



**CITY COUNCIL
MEETING AGENDA**

**September 19, 2023
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

- a. Sidewalk Snow Removal Ordinance

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

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

- a. Connect to Kootenai - Greta Gissel
- b. Proclamation - Constitution Week
- c. Proclamation - National Service Dog Month

AMENDMENTS TO THE AGENDA

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

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 – September 5, 2023, City Council Meeting
- b. Payables August 29, 2023 - September 11, 2023
- c. Millsap Landing Annexation Reasoned Decision File No. ANNX-22-16
- d. Nagra Annexation Reasoned Decision File No. ANNX-22-11
- e. Hydrilla Estates Construction Improvement Agreement
- f. Fair Estates Subdivision Master Development Agreement
- g. Quailview Twinhomes Construction Improvement Agreement
- h. Addendum 1 to Appendix XI of the Prairie Crossing Construction Improvement Agreement

2. PUBLIC HEARINGS

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

ACTION ITEMS:

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

4. NEW BUSINESS

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

ACTION ITEMS:

- a. Agreement with Motorola Solutions for Continued Service of CAD/RMS (Spillman) System
- b. Floodplain Ordinance Amendment
- c. Resolution to Repeal Outdated Policies
- d. Resolution Adopting Personnel Policies

5. CITIZEN ISSUES

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

6. ADMINISTRATIVE / STAFF REPORTS

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

7. MAYOR AND COUNCIL COMMENTS

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

8. EXECUTIVE SESSION

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

ACTION ITEMS:

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

RETURN TO REGULAR SESSION

ADJOURNMENT

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

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

Mayor Ronald G. Jacobson

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

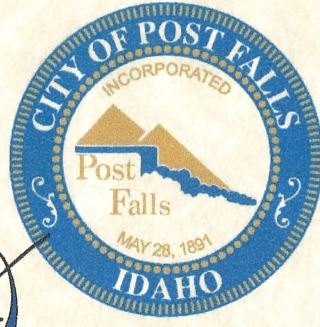
Mission

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”



Proclamation

Constitution Week 2023

Whereas, September 17, 2023 marks the two hundred and thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

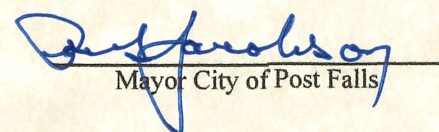
Whereas, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

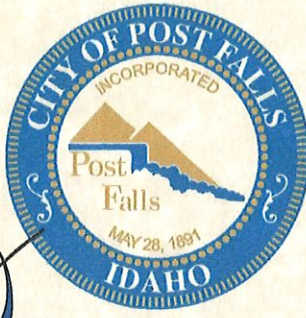
Whereas, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week,

Now, therefore, I, Ronald G. Jacobson, Mayor of the City of Post Falls, Idaho, do hereby proclaim the week of September 17th through 23rd as Constitution Week,

And ask our citizens to reaffirm the ideals that the Framers of the Constitution had in 1787, by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Dated this 15th of Sept, 2023.


Mayor City of Post Falls



Proclamation

National Service Dog Month

Whereas, we believe in the joyful, transformative power of the human-canine bond and inclusivity of all citizens;

Whereas, in the United States, 64 million adults and children have a disability and only 16,000 service dogs from accredited training programs exist nationwide and the need is growing.

Whereas, Canine Companions is a nonprofit organization that enhances the lives of people with disabilities by providing expertly-trained service dogs and ongoing support to ensure quality partnerships.

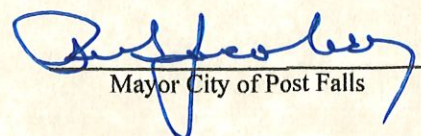
Whereas, Canine Companions and their service dogs empower people with disabilities to lead life with greater independence, by providing best-in-class training, ongoing follow up services and a deeply committed community of support;

Whereas, National Service Dog Month aims to educate our community about the benefits of service dogs and the laws protecting them;

Whereas, The City of Post Falls continues to work toward becoming an inclusive community in which all citizens, and their service dogs, are embraced;

Now, therefore, in recognition of service dogs and the adults and children with disabilities in our community, I, Ronald G. Jacobson, Mayor of the City of Post Falls, Idaho, do hereby proclaim September to be National Service Dog Month; I encourage all citizens to celebrate task trained service dogs and be respectful of the rights afforded to the adults, children and veterans who lead more independent lives because of their assistance.

Dated this 19th of Sept, 2023.


Mayor City of Post Falls

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM:

SUBJECT: Minutes – September 5, 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. City Council Minutes - 09052023



**CITY COUNCIL
MEETING MINUTES**

**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

ROLL CALL

Thoreson, Walker, Malloy, Ziegler, Borders, Shove - All Present

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
All Present**

AMENDMENTS TO THE AGENDA

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

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – 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

Motion by Borders to approve the Consent Calendar as presented.

Second by Malloy.

Vote: Shove-Aye, Borders-Aye, Thoreson-Aye, Walker-Aye, Malloy-Aye, Ziegler-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. FY 2024 Property Tax Reserve to Foregone

Public Hearing started at 6:03 pm.

Staff Report

Jason Faulkner, Finance Director: The amount I am proposing be rolled over into the foregone is \$116,497.

Testimony

In Favor - None

Neutral - None

In Opposition - None

Public Hearing Closed at 6:04 pm.

Motion by Malloy to approve the FY 2024 Property Tax Reserve to Foregone.

Second by Ziegler.

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

Motion Carried

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

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.

Motion by Thoreson to approve Resolution Fiscal Year 2024 Fee Resolution and to direct the clerk to assign the appropriate number.

Second by Malloy.

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

Motion Carried

b. Resolution - FY 2024 Reserve Foregone Property Taxes

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 foregone amount is reserved and included in the City's total forgone balance for potential use in subsequent years.

Motion by Thoreson to approve Resolution FY 2024 Reserve Foregone Property Taxes and to direct the clerk to assign the appropriate number.

Second by Malloy.

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

Motion Carried

c. Resolution - Parkway Fire Disaster 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".

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 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 affect 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.

Motion by Thoreson to approve Resolution Parkway Fire Disaster Declaration and to direct the clerk to assign the appropriate number.

Second by Walker.

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

Motion Carried

- d. Ordinance - Fiscal Year 2024 Budget

Motion by Thoreson to place the Ordinance Fiscal Year 2024 Budget on its first and only reading by title only while under suspension of the rules.

Second by Malloy.

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

Motion Carried

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR FISCAL YEAR BEGINNING OCTOBER 1, 2023, 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 APPROPRIATION ARE MADE.

Motion by Thoreson to approve the Ordinance Fiscal Year 2024 Budget and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Malloy.

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

Motion Carried

- e. Ordinance- Creating Position of Deputy City Administrator

Motion by Thoreson to place the Ordinance Creating Position of Deputy City Administrator on its first and only reading by title only while under suspension of the rules.

Second by Malloy.

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

Motion Carried

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.

Motion by Thoreson to approve the Ordinance Creating Position of Deputy City Administrator and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Malloy.

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

Motion Carried

- f. Fisher Lift Station Purchase and Sale Agreement

Craig Borrenpohl, Utility Manager presenting: 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 led to the development of the purchase and sale agreement being considered here. The proposed parcel will allow for construction of the new lift station and will account 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. The agreed purchase price is \$181,000 with a contingency of \$10,000 is requested to cover any site investigation, surveying, and closing costs. The funding for this purchase will be split between the Land Acquisition and Fisher Lift Station Upgrade budget.

Motion by Malloy to approve the Fisher Lift Station Purchase and Sale Agreement.

Second by Borders.

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

- g. Headworks Influent Forcemain Feasibility Analysis – Additional Services Agreement with J-U-B Engineers

Craig Borrenpohl, Utility Manager and Andrew Arbini, Projects Manager presenting: This agreement adds an additional study element to the ongoing Water Reclamation Facility Plan Study. The additional services to be performed by JUB 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 Resuse 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 JUB 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. The additional services has a value of \$29,800 and funding will come from the Water Reclamation Line Item for the Facility Plan.

Motion by Malloy to approve the Headworks Influent Forcemain feasibility Analysis - Additional Services Agreement with J-U-B Engineers.

Second by Walker.

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

4. NEW BUSINESS

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ACTION ITEMS:

None

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

- The October 3rd City Council meeting has been canceled.
- The majority of the Community Forest is back open to the public after being closed due to the Parkway Fire that occurred on August 4th. It remains our top priority to keep the community safe as we reopen the forest. With that, danger still exists in the area directly affected by the fire, which will remain closed through the winter. Signage is posted onsite indicating which areas are open and which areas remain closed.

- a. **ACTION ITEM:** Appointment and Oath of Office for Deputy City Administrator

Motion by Malloy to approve the appointment of Warren Wilson to the position of Deputy City Administrator.

Second by Borders.

