (5) days after the Effective Date or after receipt of the Commitment, whichever occurs later, to review and object in writing to any easements, liens, encumbrances or other exceptions or requirements in the Commitment (the "Title Objections"). If

the City does not approve the Commitment or object within the time specified, then the condition of title to the Property reflected on the Commitment will be deemed approved. If the Title Objections are made within the time specified, Seller may attempt to eliminate the matters covered by the Title Objections by or before the Closing Date. If Seller is unable or unwilling to eliminate the matters covered by the Title Objections by or before the Closing Date upon terms acceptable to the City, Seller shall so notify the City, and the City may either waive the Title Objections that Seller was unable or unwilling to eliminate and proceed to Closing or terminate this Agreement.

5.4 Amendments to Title Commitment. If the Commitment is amended by Escrow Agent, Escrow Agent shall immediately deliver the amendment to the City and Seller and provide legible copies of all additional instruments referred to in the amendment (collectively, the "Amendment"). The City has five (5) days from the date of the City's receipt of the Amendment or through the Closing Date, whichever occurs earlier (but in no event earlier than expiration of the five (5) day period provided for in Section 5.3.2), to review and to object in writing to any easements, liens, encumbrances, or other exceptions or requirements in the Amendment that were not disclosed by the Commitment or a previous Amendment ("Additional Title Objections"). If the City does not approve the Amendment or object within the time specified, then the condition of title to the Property reflected on the Amendment will be deemed approved. If the Additional Title Objections are made within the time specified, Seller may attempt to eliminate the matters covered by the Additional Title Objections by or before the Closing Date. If Seller is unable or unwilling to eliminate the matters covered by the Additional Title Objections by or before the Closing Date upon terms acceptable to the City, Seller shall so notify the City, and the City may either waive the Additional Title Objections that Seller was unable or unwilling to eliminate and proceed to Closing or terminate this Agreement.

5.5 Title Insurance Policy. At Closing, Escrow Agent shall commit to issue to and in favor of the City a Standard Residential Owner's Policy of Title Insurance with respect to the Property in the amount of the Purchase Price, insuring fee simple title to the Property in the City effective on the Closing Date, subject to the standard exclusions and exceptions in such form of policy and subject to the Permitted Exceptions (the "Title Policy").

5.6 Seller's Property Disclosures.

5.6.1 Maintenance of Property. Between the Effective Date of this Agreement and the Closing Date, Seller agrees not to take any steps or actions that would be materially detrimental to the Property and agrees to maintain the Property to cause the Property to be delivered to the City in substantially the same condition existing as of the Effective Date. Seller will promptly notify the City if it becomes aware of damage to the property, which may impact the use of the Property. In no event will Seller be required to make any repairs or replacements to the Property between the Effective Date and the Closing Date.

5.6.2 Leases. Seller affirmatively represents that there are no farming or other leases on the Property. Between the Effective Date and the Closing Date, and without the City's prior written consent, Seller shall not enter into any leases of the Property or any portion thereof.

5.6.3 Insurance. Seller agrees to continue to maintain its current casualty and liability insurance policies on the Property until the Closing Date but has no responsibility for maintaining such insurance after the Closing Date or to assign any policy to the City.

5.7 The City's Inspection.

5.7.1 The City has thirty (30) days after the Effective Date (the "Inspection Review Period") to inspect the Property and to conduct, review, and approve any investigations, tests, analyses, or studies deemed necessary by the City to determine the condition and feasibility of the Property for the City's purpose (the "Inspection Review").

5.7.2 Seller hereby grants to the City and the City's agents, employees, and contractors a nonexclusive right and license to enter upon the Property after giving reasonable advance notice to Seller to conduct the Inspection. Upon completion of the Inspection Review, the City shall restore the Property to its existing condition immediately before the Inspection Review. The City shall indemnify and hold Seller harmless from any loss incurred by Seller resulting from damage to the Property caused by the Inspection Review.

5.7.3 If, for any reason, the City determines that the Property is not in a suitable condition or not feasible for the City's purpose, the City may terminate this Agreement within the Inspection Review Period. If the City does not either approve or disapprove the Inspection Review within the time specified, then the Inspection Review will be deemed approved.

6. **Closing.**

6.1 Time and Place. Closing will take place in the offices of Escrow Agent, or at such other place as the Parties may mutually agree to in writing. Closing will take place at the time and manner and in accordance with the provisions set forth in this Agreement.

6.2 Prorations, Adjustments:

6.2.1 All ad valorem real property taxes, assessments, personal property taxes, utility expenses, and obligations under all repair and maintenance contracts that are not terminated or required to be terminated by this Agreement by the Closing Date (collectively, the "**Expenses**") will be prorated and adjusted between the Parties as of the Closing Date. Any taxes or additional penalties that would be due because of removal of either property from any tax deferral or special use assessment program will be assumed by the party acquiring title.

6.2.2 Unless otherwise specified in this Agreement, the City pays all closing costs, including recording costs.

6.2.3 Each party will pay its own attorney fees.

6.3 Seller's Closing Deliveries. At Closing, Seller shall deliver to Escrow Agent:

6.3.1 Any funds, instruments, or documents as may be reasonably requested by the City or Escrow Agent or reasonably necessary to effect or carry out the purposes of this

Agreement (which funds, instruments or documents are subject to Seller's prior approval, which approval may not be unreasonably withheld, conditioned, or delayed).

6.4 The City's Closing Deliveries. At Closing, the City shall deliver to Escrow Agent:

6.4.1 The funds required by Section 4 of this Agreement; and

6.4.2 Any other funds, instruments, or documents as may be reasonably requested by Seller or Escrow Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments, or documents are subject to the City's prior approval, which approval may not be unreasonably withheld, conditioned, or delayed).

6.5 Closing Costs.

6.5.1 City shall pay the premium for the Title Policy.

6.5.2 The City will pay the additional premiums required for any extended coverage or endorsements requested by the City.

6.5.3 The City will pay Escrow fees.

6.5.4 Real property taxes, assessments, and other items customarily prorated in Kootenai County, Idaho, will be prorated as of the Closing Date based on the latest available figures. Any items that have been prorated based on the latest available figures shall be reconciled after the Closing Date when actual figures are available, with an appropriate adjustment to be made between Seller and the City.

6.5.5 Each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation, and conduct of the Transaction.

6.5.6 All other costs associated with the Transaction must be borne by the Parties in accordance with custom in Kootenai County, Idaho, as determined by Escrow Agent, unless otherwise specified in this Agreement.

6.5.7 Any liens to be paid by Seller at closing will be paid and/or removed from record at Seller's expense

6.5.8 The Escrow Agent will be committed to issuing the policy described in Section 5 upon recordation of the Closing documents.

6.5.9 Upon compliance with the Parties' closing instructions, the Escrow Agent will record the Warranty Deed at the City's expense.

7. **Seller's Representations and Warranties.** Seller represents and warrants to the City that:

7.1 Authority. Seller has full power and authority to enter into this Agreement and complete the Transaction.

7.2 Binding Agreement. Upon Seller's execution of this Agreement, this Agreement will be binding and enforceable against Seller in accordance with its terms, and upon Seller's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against Seller in accordance with their terms.

7.3 Title. Seller has fee title to the Property, subject to the Permitted Exceptions.

7.4 No Violations. Seller has not received notice of any violation regarding any applicable law, regulation, ordinance, requirement, covenant, condition, or restriction relating to the present use, occupancy, or condition of the Property from any person, authority, or agency having jurisdiction over the Property.

The foregoing representations and warranties must be true, correct, and complete on and as of the Effective Date and on and as of the Closing Date. All representations and warranties by Seller set forth in this Agreement will survive the consummation of this Agreement and the delivery and recordation of the deed described in Section 6.3.1 for a period of one (1) year.

8. **City's Representations and Warranties.** The City represents and warrants to Seller that:

8.1 Authority. The City has full power and authority to enter into this Agreement and complete the Transaction.

8.2 Binding Agreement. Upon the City's execution of this Agreement, this Agreement will be binding and enforceable against the City according to its terms, and upon the City's execution of the additional documents contemplated by this Agreement, they will be binding and enforceable against the City according to their terms.

8.3 Investigation of Property. The City has been or will be permitted access to the Property and will have inspected the Property prior to Closing. The City's consummation of the Transaction is based upon such inspection and not on any representations or warranties of Seller, except those expressly set forth in this Agreement and set forth on the Seller's Property Disclosure Statement form referred to in Section 5.6. The City agrees to accept the Property in an "AS IS, WHERE IS" condition, subject only to the express warranties of Seller set forth in this Agreement and set forth on the Seller's Property Disclosure Statement form.

8.4 No Other Representations. The City hereby acknowledges that neither Seller nor any person acting on behalf of Seller has made any representation, warranty, guaranty, or promise concerning the Property, whether oral or written, except as set forth in this Agreement and as set forth in the Seller's Property Disclosure Statement form referred to in Section 5.6.

The foregoing representations and warranties must be true, correct, and complete on and as of the Effective Date and on and as of the Closing Date. All representations and warranties by the City set forth in this Agreement will survive the consummation of this Agreement and the delivery and recordation of the deed described in Section 6.3.1 for a period of one (1) year.

9. **Real Estate Brokers.**

Seller and the City warrant, each to the other, that they have not dealt with any broker, agent, or finder in connection with this transaction and pursuant to which any brokerage fee, commission, or similar compensation is owed, and each party will indemnify, defend, and hold harmless the other from and against any claims, losses, and liabilities made or imposed for any commission or finder's fee to any broker or agent and arising out of the actions of such party.

10. FIRPTA -- Tax Withholding at Closing. The Parties will fully comply with the federal Foreign Investment in Real Property Tax Act ("FIRPTA").

10.1 Seller's Affidavit. If Seller is not a "foreign person" under FIRPTA, at Closing Seller will sign an affidavit so stating.

10.2 Withholding. If Seller is a "foreign person" under FIRPTA, at Closing the Escrow Agent will withhold from the sale proceeds the appropriate tax amount and submit that amount and any required forms to the Internal Revenue Service.