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

Motion Carried

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

Motion by Malloy to approve the appointment of Field Herrington to the position of Legal Services Director.

Second by Borders.

Second by Shove-aye, Walker-Aye, Thoreson-Aye, Malloy-Aye, Borders-Aye, Ziegler-Aye

Motion Carried

5. CITIZEN ISSUES

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None

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

Bob Seale, Community Development Director went over different developments that are in progress of being built in the city.

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

Andrew Arbini, Projects Division Manager, gave an update of the Outfall Replacement project from start to finish. This project is now completed and closed.

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.

Mayor: School is back in session. Please drive slow. Let's keep all our kids safe this year.

Thoreson: I wanted to welcome my daughter to the meeting tonight.

8. EXECUTIVE SESSION

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

ACTION ITEMS:

None

ADJOURNMENT

6:48 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: 9/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Gracie Ficca, CSR/AP
SUBJECT: Payables August 29, 2023 - September 11, 2023

ITEM AND RECOMMENDED ACTION:

Check Run 9.20.23

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:

682,957.20

BUDGET CODE:

Various

ATTACHMENTS:

1. Post Falls Check Approval 9.20.23
2. Book1

Post Falls Check Approval



City of Post Falls

Packet: APPKT11390 - Check Run 9.20.23
Vendor Set: 01 - Vendor Set 01

Check Date: 9/12/2023

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 001 - GENERAL FUND					
Dept: 412 Information Systems					
D070	Dell Marketing LP				
APMWB	Check	10697392550	ReadyRails for Blossom Mtn	001-412.0000.63030	75.56
Dept 412 Total:					75.56
Dept: 413 General Services					
D070	Dell Marketing LP				
APMWB	Check	10695223630a	Deputy CA workstation and laptop	001-413.0000.80010	3,079.04
Dept 413 Total:					3,079.04
Dept: 414 Finance					
VEN14240	ACRAnet- CBS Branch				
APMWB	Electronic Funds Transf	24039	N. Wolf criminal background check	001-414.0000.62080	62.00
A4280	Anderson Bros. CPA's				
APMWB	Check	10058	GASB 87 Implementation and Financial Revi	001-414.0000.62091	8,000.00
B091	BDS				
APMWB	Check	90256	Utility Billing	001-414.1445.62170	5,768.76
				001-414.1445.62190	3,854.67
Dept 414 Total:					17,685.43
Dept: 415 City Clerk					
C291	Coeur d' Alene Press				
APMWB	Check	0000013096	Printing of ordinance 1490	001-415.0000.62000	31.87
		0000013202	Printing of ordinance 1491	001-415.0000.62000	48.04
		0000013291	Printing of election filing deadline	001-415.0000.62000	51.12
Dept 415 Total:					131.03
Dept: 417 Media/Cable Franchise					
P4835	ProPrint				
APMWB	Check	63932	Business Cards	001-417.0000.62003	31.00
Dept 417 Total:					31.00
Dept: 421 Police					
A0901	AT&T Mobility				
APMWB	Check	287291408138X082	PD mobile devices	001-421.0000.65030	1,573.34
		287291408138X072	PD wireless devices	001-421.0000.65030	1,574.64
B160	Body By Scotty Towing				
APMWB	Check	2525	Evidence impound 23PF18925	001-421.0000.67170	170.00
		2460	Vehicle Impound - 23PF10723	001-421.0000.67170	165.00
		2614	Evidence impound - 23PF18925	001-421.0000.67170	170.00
		2686	Vehicle impound - 22PF31243	001-421.0000.67170	195.00
		44825	Window tint for repaired PFPD141	001-421.0000.67170	462.43
VEN14145	Charter Communications				
APMWB	Check	0337140082023	PD internet	001-421.0000.65030	159.98
C210	City of Post Falls				
APMWB	Check	INV0146439	City Utilities August 2023	001-421.0000.65004	1,456.53
C220	Coleman Oil Co				
APMWB	Check	CP-0023437	Patrol fuel	001-421.0000.64030	7,032.74
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	12042	Office keys	001-421.0000.68010	28.19
C4106	CPS				
APMWB	Check	TR-INV002819	Patrol applicant testing	001-421.0000.64020	517.00
F045	Fernan Gun Club				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
G020 APMWB	Check	PF0079	FY 2023 Range use	001-421.0000.62040	500.00
APMWB	Check	025345567	Name tag - Speer	001-421.4000.72000	9.20
		025508533	Jumpsuit - Grob	001-421.4000.72000	595.70
		025496213	Jumpsuit - Roach	001-421.4000.72000	595.70
VEN01683	Goodyear Tire & Rubber Company				
J07050 APMWB	Check	197-1149989	Tires - PFPD102	001-421.0000.67190	500.00
APMWB	Check	3579f329-0001	Class registration - McMillen	001-421.0000.64020	580.00
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	6252832	Vehicle diagnoses and repair - PFPD123	001-421.0000.67100	837.17
		5516607	Hose - PFPD114	001-421.0000.67100	122.86
		5516592	Seals	001-421.0000.67100	26.60
K140	Kootenai Electric				
APMWB	Check	1588061 083023	Blossom Mtn electric	001-421.0000.65021	356.62
N001 APMWB	Napa Auto Parts				
APMWB	Check	3688-248888	Heater hose connectors - PFPD92	001-421.0000.67100	39.01
		3688-250027	Dual fan assy - PFPD122	001-421.0000.67100	139.79
		3688-252396	Coolant - stock	001-421.0000.67100	119.16
		3688-251234	Silentguard kit - PFPD1	001-421.0000.67100	114.99
		3688-250272	Compressor return	001-421.0000.67100	-388.01
		3688-252331	Purge canisters - PFPD93	001-421.0000.67100	100.10
		3688-251313	Warranty return - compressor	001-421.0000.67100	-388.01
		3688-249444	Dexron - stock	001-421.0000.67100	71.09
		3688-249372	Glass cleaner for stock	001-421.0000.67100	69.84
		3688-248749	Oil filters and tire shine for stock	001-421.0000.67100	37.74
		3688-250274	Flush kit/ Condenser drier return	001-421.0000.67100	-295.66
		3688-249445	Dexron ATF - Stock	001-421.0000.67100	55.20
		3688-250743	Mount - PFPD114	001-421.0000.67100	53.28
		3688-250121	Mount - PFPD122	001-421.0000.67100	53.28
		3688-248397	Core credits	001-421.0000.67100	-54.00
		3688-249819	Rapid seal kit - PFPD114	001-421.0000.67100	20.74
		3688-249592	Windshield wipers - stock	001-421.0000.67100	44.16
		3688-251972	Battery and door actuator - PFPD123	001-421.0000.67100	186.30
		3688-252267	Toggle switches - stock	001-421.0000.67100	23.19
		3688-251435	carpet headliner - stock	001-421.0000.67100	34.72
		3688-249738	Windshield wash - stock	001-421.0000.67100	43.92
		3688-250289	Core returns	001-421.0000.67100	-163.74
		3688-250160	Condenser drier, flush kit - PFPD111	001-421.0000.67100	295.66
		3688-251449	Battery - stock	001-421.0000.67100	144.13
		3688-250028	Compressor - PFPD122	001-421.0000.67100	388.01
		3688-250760	Compressor - PFPD114	001-421.0000.67100	388.01
		3688-248908	Ignition coil, hose assy - PFPD92	001-421.0000.67100	95.62
		3688-250158	Compressor - PFPD111	001-421.0000.67100	388.01
V040	ODP Business Solutions				
APMWB	Check	328801802001	Office Supplies-PD	001-421.0000.63060	356.04
O050	Oxarc Inc.				
APMWB	Check	0031882611	Fire extinguishers, gloves	001-421.0000.67020	318.10
P4384	Proforce Law Enforcement				
APMWB	Check	526588	Patrol Body Armor (4)	001-421.4000.72010	1,135.55
VEN07943	Retail Acquisition & Development, Inc				
APMWB	Check	9001282641	Patrol batteries	001-421.0000.63130	85.27
S022	Salt Lake Wholesale Sports				
APMWB	Check	91992	Training Ammunition	001-421.0000.63300	2,585.00
S285	Spalding Auto Parts				
APMWB	Check	2098453	Wheels - PFPD120	001-421.0000.67100	160.00
VEN14584	Sylint, LLC				
APMWB	Electronic Funds Transf	18735	Monthly cyber security	001-421.0000.62040	9,332.00
T104	Tint Works				
APMWB	Check	24433	Detective office tinting	001-421.0000.68010	250.00
VEN14778	Vigilant Solutions, LLC				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	52917 RI	Vigilant ALPR Camera	001-421.1112.91000	12,140.00
VEN03255	Ziply Fiber				
APMWB	Check	2087100197 10101	PD substation space lease	001-421.0000.65030	163.50
		2087733518 06200	PD phones	001-421.0000.65030	286.69
Dept 421 Total:					46,057.38
Dept: 424 Legal					
C220	Coleman Oil Co				
APMWB	Check	CP-0020476	Monthly Fuel Usage	001-424.0000.64030	129.79
VEN14758	Witherspoon Brajcich McPhee, PLLC				
APMWB	Check	5	Review prior records, employment contracts	001-424.0000.62040	142.50
Dept 424 Total:					272.29
Dept: 427 Animal Control					
A254	Allegra Print & Imaging				
APMWB	Check	204201	Animal safety citations	001-427.0000.63210	195.86
VEN14369	Better Together Animal Alliance				
APMWB	Check	PF36	Animal shelter vaccines and disinfectant	001-427.0000.63000	422.42
				001-427.0000.63151	196.02
Dept 427 Total:					814.30
Dept: 431 Streets					
A293	Allwest Testing & Engin., LLC				
APMWB	Check	232940	2023 Chip Seal Quality Control Services	001-431.0000.68110	2,916.00
A365	American On-Site Services				
APMWB	Check	526048	Monthly Portajohn cleanout - Streets	001-431.0000.68130	78.00
VEN05261	CDA PAVING				
APMWB	Check	87395	Yard Clean up - Dirty Asphalt	001-431.0000.68130	187.50
C210	City of Post Falls				
APMWB	Check	INV0146439	City Utilities August 2023	001-431.0000.65004	1,436.42
C220	Coleman Oil Co				
APMWB	Check	CP-0020476	Monthly Fuel Usage	001-431.0000.64030	7,916.58
C38421	Coral Sales Company				
APMWB	Check	INV-76387	RRFB Knockdown replacement Spokane/Pr	001-431.0000.63260	3,053.25
VEN05260	ENVIROTECH SERVICES				
APMWB	Check	CD202321125	Ice Slicer	001-431.0000.68080	1,349.80
		CD202321028		001-431.0000.68080	1,348.10
		CD202321409		001-431.0000.68080	858.50
		CD202321029		001-431.0000.68080	1,317.50
		CD202321022		001-431.0000.68080	1,307.30
		CD202321024		001-431.0000.68080	1,159.40
		CD202321030		001-431.0000.68080	1,213.80
		CD202321021		001-431.0000.68080	1,242.70
		CD202321023		001-431.0000.68080	1,276.70
		CD202321020		001-431.0000.68080	1,285.20
		CD202321027		001-431.0000.68080	1,297.10
		CD202321018		001-431.0000.68080	1,322.60
		CD202321127		001-431.0000.68080	1,366.80
		CD202321120		001-431.0000.68080	2,118.20
		CD202321126		001-431.0000.68080	2,145.40
		CD202321025		001-431.0000.68080	1,419.50
		CD202321016		001-431.0000.68080	1,428.00
		CD202321118		001-431.0000.68080	1,431.40
		CD202321017		001-431.0000.68080	1,414.40
		CD202321119		001-431.0000.68080	1,441.60
		CD202321032		001-431.0000.68080	1,395.70
		CD202321116		001-431.0000.68080	2,153.90
		CD202321124		001-431.0000.68080	1,392.30
		CD202321117		001-431.0000.68080	1,535.10
		CD202321031		001-431.0000.68080	1,836.00
		CD202321019		001-431.0000.68080	1,873.40