10.3 Indemnity. Seller indemnifies and holds the City and Escrow Agent harmless from any liability, including attorneys' fees, related to Seller's taxes under FIRPTA or otherwise. This indemnity provision shall survive the closing of this Transaction.

11. Risk of Loss. The risk of loss will be upon Seller until Closing. In the event of any material loss or damage to or condemnation of the Property before Closing, the City may terminate this Agreement. If the City waives any material loss or damage to or condemnation of the Property and proceeds to consummate the Transaction, or in the event of an immaterial loss, damage, or condemnation, Seller shall, at Closing and as a condition precedent to Closing, pay to the City the amount of any insurance or condemnation proceeds attributable to the Property that has been received by Seller and assign to the City as of Closing all rights or claims to proceeds payable thereafter.

12. Remedies.

12.1 The City's Remedies. If Seller fails to perform any of Seller's obligations under this Agreement and that failure continues for five (5) days after Seller's receipt of written notice from the City, the City may, as the City's sole remedy for Seller's failure, either: (i) terminate this Agreement in accordance with Section 13; or (ii) bring an appropriate action for specific performance of this Agreement.

12.2 Seller's Remedies. If the City fails to perform any of the City's obligations under this Agreement and that failure continues for five (5) days after the City's receipt of written notice from Seller, as Seller's remedies for the City's failure, either: (i) terminate this Agreement in accordance with Section 13; (ii) bring an appropriate action for specific performance of this Agreement; (iii) bring an appropriate action for any damages incurred by Seller as a result of such failure; or (iv) pursue any other remedies available to Seller under this Agreement, at law or in equity.

13. Termination. If the City or Seller elects to terminate this Agreement as provided under this Agreement, the terminating party shall give written notice of the termination to the other party and Escrow Agent. Upon proper termination by a party, Escrow Agent shall disburse any money

deposit(s) and return all documents deposited in the Escrow to the party who supplied the monies or documents. Upon delivery of such money and documents, this Agreement and the Escrow will be terminated, and except as provided in this Agreement neither party will have any further liability or obligation under this Agreement.

14. **Attorneys' Fees.** If there is any litigation or other action by any party to enforce or interpret any provisions of or rights arising under this Agreement, the prevailing party shall pay to the other party all costs and expenses, including reasonable attorneys' fees and costs, that the other party may incur in enforcing this Agreement or in pursuing any remedy allowed by law.

15. **Notices.** Any notice given in connection with this Agreement must be in writing and must be given by personal delivery, established national overnight delivery service, confirmed facsimile or United States certified or registered mail with postage prepaid, addressed to Seller or the City at the following addresses (or at another address as Seller or the City or the person receiving copies may designate in writing):

Seller: Arthur & Barbara Culpepper
3699 North Howell Road
Post Falls, ID 83854

The City: City of Post Falls
408 N. Spokane Street
Post Falls, ID 83854
(208) 773-3511

Escrow Agent: First American Title Company
1866 N. Lakewood Drive
Coeur d'Alene, ID 83814

Notice will be deemed given on the date the notice is delivered by personal delivery or by confirmed facsimile or on the date the notice is deposited with an overnight delivery service or in the United States mail. Notice will be deemed received on the date the notice is actually received or delivery is refused. Copies of all notices given to Seller or the City must be given to Escrow Agent.

16. **Escrow Cancellation Charges.** If the Escrow fails to close because of the City's default, the City will be liable for any escrow and title commitment cancellation charges by Escrow Agent. If the Escrow fails to close because of Seller's default, the Seller will be liable for any escrow and title commitment cancellation charges by Escrow Agent. If the Escrow fails to close through no fault of either Seller or the City, any such cancellation charges by Escrow Agent shall be divided equally between Seller and the City.

17. **Additional Acts.** The Parties agree to execute promptly all other documents and perform all other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement.

18. **Business Days.** If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, that act or action will be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.
19. **Waiver.** The waiver by any party to this Agreement of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
20. **Survival.** All the covenants, agreements, representations, and warranties set forth in this Agreement survive Closing, and do not merge into any deed, assignment or other instrument executed or delivered under this Agreement.
21. **Counterparts/Facsimile.** This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile or portable document format (.pdf), either of which will be effective as an original. At either party's request, or at the Escrow Agent's request, the Parties will confirm facsimile- or pdf-transmitted signatures by signing an original document.
22. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Parties to this Agreement and their respective successors and assigns. The foregoing notwithstanding, if the City assigns its rights under this Agreement, the City shall remain primarily liable for the performance of all the City's obligations under this Agreement.
23. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the matters set forth in this Agreement as of the Effective Date; it supersedes all prior oral or written agreements of the Parties as to the matters set forth in this Agreement; and it cannot be altered or amended except by an instrument in writing, signed by the City and Seller.
24. **Construction.** This Agreement is the result of negotiations between the Parties, neither of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this Agreement must be construed in accordance with their usual and customary meanings. Seller and the City waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of this Agreement.
25. **Headings.** The headings in this Agreement are for reference only and do not limit or define the meaning of any provision of this Agreement.
26. **No Third Party Beneficiary.** No term or provision of this Agreement or the exhibits to this Agreement is intended to be, nor may any term or provision be construed to be, for the benefit of any person, firm, corporation, or other entity not a party to this Agreement (including, without limitation, any broker), and no other person, firm, corporation, or entity has any right or cause of action under this Agreement.