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
APMWB	Check	CD202321026	Ice Slicer	001-431.0000.68080	2,028.10
		CD202321123		001-431.0000.68080	2,053.60
		CD202321122		001-431.0000.68080	1,422.90
		CD202321121		001-431.0000.68080	1,477.30
		CD202321410		001-431.0000.68080	1,370.20
		CD202321015		001-431.0000.68080	1,312.40
I070	Idaho Asphalt Supply, Inc.				
APMWB	Check	4-538912A	2023 Durapatcher Oil CSS-1	001-431.0000.68110	294.00
		4-539645A	2023 Durapatcher Oil CSS-1	001-431.0000.68110	614.25
		4-549757		001-431.0000.68110	472.50
		4-542826A	2023 Durapatcher Oil - CSS-1	001-431.0000.68110	278.25
		4-542951A	2023 Durapatcher Oil CSS-1	001-431.0000.68110	341.25
		4-542630A	2023 Durapatcher Oil - CSS-1	001-431.0000.68110	362.25
		4-541223A	2023 Durapatcher Oil CSS-1	001-431.0000.68110	404.25
I340	Interstate Concrete & Asphalt				
APMWB	Check	893471	Asphalt for Repave of Grants Court.2	001-431.0000.68130	21,807.60
		893005	Asphalt for Repave of Grants Court	001-431.0000.68130	17,014.96
P325	Poe Asphalt Paving, Inc.				
APMWB	Check	8671	Asphalt for Grants Ct & Patchwork	001-431.0000.68130	3,435.60
P4835	ProPrint				
APMWB	Check	63962	Streets Door Hangers	001-431.0000.68130	335.00
VEN09866	Rebuilding and Hardfacing Inc				
APMWB	Check	69095	50 snow plow blades 6 curb gaurds	001-431.0000.63525	1,568.00
R1913	Rockhound Landscape Supply				
APMWB	Check	07.20.2023	Streets - 5 yards topsoil	001-431.0000.68010	140.00
R251	Serights Ace Hardware				
APMWB	Check	346590/1	Xylene Solvent	001-431.0000.63260	23.39
		346749/1	Propane	001-431.0000.63260	44.53
		346836/1	Adhesive	001-431.0000.63260	6.83
		346825/1	Propane	001-431.0000.68090	37.70
T118	TPI Embroidery				
APMWB	Check	10477	Uniform items - Jesse Mulkins	001-431.4000.72000	86.98
		10293	Uniform items - Matthew Powell	001-431.4000.72000	248.88
T1195	Traffic Safety Supply Co, Inc.				
APMWB	Check	INV062722	Spokane Breakaway - Surface Mount	001-431.0000.63260	1,206.15
VEN14310	US Fleet Tracking LLC				
APMWB	Check	451306	Monthly Fleet Tracking	001-431.0000.66016	539.10
Dept 431 Total:					112,444.12
Dept: 433 Facility Maintenance					
C220	Coleman Oil Co				
APMWB	Check	CP-0020476	Monthly Fuel Usage	001-433.0000.64030	317.58
Dept 433 Total:					317.58
Dept: 434 Fleet Maintenance					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	92887	Hydraulic hoses - S344	001-434.0000.63011	393.71
		92763	Hydraulic Adapter - S234	001-434.0000.63011	4.04
VEN14736	Cintas Corporation No. 3				
APMWB	Check	09/05/2023	Laundry & Rug Service	001-434.0000.63160	65.32
		4157652191	Laundry & rugs service	001-434.0000.63160	80.43
		4165869575	Laundry & Rug Service	001-434.0000.63160	65.32
C130	Coeur d'Alene Tractor				
APMWB	Check	CDA-40547	P308 transmission/damage repair	001-434.0000.67170	13,023.17
C220	Coleman Oil Co				
APMWB	Check	CP-0020476	Monthly Fuel Usage	001-434.0000.64030	292.88
VEN03826	FMI Equipment				
APMWB	Check	SPK-1007130	Throttle Control - P471	001-434.0000.63012	42.80
		SPK-1007027	Track Kit - P472	001-434.0000.63012	173.09
N001	Napa Auto Parts				
APMWB	Check	251870	LED adpaters - S121	001-434.0000.63011	143.06

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	3688-252636	Filters - Stock	001-434.0000.63011	21.28
		3688-253419	Battery Core Deposit - S347	001-434.0000.63011	-18.00
		3688-251878	Brakes - S121	001-434.0000.63011	767.16
		3688-253418	Bsttery - S347	001-434.0000.63011	136.14
		3688-252635	Wiper Blades - Stock Order	001-434.0000.63011	284.00
		3688-253636	Spark Plug - Stock	001-434.0000.63011	12.72
		3688-253672	Spark Plug - M403	001-434.0000.63011	11.84
		3688-253513	Spark plugs - Parks Snow Blowers	001-434.0000.63012	12.32
		3688-252636	Filters - Stock	001-434.0000.63012	21.27
		3688-252635	Wiper Blades - Stock Order	001-434.0000.63012	283.99
		3688-253557	Spark plugs - Parks Snow Blowers	001-434.0000.63012	2.74
		3688-252636	Filters - Stock	001-434.0000.63013	21.27
		3688-252635	Wiper Blades - Stock Order	001-434.0000.63013	283.99
		3688-253363	Milwaukie 3/8 Hi-Speed Ratchet Set	001-434.0000.67090	249.85
		3688-253364	Milwaukie 1/4 Hi-Speed Ratchet Set	001-434.0000.67090	249.85
VEN14592	Northwest Lift & Equipment LLC				
APMWB	Check	3072	New Equipment Lifts for the Fleet Departmer	001-434.0000.90010	42,036.31
VEN08121	PacWest Machinery LLC				
APMWB	Check	30416531	Ball Stud/Gas Spring - S344	001-434.0000.63011	16.68
P180	Perfection Tire				
APMWB	Check	1061763	Tire Repair - Parks	001-434.0000.67210	60.00
R251	Serights Ace Hardware				
APMWB	Check	346607/1	Sponge rubber tape	001-434.0000.63011	17.62
		346802/1	Fiberglass Ladder - 6 Step	001-434.0000.67020	125.99
T106	Titan Truck Equipment				
APMWB	Check	1354378	Stake Pocket - F101	001-434.0000.63011	79.72
		1354284	Repair work - UF200	001-434.0000.67170	1,360.04
Dept 434 Total:					60,320.60
Dept: 435 GIS					
K112	Kootenai County Treasurer				
APMWB	Check	2023-00000002	Aerial Cost Share	001-435.0000.66021	5,107.00
Dept 435 Total:					5,107.00
Dept: 441 Urban Forestry					
C220	Coleman Oil Co				
APMWB	Check	CP-0020476	Monthly Fuel Usage	001-441.0000.64030	312.06
Dept 441 Total:					312.06
Dept: 442 Cemetery					
VEN14799	Arvig Media				
APMWB	Check	003092536	ad	001-442.0000.62040	111.52
C210	City of Post Falls				
APMWB	Check	INV0146439	City Utilities August 2023	001-442.0000.65004	7,607.18
C220	Coleman Oil Co				
APMWB	Check	CP-0020476	Monthly Fuel Usage	001-442.0000.64030	561.00
VEN07745	Memorial Monuments & Vaults Inc				
APMWB	Check	INV0146518	August Headstones	001-442.0000.63760	8,104.00
N210	Northland Nursery				
APMWB	Check	220000041384	dirt	001-442.0000.68170	504.00
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	133909691-001	irrigation flags	001-442.0000.68230	30.00
Dept 442 Total:					16,917.70
Dept: 443 Parks					
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003022158	Acetylene for Welding	001-443.0000.64030	9.08
VEN14428	Asphalt Pros USA				
APMWB	Check	1971	Crack Fill, Seal & Stripe Beck Park	001-443.0000.68111	8,300.12
A017	A-Tec, Inc.				
APMWB	Check	6080	Program Locks	001-443.0000.62180	145.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
C210	City of Post Falls				
APMWB	Check	INV0146439	City Utilities August 2023	001-443.0000.65004	23,122.65
				001-443.0000.68230	1,088.39
C220	Coleman Oil Co				
APMWB	Check	CP-0020476	Monthly Fuel Usage	001-443.0000.64030	5,526.32
C410	Country Lock & Key, Inc.				
APMWB	Electronic Funds Transf	12049	Lock install and re-key for park restroom	001-443.0000.62180	206.40
		12066	Keys for Parks	001-443.0000.67030	9.95
		12028	Padlocks & keys	001-443.0000.67030	269.35
F020	Fastenal Company				
APMWB	Check	IDCOE185859	Hardware for stock	001-443.0000.63110	16.87
		IDCOE186428	Ointment for 1st Aid Kit	001-443.0000.63110	8.58
		IDCOE1855582	Spokane St. Hex Lags	001-443.0000.67030	112.05
		IDCOE185877	Hex Lags for Spokane Street	001-443.0000.67030	283.42
		IDCOE186169	Hardware for Stock	001-443.0000.67030	128.03
VEN14848	Fonroche Lighting America Inc				
APMWB	Check	G69501D	Sportsman's Pickleball Court Lighting	001-443.0000.90010	14,134.00
VEN14853	Get R Done Painting				
APMWB	Check	35	Painting of Tullamore Doors & Shelter	001-443.0000.68160	3,500.00
		36	Paint the North Pavilion at Tullamore	001-443.0000.68160	2,800.00
VEN02005	Matheus Lumber Company				
APMWB	Check	67694007	Lumber for Tennis Ct. Portable Restroom Co	001-443.0000.68160	3,322.37
R060	Ragan Equipment Co.				
APMWB	Check	01-133532	Honda Snow Blower	001-443.0000.66190	3,699.00
R1691	River City Paint & Decorating				
APMWB	Check	54286	Field Marking Paint	001-443.0000.68240	1,139.40
R251	Serights Ace Hardware				
APMWB	Check	346608/1	Small equipment engine oil	001-443.0000.66190	15.60
		346609/1	Hardware & Electrical Tape for North Parks	001-443.0000.67030	16.17
		346873/1	Batteries for Trailhead	001-443.0000.67030	5.39
		343430/1	Hardware for Parks	001-443.0000.67030	0.80
		346670/1	Hardware for Spokane Street	001-443.0000.67030	173.12
		346667/1	Hardware for South Parks	001-443.0000.67030	5.42
		346854/1	Bits for Door Hanging	001-443.0000.67090	17.98
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	134016136-001	Couplings for North Parks	001-443.0000.68230	317.09
C606	Sun Rental Post Falls				
APMWB	Check	469016-01	Kubota Rental for Dry-Land Mowing	001-443.0000.67070	2,887.50
VEN05934	Sunbelt Rentals				
APMWB	Check	137332199-0001	Floor Buffer Rental	001-443.0000.67070	53.46
VEN13040	Turf Star Western				
APMWB	Check	7298703-00	Parts for Mower	001-443.0000.66190	357.20
VEN14730	Walker's Repair, LLC				
APMWB	Check	2638	Small Equipment Repair	001-443.0000.66190	165.72
Z026	Ziegler Lumber Co #017				
APMWB	Check	537670	Impact Drill Bit	001-443.0000.67090	34.97
Dept 443 Total:					71,871.40
Dept: 445 Recreation					
A0071	ASCAP				
APMWB	Check	08/20/23	License Fee	001-445.0000.62060	18.75
VEN11844	Bright White Paper Co.				
APMWB	Check	15825	Office Supplies-Big Color Printer	001-445.0000.63060	657.53
VEN01020	Cindy Jacobs				
APMWB	Check	08/31/23	August Contractual	001-445.0000.62040	27.30
C220	Coleman Oil Co				
APMWB	Check	CP-0020476	Monthly Fuel Usage	001-445.0000.64030	318.46
N2332	Collins, Tom				
APMWB	Check	08/31/23	Contractual Payment- August	001-445.0000.62040	311.50
VEN08139	Learning Resources Network, Inc				
APMWB	Check	22058	Membership	001-445.0000.62060	445.00

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
V040	ODP Business Solutions				
APMWB	Check	329036189001	Office Supplies- Recreation	001-445.0000.63060	59.34
S050	Saturday Night Inc.				
APMWB	Check	104801	Youth Football Shorts	001-445.0000.63430	1,244.72
VEN02035	Staples, Inc				
APMWB	Check	3546014808	Office Supplies-Recreation	001-445.0000.63060	40.81
Dept 445 Total:					3,123.41
Dept: 451 Planning & Zoning					
C291	Coeur d' Alene Press				
APMWB	Check	0000013312-08242	Bogie ANN-23-2	001-451.0000.62000	209.74
		0000013313-08242	Mullan Villas SUP-23-2	001-451.0000.62000	137.36
		0000013315-08242	Food Bank SUP SUP-23-3	001-451.0000.62000	138.90
		00000-13318-08242	Text Amend TA-23-1	001-451.0000.62000	64.98
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR295982	Monthly Contract Charges for G736M660937001-451.1901.66140		16.82
		AR295981	Monthly Contract Charges for V9735700465 001-451.1901.66140		20.46
Dept 451 Total:					588.26
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	90256	Utility Billing	001-452.0000.62040	50.00
C220	Coleman Oil Co				
APMWB	Check	CP-0020476	Monthly Fuel Usage	001-452.0000.64030	773.22
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR295982	Monthly Contract Charges for G736M660937001-452.1901.66140		16.82
Dept 452 Total:					840.04
Dept: 453 Engineering					
C220	Coleman Oil Co				
APMWB	Check	CP-0020476	Monthly Fuel Usage	001-453.0000.64030	843.24
H001	H & H Business Systems, Inc.				
APMWB	Electronic Funds Transf	AR295982	Monthly Contract Charges for G736M660937001-453.1901.66140		16.84
		AR295981	Monthly Contract Charges for V9735700465 001-453.1901.66140		10.22
K130	Kootenai County Reprographics				
APMWB	Check	Inv #2023-00000101	Inv #2023-00000101	001-453.0000.63530	35.32
Dept 453 Total:					905.62
Dept: 454 Community Development Admin					
C291	Coeur d' Alene Press				
APMWB	Check	INV #13185-082220	INV #13185-08222023 - RFQ Impact Fee Cc001-454.0000.62040		48.04
Dept 454 Total:					48.04
Dept: 481 Capital Improvements/Contracts					
C210	City of Post Falls				
APMWB	Check	INV0146439	City Utilities August 2023	001-481.0000.68390	1,256.07
VEN05417	Lake View Services				
APMWB	Check	1620	Projector installation - Substation	001-481.0000.68395	470.00
Dept 481 Total:					1,726.07
Fund 001 Total:					342,667.93
Fund: 007 - DRUG SEIZURE PROGRAM					
Dept: 425 Drug Seizure Program					
D070	Dell Marketing LP				
APMWB	Check	10694952632	PD ICAC computer	007-425.0000.67020	2,350.58
P4384	Proforce Law Enforcement				
APMWB	Check	526188	ProForce SRT Body Armor	007-425.0000.67020	6,381.80
T0030	T-Mobile USA				
APMWB	Check	986172479 082223	PD Mobile devices	007-425.0000.67020	258.12