27. **Severability.** If any provision of this Agreement or any portion of any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability will not alter the remaining portion of such provision, or any other provision of this Agreement, as each provision of this Agreement is severable from all other provisions of this Agreement.

28. **Time of Essence.** Time is of the essence in the performance of this Agreement.

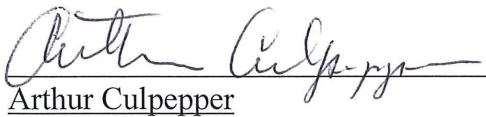
29. **Incorporation by Reference.** All exhibits to this Agreement are fully incorporated into this Agreement as though set forth in full.

30. **Governing Law.** This Agreement is governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first written above.

SELLER:


Arthur Culpepper

Date Executed: 8-25-2023

SELLER:


Barbara Culpepper

Date Executed: 8-25-23

CITY OF POST FALLS:

Mayor Ronald G. Jacobsen

Date Executed: _____

ATTEST:

Shannon Howard, City Clerk

This Purchase and Sale Agreement is acknowledged and accepted by Escrow Agent. Escrow Agent agrees to act as the "real estate reporting person" for the Transaction within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all required forms and returns.

ESCROW AGENT:

By _____

Name _____

Its _____

EXHIBIT A
LEGAL DESCRIPTION
of the
CULPEPPER PROPERTY TO BE PURCHASED
(Portion of Kootenai County AIN Number 139725)

EXHIBIT A

FISHER LIFT STATION DESCRIPTION

That portion of the East Half of Tract 76, Greenacres Irrigation District Plat No. 4, recorded in Book B of Plats, Page 55, records of Kootenai County, Idaho, described as follows:

The South 130 feet of the East 220 feet of said East Half of Tract 76; it is the intent of this description that the South and East lines of said Tract 76 are the dashed centerlines as shown on said Plat;

EXCEPTING THEREFOM: Existing road right of way, if any.



Digitally signed by
Michael L Hathaway
Date: 2023.08.03
15:53:11-07'00'

EXHIBIT B

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

(Space Above For Recorder's Use)

WARRANTY DEED

For value received, and pursuant to the Residential Purchase and Sale Agreement between the parties, ARTHUR CULPEPPER and BARARA CULPEPPER, husband and wife, whose address is 3699 N Howell Rd., Post Falls, Idaho 83854 ("Grantors"), conveys, grants, bargains, and sells and conveys unto THE CITY OF POST FALLS, a municipal corporation, ("Grantee"), whose address is 408 N. Spokane Street, Post Falls, Idaho 83854 and their successors and assigns forever, the following described real property situated in Kootenai County, State of Idaho, to-wit:

Legal Description attached hereto as Exhibit A, and by this reference incorporated herein.

SUBJECT TO taxes and assessments for the year 2023 and all subsequent years, together with any and all existing easements, rights-of-way, reservations, restrictions, and encumbrances of record, to any existing tenancies, to all zoning laws and ordinances, and to any state of facts an accurate survey or inspection of the premises would show.

Except as specified below, this conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way, and water rights in anywise appertaining to the real property herein described.

The Grantors covenant to the Grantee that Grantors are the owners in fee simple of said real property; that the real property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantors will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantors have executed this instrument on this ____ day of August, 2023.

Arthur Culpepper
ARTHUR CULPEPPER

Barbara Culpepper
BARARA CULPEPPER

STATE OF IDAHO)
) ss.
County of Kootenai)

On this on this 25th day of August, 2023, before me, a notary public in and for said State, personally appeared ARTHUR CULPEPPER and BARARA CULPEPPER, known or identified to me to be the person whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Shannon Howard
NOTARY PUBLIC FOR IDAHO
Residing at Red-ell expires 11/15/24

CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS
MEETING DATE: 9/5/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Craig Borrenpohl, Utility Manager

SUBJECT: Headworks Influent Forcemain Feasibility Analysis – Additional Services Agreement with J-U-B Engineers

ITEM AND RECOMMENDED ACTION:

City Council approves the additional services agreement with J-U-B Engineers and authorizes the Mayor to sign the Agreement.

DISCUSSION:

This agreement adds an additional study element to the ongoing Water Reclamation Facility Plan Study. The additional services to be performed by J-U-B Engineers include the consideration of several future piping configurations from Seltice Way into the Headworks building at the Water Reclamation Facility (WRF). The analysis will focus on the collection system piping and two nearby lift stations in the Seltice Way Corridor. The evaluation will determine the best options to address long term connections to the facility. Additionally, this Agreement includes a separate task item to evaluate routing options for a future Class “A” Effluent Reuse pipeline from the WRF to the city’s Prairie Reuse Property.