Dept 425 Total: 8,990.50

Fund 007 Total: 8,990.50

Packet: APPKT11390 - Check Run 9.20.23
Vendor Set: 01 - Vendor Set 01

Check Date: 9/12/2023

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Bank Code	Payment Type				
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
VEN14815	Big Sky Communications Inc				
APMWB	Check	85807	Dispatch Headset replacements	008-426.0000.80010	4,550.00
Dept 426 Total:					4,550.00
Fund 008 Total:					4,550.00
Fund: 034 - KOOTENAI FIRE/EMS IMPACT FEES					
Dept: 428 Kootenai Fire/EMS Impact Fees					
VEN14739	Kootenai County Emergency Medical Services System				
APMWB	Electronic Funds Transf	09012023	August 2023 Impact Fees	034-428.0000.33117	-230.00
				034-428.0000.62040	3,324.72
VEN06795	Kootenai County Fire & Rescue				
APMWB	Electronic Funds Transf	09012023	August 2023 Impact Fees	034-428.0000.33117	-460.00
				034-428.0000.62040	30,084.60
Dept 428 Total:					32,719.32
Fund 034 Total:					32,719.32
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	132746	3rd Qtr Comp Biosolids	650-463.0000.68360	660.00
		133305	Monthly Comps	650-463.0000.68360	650.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	93063	PAC ECHO 3/8-9/16#510 500' ONE PIECE	650-463.0000.63400	1,012.50
		93199	BUSHING, BI RED 2-1/2X2	650-463.0000.68025	11.95
A228	A-L Compressed Gases, Inc.				
APMWB	Check	0003022235	High Pressure Cylinder Rental	650-463.0000.68025	9.08
VEN03129	Barr Tech LLC				
APMWB	Check	9111	Bio Solids Disposal August 2023	650-463.0000.62150	38,855.68
C210	City of Post Falls				
APMWB	Check	INV0146439	City Utilities August 2023	650-463.0000.65080	133.58
C220	Coleman Oil Co				
APMWB	Check	CP-0020476	Monthly Fuel Usage	650-463.0000.65005	781.69
C3090	Columbia Electric Supply				
APMWB	Check	1120-1014853	WALLPACK 50W 120-277V 5K LED	650-463.0000.68025	326.00
		1120-1014735	S Wire 6-14 Chair Lug	650-463.0000.68025	4.55
C360	Consolidated Supply Co.				
APMWB	Check	S011531766.001	4" S40 PVC SXS, 1" S40 Nipple	650-463.0000.68010	44.76
F030	FedEx				
APMWB	Check	9-657-45467	Late Fee for Invoice 8-197-71097	650-463.0000.68360	14.43
G098	Grainger				
APMWB	Check	9826189822	PLEATED AIR FILTER,20X30X2, AIR FILT	650-463.0000.68010	193.44
		9818093321	GP MOTOR,1 HP,1,760 RPM,230/460V,143	650-463.0000.68025	503.07
		9815317020	FLOOR SQUEEGEE,36 IN W,STRAIGHT	650-463.0000.68025	438.09
G100	Granich Engineering				
APMWB	Check	BI-0365331	digester blower	650-463.3122.68400	7,630.80
H030	Hach Company				
APMWB	Check	13719222	AMMONIA TNT+, Test Kit	650-463.0000.63400	166.70
		13714991	Lab Test Supplies	650-463.0000.63400	1,214.55
VEN10274	Jordan Sales & Service Inc				
APMWB	Check	01-25631	K9 Oil Change Supplies	650-463.0000.67170	75.42
K0037	K & N Electric Motors Inc.				
APMWB	Check	0139437	electric motors	650-463.0000.68025	3,271.07
N001	Napa Auto Parts				

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	3688-252336	Floor Mat 15x50 & Ozyjuice	650-463.0000.68025	132.67
		3688-252213	HYD Filter	650-463.0000.68025	13.26
		3688-253411	Non-Deter 30 QT	650-463.0000.68025	301.20
		3688-252338	OzzyJuice Degreaser, Mat 15x50	650-463.0000.68025	265.34
N040	NCL of Wisconsin, Inc.				
APMWB	Check	491875	Lab Supplies	650-463.0000.63400	1,246.88
N130	North Coast Electric Company				
APMWB	Check	S012849971.001	100A 600V RK5 TD FUSE	650-463.0000.68025	67.31
VEN14559	One Call Concepts, Inc				
APMWB	Check	3085023	WRF & Water Locates	650-463.0000.62320	510.60
P180	Perfection Tire				
APMWB	Check	1062132	T114 FULL SYNTHETIC OIL CHANGE	650-463.0000.67170	95.79
P4900	Pumptech, Inc				
APMWB	Check	197645-IN	digster pump parts	650-463.0000.68025	6,440.94
VEN14282	Reiner Pump Systems, Inc.				
APMWB	Check	INV0146470	plant drain pumps	650-463.3122.68400	20,906.08
R251	Serights Ace Hardware				
APMWB	Check	346755/1	Air Filters & Shop Supplies	650-463.0000.68010	216.64
		346794/1	Shop Supplies	650-463.0000.68025	23.13
VEN06538	SGS AXYS Analytical Services Ltd				
APMWB	Electronic Funds Transf	11603317	PCB analysis	650-463.0000.68360	3,278.29
VEN11958	Ultra-Lawn, LLC				
APMWB	Check	94056	WRF 2023 Lawn Care	650-463.0000.62180	4,186.00
VEN14857	Veolia Water Technologies Treatment Solutions USA Inc				
APMWB	Check	902281436	UV ballasts	650-463.0000.68025	2,625.37
W0226	Walter E Nelson Co				
APMWB	Electronic Funds Transf	506367	Lab Supplies	650-463.0000.63400	129.20
		505902		650-463.0000.63400	540.20
Dept 463 Total:					96,976.26
Dept: 466 Wastewater - Collections					
A497	Arrow Construction Supply, Inc				
APMWB	Check	381307	Flourescent Green Marking Paint	650-466.0000.63330	123.10
C210	City of Post Falls				
APMWB	Check	INV0146439	City Utilities August 2023	650-466.0000.65080	248.56
				650-466.0000.65081	1,460.57
C220	Coleman Oil Co				
APMWB	Check	CP-0020476	Monthly Fuel Usage	650-466.0000.65005	2,871.09
VEN03517	Kenworth Sales Company				
APMWB	Check	024P14272	Coolant - T206	650-466.0000.67170	25.66
		02405W2977	Vactor service	650-466.0000.67170	3,893.97
N001	Napa Auto Parts				
APMWB	Check	3688-250895	Wiper Blades T 118	650-466.0000.67170	19.84
B100	Owen Equipment Company				
APMWB	Check	00111983	Cartridge HYD	650-466.0000.63330	201.39
		00111982	2" Discharge & Check Valve	650-466.0000.63330	1,352.38
P310	Platt Electric Supply				
APMWB	Check	4I65416	7 AMP 600V	650-466.0000.68021	172.31
		4I30709	3M 48" Black	650-466.0000.68021	163.48
R251	Serights Ace Hardware				
APMWB	Check	346349/1	Shop Supplies	650-466.0000.63006	30.20
		346636/1	Sweet Pea Spray Paint	650-466.0000.63006	14.38
		346480/1	Fine Point Marker & Screw Driver	650-466.0000.63006	13.13
Dept 466 Total:					10,590.06
Dept: 468 Wastewater - Surface Water					
C210	City of Post Falls				
APMWB	Check	INV0146439	City Utilities August 2023	650-468.0000.65080	136.45
				650-468.0000.65081	17,666.30
C220	Coleman Oil Co				
APMWB	Check	CP-0020476	Monthly Fuel Usage	650-468.0000.65005	825.73

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
F1275	Fox Trailer Sales				
APMWB	Check	402778	7K BEARING KIT	650-468.0000.68380	57.00
P180	Perfection Tire				
APMWB	Check	1062131	T119 Oil Change	650-468.0000.67170	107.89
P27001	Pineview Horticultural Service				
APMWB	Check	27665	Hydroseeding Mix & Turf	650-468.0000.68380	192.50
R1913	Rockhound Landscape Supply				
APMWB	Check	8.28.23	8 Rolls Sod	650-468.0000.68380	47.20
		8.15.2023	2 yards Top Soil	650-468.0000.68380	56.00
		8.15.23	2yds Top Soil	650-468.0000.68380	56.00
		8.25.23	500 SQ FT SOD	650-468.0000.68380	295.00
R251	Serights Ace Hardware				
APMWB	Check	346509/1	6x8 Tarp, Removal Tool	650-468.0000.68380	28.78
		346322/1	Storm Water Supplies	650-468.0000.68380	22.75
		346302/1	Purple Spray Paint	650-468.0000.68380	12.00
Dept 468 Total:					19,503.60
Fund 650 Total:					127,069.92
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					
Dept: 463 Wastewater Operating					
P050	Panhandle Area Council				
APMWB	Check	40-PFLM	Teritary PAC Invoice #40 August 23	651-463.3213.90015	1,871.00
P325	Poe Asphalt Paving, Inc.				
APMWB	Check	8688	Asphalt for Streets Parking lot repair	651-463.3213.90015	1,703.80
Dept 463 Total:					3,574.80
Fund 651 Total:					3,574.80
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
VEN14614	Strider Construction Co, Inc				
APMWB	Electronic Funds Transfr	Ponderosa Pay App	Ponderosa LS Strider Pay App #12	652-463.3214.95520	87,022.68
Dept 463 Total:					87,022.68
Fund 652 Total:					87,022.68
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
VEN07913	CANNON HILL				
APMWB	Check	347066	Wood Waste from UF	700-461.0000.65050	386.00
VEN04268	Coeur d'Alene Garbage Service				
APMWB	Check	2109715	Dumpster Emtying	700-461.0000.65050	199.11
K100	Kootenai County Solid Waste				
APMWB	Check	08-48611	Yard Waste from Mowing	700-461.0000.65050	6.50
		08-57306	Fence Removal Waste	700-461.0000.65050	8.45
		08-49685	debris	700-461.0000.65050	26.00
		08-55019	Big Can Refuse	700-461.0000.65050	18.20
		08-57223	Fence Removal Waste	700-461.0000.65050	35.75
		08-49812	debris	700-461.0000.65050	34.45
		08-41426	Grass Clippings from Mowing	700-461.0000.65050	29.90
Dept 461 Total:					744.36
Fund 700 Total:					744.36
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
A090	Accurate Testing Labs LLC				
APMWB	Check	133536	Coliform Presence/Absence	750-462.0000.68360	150.00
VEN14124	Badger Meter, Inc.				
APMWB	Check	80136720	BEACON MBL HOSTING SERV UNIT	750-462.0000.66012	47.52

Vendor Number Bank Code	Vendor Name Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
B091	BDS				
APMWB	Check	90256	Utility Billing	750-462.0000.62410	1,394.00
C1161	CDA Garbage				
APMWB	Electronic Funds Transf	2108896	Recycle Bin for Water	750-462.0000.65050	38.50
C210	City of Post Falls				
APMWB	Check	INV0146439	City Utilities August 2023	750-462.0000.65004	1,541.64
C220	Coleman Oil Co				
APMWB	Check	CP-0020476	Monthly Fuel Usage	750-462.0000.64030	1,621.04
H215	Core & Main LP				
APMWB	Check	T391928	2.5" Versa Hymax Coupling	750-462.0000.63280	753.70
VEN14305	General Pacific, Inc				
APMWB	Check	1472536	Badger 2in Compound Meter	750-462.0000.63280	2,201.00
		1473535	3/4" E-Series Meter 7-1/2"	750-462.0000.91280	6,946.00
G098	Grainger				
APMWB	Check	9828764119	Blue Locating Paint	750-462.0000.63280	341.28
I340	Interstate Concrete & Asphalt				
APMWB	Check	895069	1 1/2" ROUND GRAVEL - City Hall	750-462.0000.63280	101.08
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	6255246	Replaced Brake System on Truck W115	750-462.0000.67170	1,130.41
N001	Napa Auto Parts				
APMWB	Check	3688-253326	Full Synthetic Supreme - Back-up for shop	750-462.0000.67170	156.12
VEN14559	One Call Concepts, Inc				
APMWB	Check	3085023	WRF & Water Locates	750-462.0000.62320	510.60
P180	Perfection Tire				
APMWB	Check	1062046	W117 Tires, Mount & Balance	750-462.0000.67170	1,247.92
P310	Platt Electric Supply				
APMWB	Check	4185931	Shop Supplies	750-462.0000.63280	479.43
R251	Serights Ace Hardware				
APMWB	Check	346786/1	Screw Driver & Batteries 9V	750-462.0000.63280	23.92
A565	SiteOne Landscape Supply, LLC				
APMWB	Check	133921562-001	Ponderosa LS Backflow Assembly	750-462.0000.68010	425.88
W180	Western States Equipment				
APMWB	Check	IN00251440	2023 Caterpillar 303 Track Excavator	750-462.0000.90100	56,507.65
Dept 462 Total:					75,617.69
Fund 750 Total:					75,617.69
Report Total:					682,957.20



Fund	Account	Amount
001 - GENERAL FUND		
	001-412.0000.63030	75.56
	001-413.0000.80010	3,079.04
	001-414.0000.62080	62.00
	001-414.0000.62091	8,000.00
	001-414.1445.62170	5,768.76
	001-414.1445.62190	3,854.67
	001-415.0000.62000	131.03
	001-417.0000.62003	31.00
	001-421.0000.62040	9,832.00
	001-421.0000.63060	356.04
	001-421.0000.63130	85.27
	001-421.0000.63300	2,585.00
	001-421.0000.64020	1,097.00
	001-421.0000.64030	7,032.74
	001-421.0000.65004	1,456.53
	001-421.0000.65021	356.62
	001-421.0000.65030	3,758.15
	001-421.0000.67020	318.10
	001-421.0000.67100	2,763.16
	001-421.0000.67170	1,162.43
	001-421.0000.67190	500.00
	001-421.0000.68010	278.19
	001-421.1112.91000	12,140.00
	001-421.4000.72000	1,200.60
	001-421.4000.72010	1,135.55
	001-424.0000.62040	142.50
	001-424.0000.64030	129.79
	001-427.0000.63000	422.42
	001-427.0000.63151	196.02
	001-427.0000.63210	195.86
	001-431.0000.63260	4,334.15
	001-431.0000.63525	1,568.00
	001-431.0000.64030	7,916.58
	001-431.0000.65004	1,436.42
	001-431.0000.66016	539.10
	001-431.0000.68010	140.00
	001-431.0000.68080	47,594.90
	001-431.0000.68090	37.70
	001-431.0000.68110	5,682.75
	001-431.0000.68130	42,858.66
	001-431.4000.72000	335.86
	001-433.0000.64030	317.58
	001-434.0000.63011	1,869.97
	001-434.0000.63012	536.21
	001-434.0000.63013	305.26
	001-434.0000.63160	211.07
	001-434.0000.64030	292.88
	001-434.0000.67020	125.99
	001-434.0000.67090	499.70
	001-434.0000.67170	14,383.21
	001-434.0000.67210	60.00
	001-434.0000.90010	42,036.31
	001-435.0000.66021	5,107.00
	001-441.0000.64030	312.06
	001-442.0000.62040	111.52
	001-442.0000.63760	8,104.00

001-442.0000.64030	561.00
001-442.0000.65004	7,607.18
001-442.0000.68170	504.00
001-442.0000.68230	30.00
001-443.0000.62180	351.40
001-443.0000.63110	25.45
001-443.0000.64030	5,535.40
001-443.0000.65004	23,122.65
001-443.0000.66190	4,237.52
001-443.0000.67030	1,003.70
001-443.0000.67070	2,940.96
001-443.0000.67090	52.95
001-443.0000.68111	8,300.12
001-443.0000.68160	9,622.37
001-443.0000.68230	1,405.48
001-443.0000.68240	1,139.40
001-443.0000.90010	14,134.00
001-445.0000.62040	338.80
001-445.0000.62060	463.75
001-445.0000.63060	757.68
001-445.0000.63430	1,244.72
001-445.0000.64030	318.46
001-451.0000.62000	550.98
001-451.1901.66140	37.28
001-452.0000.62040	50.00
001-452.0000.64030	773.22
001-452.1901.66140	16.82
001-453.0000.63530	35.32
001-453.0000.64030	843.24
001-453.1901.66140	27.06
001-454.0000.62040	48.04
001-481.0000.68390	1,256.07
001-481.0000.68395	470.00
Fund 001 Total:	342,667.93
007 - DRUG SEIZURE PROGRAM	
007-425.0000.67020	8,990.50
Fund 007 Total:	8,990.50
008 - 911 SUPPORT	
008-426.0000.80010	4,550.00
Fund 008 Total:	4,550.00
034 - KOOTENAI FIRE/EMS IMPACT FEES	
034-428.0000.33117	-690.00
034-428.0000.62040	33,409.32
Fund 034 Total:	32,719.32
650 - RECLAIMED WATER OPERATING	
650-463.0000.62150	38,855.68
650-463.0000.62180	4,186.00
650-463.0000.62320	510.60
650-463.0000.63400	4,310.03
650-463.0000.65005	781.69
650-463.0000.65080	133.58
650-463.0000.67170	171.21
650-463.0000.68010	454.84
650-463.0000.68025	14,433.03
650-463.0000.68360	4,602.72
650-463.3122.68400	28,536.88
650-466.0000.63006	57.71
650-466.0000.63330	1,676.87
650-466.0000.65005	2,871.09
650-466.0000.65080	248.56
650-466.0000.65081	1,460.57
650-466.0000.67170	3,939.47
650-466.0000.68021	335.79
650-468.0000.65005	825.73
650-468.0000.65080	136.45
650-468.0000.65081	17,666.30