While the 2019 Collections System Master Plan and the 12th Ave forcemain design acknowledged future piping and capacity needs at the WRF, this Feasibility Analysis provides further refinement of those assumptions and a bridge between the collections master plan and the Water Reclamation Facility master plan. A final deliverable from J-U-B will include recommended improvements.

The timing of this analysis stems from planning discussions regarding a Streets Capital Project to rehabilitate the section of the Seltice Way pavement surface, including the section adjacent to the WRF. Collaborating for the needs of both the Streets and Wastewater Divisions will help identify and prioritize infrastructure needs and avoid redundant improvements. It is anticipated that a scope and agreement for the Seltice Way Capital Project will be presented at a future Council meeting, led by the Streets and Projects Divisions.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February 15, 2022 – Contract with J-U-B Engineers for the WRF Planning Study and Financial Plan.

APPROVED OR DIRECTION GIVEN:

Approved by Council

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

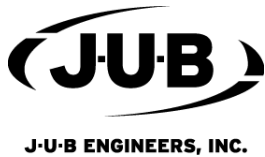
This Additional Services with J-U-B Engineers, Inc. has a value of \$29,800. Funding will come from the Water Reclamation Line Item for a Facility Plan.

BUDGET CODE:

651-463.3209.95500

ATTACHMENTS:

1. Additional Services NO. 2 - Headworks Inf Feasibility



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

Authorization for Contract Amendment

CLIENT: City of Post Falls

Project Name: Post Falls Water Reclamation Facility Plan

J-U-B Project Number: 20-22-019

1. *Amendments.* The following amendments to Attachment 1 – Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). These Amendments are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated February 3, 2022. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

Headworks Influent Forcemain Feasibility Analysis. Reference attached Scope of Work and Labor Estimate.

2. *Verbal Authorization by CLIENT, if Applicable.* J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

N/A _____
Name Date

3. *Payment for Amendments.* Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

Reference attached Scope of Work and Labor Estimate.

4. *Schedule of Services.* Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

Per attached Scope of Work..

Dated this 6 day of August, 2023,

CLIENT

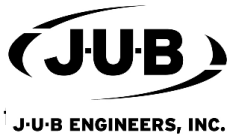
By: _____
Project Representative or Authorized Signatory for
CLIENT

Print or Type Name and Title

J-U-B ENGINEERS, Inc.

By: R. Michael Conn _____
Project Representative or Authorized Signatory for J-U-B

Ruel Michael Conn, PE Project Manager _____
Print or Type Name and Title



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

**FOR
Water Reclamation Facility - Facility Plan Headworks Influent Feasibility Analysis**

Exhibit "B" – Scope of Services, Schedule, and Basis of Fee

The Agreement for Professional Services (Agreement) includes the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

PROJECT UNDERSTANDING / BACKGROUND

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, Idaho (CITY or CLIENT) is seeking continued professional engineering services from J-U-B ENGINEERS, Inc. (J-U-B or CONSULTANT) for wastewater engineering services. The scope of work will include engineering services for the City's Water Reclamation Facility (WRF) generally consisting of the following items:

- Background: The City is currently evaluating improvements and potential reconstruction of the Seltice Way corridor coinciding with the WRF's frontage including areas generally from the Corbin Road LS east, past the Seltice Way LS and on to Chase Road. The City of Post Falls Wastewater Collection System Master Plan identifies this corridor for multiple pressure mains, existing and future. The City is interested in evaluating the need or opportunities for potential reconfiguration of forcemains and gravity sewer within this corridor as noted below:
- WRF Influent Feasibility Analysis: During initial scoping meetings, the CITY noted their desire to evaluate three alternatives for routing existing and future influent to the WRF in order to determine which option(s) is/are feasible and ultimately which option is best for the CITY long-term. The three, base alternatives to be evaluated are:
 1. The current proposed design by Keller Associates as shown on the 12TH Ave. Collection Project PH 2 plans. This includes multiple, smaller diameter forcemains, each feeding into a combined concrete influent box.
 2. Combining the smaller diameter forcemains into fewer, larger-diameter forcemains in order to minimize the number of pipes being routed in Seltice Way and ultimately into the WRF Headworks.
 3. Evaluate the ability to eliminate one or both of the Seltice and Corbin Lift Stations by the addition of a gravity sewer. This alternative is expected to require a single larger lift station which would discharge directly to the WRF. The location of the new lift station would be based on the feasibility of eliminating the Seltice and Corbin lift stations. Additional existing and future forcemains would be retained and routed to this new, larger lift station.

Consideration will also be given to utilizing a piped collection manifold (Alternative 2) and possibly dual forcemains (Alternatives 2 and 3) into the structure at the Headworks to facilitate connections of future forcemains and maintenance of forcemains.

It is assumed that the C-Trail Lift Station forcemain(s) entering the WRF from the south-side of Interstate 90 will remain in their current configuration and will not be included in this analysis. Additionally, it is assumed that the Rathdrum forcemain entering the WRF will also remain in its current configuration and will not be included in this analysis.