	650-468.0000.67170	107.89
	650-468.0000.68380	767.23
	Fund 650 Total:	127,069.92
651 - RECLAIMED WATER CAPITAL - WWTP		
	651-463.3213.90015	3,574.80
	Fund 651 Total:	3,574.80
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
	652-463.3214.95520	87,022.68
	Fund 652 Total:	87,022.68
700 - SANITATION		
	700-461.0000.65050	744.36
	Fund 700 Total:	744.36
750 - WATER OPERATING		
	750-462.0000.62320	510.60
	750-462.0000.62410	1,394.00
	750-462.0000.63280	3,900.41
	750-462.0000.64030	1,621.04
	750-462.0000.65004	1,541.64
	750-462.0000.65050	38.50
	750-462.0000.66012	47.52
	750-462.0000.67170	2,534.45
	750-462.0000.68010	425.88
	750-462.0000.68360	150.00
	750-462.0000.90100	56,507.65
	750-462.0000.91280	6,946.00
	Fund 750 Total:	75,617.69
	Report Total:	682,957.20

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK

8/29/2023	\$12.21	93608 AT&T Mobility	Pay Before Due Date
8/29/2023	\$87.57	93609 AVISTA Utilities	Pay Before Due Date
8/29/2023	\$139.98	93610 Spectrum	Pay Before Due Date
8/29/2023	\$160.99	93611 TDS	Pay Before Due Date
9/7/2023	\$24,904.61	93673 Idaho State Tax Commission	Pay Before Due Date
9/7/2023	\$648.14	93674 Post Falls Food Bank	Pay Before Due Date
	\$25,953.50		

RUN 9.20.23

750-462.0000.65030

Various

001-412.0000.65040

001-443.0000.65030

001-22095, 700-22095

001-22110

Millsap Landing Annexation File No. ANNX-22-16

City Council

Reasoned Decision

A. INTRODUCTION:

APPLICANT: Ray Kimball, Whipple Engineering

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

REQUEST: Zoning recommendation of Single-Family Residential (R1) on approximately 4.88 acres, As depicted in A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-6 Auth Letter
5. A-7 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. PA-1 PFHD Comments
10. PA-2 YPL Comments
11. PA-3 KCFR Comments
12. PA-4 DEQ Comments
13. S-4 PZ Staff Report
14. S-5 Development Agreement
15. S-6 Minutes 4-11-2023
16. S-7 Zoning Recommendation
17. PA-6 PFHD Comments
18. PA-7 DEQ Comments
19. PC-1 Ellsworth Comments
20. PC-2 Parker Comments
21. PC-3 Mills Comments
22. City Council Memo
23. Testimony at the June 15, 2023, City Council public hearing including:

Jon Manley, Planning Manager

Mr. Manley presented the staff report. He testified that the applicant was seeking approval of an annexation request with the zoning designation of Single-Family Residential (R1) on approximately 4.88 acres. He noted that the subject property is located south of E. Bogie Dr. and between N. Greensferry Rd. and N. Cecil Rd.

Mr. Manley testified that the current land use is a large lot single family residential use, and the only natural characteristics or features is that it is on the Rathdrum Prairie Aquifer. He testified that water

will be provided by Ross Point Water District and the city of Post Falls will supply the wastewater service.

Mr. Manley said that the Future Land Use Map designates the area as Low-density residential. He submitted that the designation encompasses all types of single-family residential uses, up to eight dwelling units per acre.

Mr. Manley testified about the surrounding uses, explaining that to the north and east of the property are Kootenai County single family residential lots and to the south and west and there are other R1 Subdivisions in the city.

Mr. Manley testified that the property is next to Bogie Drive, which is classified as a minor collector roadway and that rights-of-way and easements conforming to the City's standards will be required along with a 10-foot sidewalk, drainage and utility easement. He noted that the local roadway connection will allow local circulation through the Knapp Subdivision to the south to Poleline Ave.

Mr. Manley testified that this lower density residential development is set further away from the higher intensity urban activities that are located along Seltice, Mullan and Highway 41.

Rob Palus, Assistant City Engineer

Mr. Palus explained that the eastern property line does not provide sufficient room to develop two-way traffic that would provide north-south connectivity. He testified that until the parcel to the east develops the road will be blocked off for vehicular traffic but will be open for pedestrians and bicyclists.

Ray Kimball, Whipple Consulting Engineers, Applicant

Mr. Kimball testified that future land use shows low-density residential and explained the proposed zoning upon annexation is R1, matching the surrounding properties. He reiterated that all the annexation criteria are met as Mr. Manley addressed. He stated that this request complies with the transportation master plan and the goals and policies of the Comprehensive Plan as described in the narrative. He stated the proposed zoning matches all the low density in the area and is approximately ½ a mile from higher intensity Highway 41 corridor.

Kathy Mills

Ms. Mills testified that the 5 surrounding neighborhoods between Poleline Avenue and Bogie Drive, Greensferry Road, and Cecil Road do not have any access to a park for their children. She stated that she had counted 35 children living in the neighborhood and testified that the closest parks are Tullamore Park at 0.6 miles away and Syringa Park at 1.3 miles away. However, both parks require crossing busy roads at Cecil Road and Greensferry Road. She requested that the Millsap property be considered to build a park and common area for the neighborhood. She testified that as building projects continue to grow, the traffic is increasing but safe places for children and recreational activities are decreasing. She stated the city's current level of service and standard is 16 acres of parkland per 1,000 people.

Rebuttal

Ray Kimball, Whipple Consulting Engineers, Applicant

Mr. Kimball testified that this annexation would connect Bogie Dr to the south through Knapp Addition to the high school and elementary school playfields and is centrally located to a lot of parks. He stated that he believes access to parks in this area is taken care of. He testified that this annexation is within the parameters of the city's park acquisition and comprehensive plans that supports its designation as R1 zone.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

C1. Amendments to the zoning map should be in accordance with the Future Land Use Map.

The applicant has requested Single-family Residential (R1) zoning on approximately 4.88 acres. The Future Land Use Map designates this area as Low Density Residential within the 41 North focus area.

The Council finds that evidence and testimony demonstrate that the R1 zoning is an implementing zone for the Low-Density Residential designation therefore the request is consistent with the Future Land Use Map.

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

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

Goals:

Goal 5: Keep Post Falls' neighborhoods safe, vital, and attractive.

This proposal keeps with the character and unhurried pace of Post Falls neighborhoods and helps ensure those neighborhoods are kept safe, active, and aesthetically pleasing. This proposal will provide an attractive, pedestrian-friendly development with diverse housing types.

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

The City Council finds that this project will improve existing street networks by connecting Bogie Drive to Greensferry Road and Cecil Road as well as providing potential connectivity through Knapp Addition to Poleline Avenue as testified to by Jon Manley. While there will be no north-south connectivity to Hahn Street for two-way vehicular traffic until the property to the east is developed, it will be open for pedestrians and bicyclists. These connections will improve the efficiency and function of the city for both vehicles and pedestrians.

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

The Council finds that the additional R1 zoning supports the Post Falls community needs and its long-term sustainability by growing the local economy and providing housing amid a housing shortage.

Policies:

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

The Council finds that this site is currently undeveloped and under-utilized.

Policy 9: Encourage annexation of County "islands" within the City, with priority given to areas:

- *Surrounded by incorporated areas;*

The subject property is adjacent to incorporated areas on both the west and

south sides.

- *That have readily available service infrastructure and capacity;*

Ross Point Water is currently located along the property's frontage of Bogie Drive. Sanitary sewer is stubbed to the property's western boundary. Bogie Drive is paved west of the site and a short section (330') of unmaintained gravel roadway remains in the last section of county jurisdiction, east of the site.

- *That support increased development intensity near the urban core.*

The site is located near the urban core and is approximately $\frac{3}{4}$ of a mile from Highway 41 and $1\frac{1}{4}$ mile from Mullan Ave.

C3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Streets/Traffic:

Based on the staff report, the Council finds that Minor Collectors (Bogie Drive) are designed to accommodate traffic volumes of 1,500 - 5,000 vehicles per day.