- WRF Effluent Reuse Pipeline Considerations: During initial scoping meetings, the CITY noted their desire to evaluate potential routing options for a future Class A effluent reuse pipe to be routed across/in Seltice Way in the same corridor extents previously noted. The ultimate discharge location of the reuse pipe is the City's Prairie Reuse Property. Potential corridors where a 20-inch nominal diameter pipe could be installed will be evaluated along with impacts/constructability considerations relative to each of the three influent options. Detailed routing of the effluent reuse pipeline beyond Seltice Way will not be included.
- The feasibility analysis will be generally based on the following criteria:
 - Hydraulic Capacity – quantitative analysis
 - The design capacity of each lift station and forcemain(s) from current Master Planning will be utilized to determine preliminary sizing, elevations, and routing. Consideration of additional future growth or expansion will not be considered in preliminary sizing calculations.
 - Detailed modeling and design will not be provided.
 - Constructability / Layout of Improvements– qualitative analysis
 - General consideration of the space available and potential complicating factors (e.g., nearby utilities...etc.) will be provided.
 - Schematics of potential routing will be provided on aerial photos. CAD drawings / modeling will not be developed.
 - Expandability – qualitative analysis
 - General consideration of the available space and considerations for adding onto the alternative at the WRF Headworks will be provided.
 - A detailed analysis of anticipated growth patterns within the City's area of impact and future routing of the collections system will not be conducted.
 - Maintenance – qualitative analysis
 - General consideration of anticipated maintenance tasks and the level of maintenance required will be provided.
 - A detailed analysis of all maintenance tasks associated with each alternative will not be conducted.
 - Forcemain Collection Best Practice – qualitative analysis
 - A review of the Water Environment Federation MOP 8, as well as other current industry best practices, will be conducted and considered when evaluating alternatives for routing, collection, and phasing of the Headwork's influent piping.
 - Opinion of Cost – quantitative analysis
 - Planning level opinion of probable capital costs (AAECI Class 4, - 30%/+50%) will be provided for all three alternatives. Probable twenty-year operation and maintenance costs for alternatives which either add or eliminate lift station(s) will also be provided.
- As-Built Drawings and readily available documentation that will be utilized to conduct the feasibility analysis includes:
 - As-built drawings of Seltice and Corbin Lift Stations
 - As-built drawings of the WRF Headworks

- 12th Ave Lift Station Forcemain Drawings (Not yet constructed but shows proposed forcemain routing)
- As-built drawings and information available for the Seltice Way corridor
- City GIS information for utilities within the Seltice Way corridor
- Collection System Master Plan (Keller Associates (2019)
- Survey and utility locates for Seltice Way are not anticipated as part of this scope of work. If it is determined that survey level information is needed to complete the analysis, it can be added as an additional service if requested by the CLIENT.
- Deliverables: The scope of work herein will provide a draft feasibility analysis technical memorandum which summarizes the results of the feasibility analysis for each of the three alternatives, including potential advantages and disadvantages of each alternative and preliminary cost information, to allow for CITY input and selection of their preferred alternative.
- Upon receipt of the CITY's comments on the draft document, including their selection of a preferred alternative, J-U-B will collate this information into the final technical memorandum.

The following scope of services been developed and divided into the following main tasks to support this project:

- Task 091 – Headworks Influent Feasibility Analysis

PART 1 - SCOPE OF SERVICES

A. Basic Services - J-U-B's Basic Services under this Agreement are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. Additional details are included in the Labor Estimate at the end of these task descriptions.

1. Task 091 – Headworks Influent Feasibility Analysis

a. Subtask-001: Overall Project Management and Contract Administration with CLIENT

- 1) Project Initiation
- 2) Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
- 3) Develop project approach, intermediate milestones, and work plan
- 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) During periods of project activity, provide a regular report to CLIENT on project status, budget, and schedule.
- 7) Provide a monthly invoice including budget status.
- 8) Provide ongoing document handling and filing.
- 9) Archive paper and electronic files and records.
- 10) Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.

- 11) Close financial billing and accounting records in J-U-B's financial and record-keeping systems.
- b. **Subtask-002: Design Review Meetings with CLIENT**
 - 1) Kick-Off Meeting: Conduct a Kick-Off meeting with the CITY to define project goals, review a preliminary list of alternative options, discuss project schedule, discuss and review available background information, and other project objectives.
 - 2) Conduct two intermediate progress review meetings with CITY Staff (via Teams/remote).
 - 3) Feasibility Analysis Review: Upon completion of the draft Feasibility Analysis Technical Memorandum, meet with the CITY at the WRF to present alternatives and review with CITY Staff for input prior to finalizing the technical memorandum to include the CITY's preferred alternative.
- c. **Subtask-003: Survey and Base Topographical Map**
 - 1) Surveying is not included in this scope of services. To be added as an additional service if requested by CLIENT.
- d. **Subtask-004: Feasibility Analysis and Technical Memorandum**
 - 1) **Feasibility Analysis of Three Alternatives**
 - Review background documentation to determine:
 - Design capacity of each lift station and forcemain, as well as current sizing and routing. Revisions to design capacities, as well as an evaluation of potential future growth, is not included in this scope of work.
 - As-built layout of existing infrastructure at the WRF Headworks.
 - Locations of known utilities and available piping corridors within Seltice Way.
 - Develop and review three alternatives for feasibility. Reference Project Understanding/Background (prior) for additional information regarding scope of the analysis and considerations.
 - It is anticipated that aerial photos will be utilized for the purpose of the feasibility analysis. J-U-B will rely on such information provided by others for purposes of the feasibility analysis. Exposed elements critical for the analysis will be confirmed in the field through field measurements, as needed.
 - If surveying for the feasibility analysis is determined to be necessary, the work shall be completed as an additional service.
- e. **Subtask -005 Quality Assurance/Quality Control (QA/QC) Reviews**
 - 1) J-U-B will conduct internal review of the draft and final Feasibility Analysis for quality control and assurance.
- f. **Subtask -006: Issuing Deliverables**
 - 1) Compile Feasibility Analysis Technical Memorandum and distribute for review / approval as follows:
 - Distribute DRAFT document for CITY review and input.
 - Address CITY comments, incorporate CITY's selection of the preferred alternative, and distribute FINAL for review / approval as follows:
 - CITY – One hard copy and one PDF

PART 2 - SCHEDULE OF SERVICES

- A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CITY-provided information, typical review periods, and active direction during work. CITY acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Task Number	Task Name	Anticipated Schedule
091	Feasibility Analysis	Draft TM within 60 calendar days of signed Agreement and receipt of background information from CITY.

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. Provide operating data; perform and pay for needed sampling and testing
 2. Out-of-scope items specifically identified earlier in this amendment.
 3. Perform detailed analysis or stress-testing of existing processes, components, or subsystems, and corresponding analysis and evaluation.
 4. Perform groundwater sampling and pay for testing if required.
 5. Negotiate and acquire all property, right-of-ways, and easements as may be required.
 6. Apply for and negotiate with IDEQ (and other applicable parties) for variances that may be necessary for improvements at the existing site.
 7. Provide utility location services.
 8. Pay for any agency review fees that may be needed.
 9. Legal counsel, including review and approval of any contract documents to be executed by CLIENT with contractor(s).
 10. Securing funding for the project.
 11. Environmental clearances, survey, permits, and mitigations plans such as for wetlands, wildlife, archeology, cultural, or historical.
 12. 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 of J-U-B's services, or any defect or nonconformance in J-U-B's services, the Work, or in the performance of any Contractor.
 13. Track allocation of project costs among the various funding sources, prepare funding applications and status summaries for agencies, and complete reimbursement requests that are required by the funding agencies.
 14. Background Information and As-Built Drawings to be provided by the CITY (as indicated during scope development):
 - a. As-built drawings for the Post Falls Headworks and Solids Loading Improvements (J-U-B 2016)
 - b. Collection System Master Plan (Keller Associates 2019)

- c. As-built drawings of Seltice and Corbin Lift Stations
 - d. As-built drawings of the WRF Headworks
 - e. 12th Ave Lift Station Forcemain Drawings (Not yet constructed but shows proposed forcemain routing)
 - f. Drawings by Welch-Comer which show as-built locations for utility pipeline sleeves constructed in Seltice Way
 - g. Welch-Comer Drawings which show the decommissioning of the Howel Lift Station including as-built locations for utility pipeline sleeves and improvements constructed in Seltice Way.
 - h. Additional as-built information for utilities within Seltice Way
 - i. City GIS information for utilities within Seltice Way corridor
- 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. Topographical Survey
 - 2. Geotechnical Site Evaluation
 - 3. Final Design
 - 4. Bidding Support
 - 5. Construction Engineering Support Services
 - 6. Evaluating / undertaking alternative delivery approaches.
 - 7. Separating the project into multiple packages for bidding.
 - 8. Assistance with judicial confirmation, bond elections, including public involvement to support these efforts.

PART 4 - BASIS OF FEE

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
- 1. For Lump Sum fees:
 - a. Per the Master Agreement.
 - 2. For Time and Materials fees:
 - a. Per the Master Agreement.
- B. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount
091	Feasibility Analysis	Time and Materials ¹	\$29,800
		TOTAL	\$29,800
¹ Tasks authorized with this task order.			
² Budget Reserved for Task not yet authorized by Owner.			

Exhibit(s):

- n/a

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

GROUP: Choose an item.

PROJECT DESCRIPTION(S):

1. Sewer/Wastewater Collection/Treatment/Disposal (S04)
2. Municipal/Utility Engineering (203)

EXHIBIT 1-A: WORK BREAKDOWN STRUCTURE
BASIS OF FEE ESTIMATE



Project Title, Client:

Project Number:

Prepared By:

PFWRF Facility Plan: AAS - 2 Headworks Influent Feasibility Analysis, City of Post Falls

20-22-019

M Conn

			Strom, Sharon	Conn, Ruel	Baune, Jon	Utecht, Kimberly	Halland, Katie	Holder, William	Yake, Christopher			
Task Number	Subtask Number	Task/Subtask Name / Activity Description	Project Engineer II	Program Manager	Project Manager	PFA	Senior Administrative Support	CAD Designer - Senior	Senior GIS Analyst	J-U-B Expenses	Subconsultant Expenses	Total Compensation
091		Project Management	92	33	6	6	8	10	4	\$0	\$0	\$29,800
091	001	Admin	5	9	0	6	0	0	0	\$0	\$0	\$3,500
		Project initiation	3	3						\$0	\$0	\$1,300
		Add Task in Vision financial software				2				\$0	\$0	\$200
		Develop project approach, intermediate milestones, and work plan	2							\$0	\$0	\$400
		Monthly invoicing and internal budget and schedule tracking		4		2				\$0	\$0	\$1,100
		Ongoing document handling and filing/closeout		2		2				\$0	\$0	\$600
091	002	Meetings with Client	11	9	0	0	0	0	0	\$0	\$0	\$4,200
		Kick-Off Meeting	4	3						\$0	\$0	\$1,400
		Intermediate Progress Meetings (2) via Teams	4	3						\$0	\$0	\$1,400
		Review of Draft Feasibility Analysis	3	3						\$0	\$0	\$1,300
		Contingency								\$0	\$0	\$0
091	003	Survey	0	0	0	0	0	0	0	\$0	\$0	\$0
		N/A								\$0	\$0	\$0
091	004	Feasibility Analysis and Tech Memo	74	15	0	0	0	10	4	\$0	\$0	\$19,800
		Review / collate background documentation: existing LSs/FM	8	1					2	\$0	\$0	\$2,100
		Review / collate background documentation: existing HW infrastructure	2	1				2		\$0	\$0	\$900
		Review / collate background documentation: existing utilities in Seltice	4	1					2	\$0	\$0	\$1,300
		Review MOP 8 and other design guidance and summarize	4							\$0	\$0	\$800
		Review Alt #1 and develop schematic	6	1				2		\$0	\$0	\$1,700
		Review Alt #2 and develop schematic	8	1				2		\$0	\$0	\$2,100
		Review Alt #3 and develop schematic	12	1				2		\$0	\$0	\$2,800
		Review reuse pipe routing options in Seltice	4					2		\$0	\$0	\$1,100
		Develop Cost Opinions	6	2						\$0	\$0	\$1,600
		Write technical memorandum (initial draft)	12	2						\$0	\$0	\$2,700
		Update technical memorandum with City comments/QC (final) Issue	4	1						\$0	\$0	\$1,000
		Internal weekly review/check-in/questions	4	4						\$0	\$0	\$1,700
		Contingency								\$0	\$0	\$0
091	005	QC Reviews	0	0	6	0	0	0	0	\$0	\$0	\$1,200
		Background Data QC			1.5					\$0	\$0	\$300
		Draft TM QC			3					\$0	\$0	\$600
		Final TM QC			1.5					\$0	\$0	\$300
091	006	Issuing Deliverables	2	0	0	0	8	0	0	\$0	\$0	\$1,000
		Admin editing/formatting/compiling/printing Draft TM	1				4			\$0	\$0	\$500
		Admin editing/formatting/compiling/printing Final TM	1				4			\$0	\$0	\$500

EXHIBIT 1-A: WORK BREAKDOWN STRUCTURE
BASIS OF FEE ESTIMATE



Project Title, Client:

Project Number:

Prepared By:

PFWRF Facility Plan: AAS - 2 Headworks Influent Feasibility Analysis, City of Post Falls

20-22-019

M Conn

			Strom, Sharon	Conn, Ruel	Baune, Jon	Utecht, Kimberly	Halland, Katie	Holder, William	Yake, Christopher			
Task Number	Subtask Number	Task/Subtask Name / Activity Description	Project Engineer II	Program Manager	Project Manager	PFA	Senior Administrative Support	CAD Designer - Senior	Senior GIS Analyst	J-U-B Expenses	Subconsultant Expenses	Total Compensation
900		Management Reserve Fund	0	0	0	0	0	0	0	\$0	\$0	\$0
900	001	Enter Subtask Name	0	0	0	0	0	0	0	\$0	\$0	\$0
		Activity 1								\$0	\$0	\$0
										\$0	\$0	\$0
Total Hours			92	33	6	6	8	10	4			159
Total Costs			\$17,500	\$7,600	\$1,200	\$500	\$700	\$1,600	\$700	\$0	\$0	\$29,800

**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Seale, Community Development Director
SUBJECT: Development Progress

ITEM AND RECOMMENDED ACTION:
N/A

DISCUSSION:
N/A

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

APPROVED OR DIRECTION GIVEN:
N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:
N/A

BUDGET CODE:
N/A

ATTACHMENTS:
None

**CITY OF POST FALLS
AGENDA REPORT
ADMINISTRATIVE / STAFF REPORTS
MEETING DATE: 9/5/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Completion of the WRF Outfall Replacement - Project Summary

ITEM AND RECOMMENDED ACTION:

N/A

DISCUSSION:

N/A

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

None