Future traffic patterns to/from this site will be benefitted from the proximity to numerous Collector and Arterial Roadways that would distribute traffic from the subject site to SH41, Greensferry Road, and Cecil Road.

Compatibility with Existing Development and Future Uses:

The Council finds that the proposed residential use is compatible with other existing residential uses in the area.

Future Land Use Designation:

The Council finds that the Future Land Use Map depicts the land use designation for this area as Low Density Residential and R1 is an implementing zoning district.

Geographic/Natural Features:

The Council finds that the site is located over the Rathdrum Prairie Aquifer and contains no other geographic or other natural features that would adversely affect development of the site.

C4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

The Council finds this criterion inapplicable to this request.

C5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

The Council finds the request is located outside an intense urban activity area. The site is located near the urban core and is approximately $\frac{3}{4}$ of a mile from Highway 41 and $1\frac{1}{4}$ mile from Mullan Ave.

- C6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.**

The Council finds this criterion inapplicable to the request.

D. CONCLUSIONS AND RECOMMENDATIONS OF THE COUNCIL:

ANNX-22-16, INITIAL ZONING: Based on the record developed during the public hearing process and the recommendation of the Planning and Zoning Commission, the City Council hereby approves the requested Single Family Residential (R1) zoning on the subject property's approximately 4.88 acres upon its successful annexation.

Date

Mayor

Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Nagra Annexation Reasoned Decision File No. ANNX-22-11

ITEM AND RECOMMENDED ACTION:

Review and Approve the Reasoned Decision for the Nagra Annexation File No. ANNX-22-11

DISCUSSION:

City Council approved the annexation of approximately 2.64 acres into the City of Post Falls with the zoning designation of Community Commercial Services (CCS).

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

July 5, 2023

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Draft 2023.09.05 Nagra Annexation CC ZR

**Nagra Annexation
File No. ANNX-22-11
City Council
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Johnson Surveying

LOCATION: Located northwest corner of Prairie Ave and McGuire Rd.

REQUEST: Zoning recommendation of Community Commercial Services (CCS) on approximately 2.64 acres, As depicted in A-2.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal and Exhibit Map
4. A-4 Maps
5. A-6 Title Report
6. S-1 Vicinity Map
7. S-2 Zoning Map
8. S-3 Future Land Use Map
9. S-4 Draft Annexation Development Agreement
10. S-5 P&Z Staff Report
11. S-6 Signed Nagra Annexation Agreement
12. S-7 P&Z Meeting Minutes 12-13-22
13. S-8 P&Z Approved Reasoned Decision 1-10-23
14. PA-1 KCFR Comments
15. PA-2 PFPD Comments
16. PA-3 YPL Comments
17. PA-4 PFHD Comments
18. PA-5 PFSD Comments
19. PZ Staff Report
20. Testimony at the July 5, 2023, City Council hearing including:

Jon Manley, Planning Manager

Mr. Manley presented the staff report. He testified that the applicant is seeking annexation of 2.64-acres with initial zoning of Community Commercial Services (CCS). He noted that the property, which is located at the northwest corner of North McGuire Road and West Prairie Avenue, is currently undeveloped. He testified that the properties water provider is East Greenacres Irrigation District and sewer would be proved by the City upon development. He indicated that the property is located over the Rathdrum Prairie Aquifer.

Mr. Manley testified that the property to the west is zoned Residential Mixed. Further west there is Community Commercial Mixed and Industrial zoning. The property to the north is the site of a future high school, which is zoned Public Reserve. The areas to the south and east of the property are unannexed larger properties.

Mr. Manley testified that the property is designated as Transitional with a Commercial Node in the adopted Future Land Use Map contained in the Comprehensive Plan. As such, the requested commercial zoning is consistent with the Future Land Use Map. He also noted that the property is also within the West Prairie Focus Area in the Comprehensive Plan, which notes that commercial uses may be warranted adjacent to collector or arterial streets where traffic volumes exceed 4,000 trips a day. He noted that Prairie Avenue is designated as a Principal Arterial street and McGuire Road is designated a Major Collector. He also noted that there will be a significant infrastructure project in the future at Pleasant View and ID-53 that will increase traffic along Prairie Avenue.

Bill Melvin, City Engineer

Mr. Melvin testified that sewer from this property will ultimately be routed through a lift station to be constructed near Pleasant View and Prairie Avenue. That lift station is not constructed at this time. Sewer for the school site to the north would likely go west through the neighboring property rather than along Prairie Avenue through this property. This site will also need to improve pedestrian improvements along the roads and dedicate easements and rights of ways to improve the roads that front on the property.

C. EVALUATION OF APPROVAL CRITERIA FOR INITIAL ZONING:

C1. Amendments to the zoning map should be in accordance with the Future Land Use Map.

The applicant has requested initial zoning of Community Commercial Services (CCS) on approximately 2.64 acres upon the annexation into the city of Post Falls. The Future Land Use Map designates this area as a Commercial Node within the Transitional designation and inside the West Prairie focus area.

The Council finds that the area is inside a commercial node and the applicable focus area affirms that off corridor commercial uses are envisioned along roads with higher road classifications. Specifically, the focus area provides that due to Prairie Avenue's arterial classification, that commercial uses should be considered.

There was no testimony or other evidence to the contrary. As such, the City Council finds that the requested zoning is consistent with the Future Land Use Map..

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

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

Goals:

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

The Council finds that the CCS zone supports uses that include retail sales or performance of consumer services and permits a variety of retail, professional, or service businesses, including some manufacturing, technical, or other professional uses. This zone is applied in areas primarily located near arterials and collector streets, which will help to grow a balanced economy in this area.

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

The Council finds that adding additional commercial property in a location called for by the

Comprehensive Plan allows for the city to have the quantities of commercial uses needed for the community to remain sustainable.

Policies:

Policy 3: *Encourage development patterns that provide suitably scaled, daily needs services within walking distance of residential areas, allowing a measure of independence for those who cannot or choose not to drive.*

The Council finds that providing a commercial node near planned residential growth and a future high school will help to ensure that daily needs of the residents are within walking distance.

C3. Zoning is assigned following consideration of such items as street classification, traffic patterns, existing development, future land uses, community plans, and geographic or natural features.

Streets/Traffic:

The Council finds that the proposal is located at the northwest corner of Prairie Ave. (Principal Arterial) and McGuire Rd. (Major Collector). The requested zoning is in conformance with the anticipated land uses and trip generations within the City's Transportation Master Plan. Annexation at the requested zoning is not anticipated to have any negative impacts to the City's transportation network that are not previously identified as being mitigated thru collection of Transportation Impact Fees. No roadway intersections will be allowed along the property's frontage with Prairie Avenue. Access approaches will be limited in accordance with the KMPO Critical Arterial Corridor Policy along Prairie Ave, and any access points will be restricted (no left turns to / from Prairie Avenue).

Development of the urban roadway frontage improvements along this property will be needed to help facilitate anticipated uses of the Post Falls School Districts property immediately to the north.

Water and Sanitary Sewer:

The Council finds:

Water: Water service is provided by East Green Acres Irrigation District.

Sanitary Sewer: Sanitary will be provided by the city of Post Falls. Sanitary sewer is not currently available to the site. Extension of sewer service to the site will be dependent upon the construction of a future lift station near the Prairie Avenue/Pleasant View Road intersection, including downstream facilities to Seltice Way, and construction of sewer infrastructure from the lift station to the property in question.

Compatibility with Existing Development and Future Uses:

The Council finds that to the west is a 5-acre undeveloped lot in the City of Post Falls. To the north is a vacant 65-acre piece of land for a future school site. To the south and east predominantly 5-acres residential county properties. The Council finds that proposed zoning is compatible with existing development and future uses in the area.

Future Land Use Designation:

The Council finds that the Future Land Use Map depicts the land use designation for this area as Transitional within a commercial node. Following guidance from the applicable focus area, the Council finds that the proposal is in accordance with the Future Land Use Designation.

Geographic/Natural Features:

The site is located over the Rathdrum Prairie Aquifer and contains no other geographic or other natural features that would adversely affect development of the site.

C4. Commercial and high-density residential zoning is typically assigned along streets with a higher road classification.

The Council finds that the proposed zone change is located along higher classified roadways. This proposal is located at the northwest corner of McGuire Rd. (Major Collector) and Prairie Ave. (Principal Arterial). Principal Arterials are intended to serve as primary routes for travel between major urban centers and function in a similar manner to Minor Arterials, but generally carry higher traffic volumes from 12,000 to a maximum of 32,000 vehicles per day. Only three roadways are identified as Principal Arterials within Post Falls: Seltice Way, Prairie Avenue and ID-41. Therefore, the Council finds that proposed commercial zoning will be assigned along streets with higher road classifications.

C5. Limited or neighborhood commercial and lower density residential zoning is typically assigned for properties as they proceed farther away from the higher intensity urban activity.

The Council finds the request is in an area that will be considered as a more intense urban activity node as delineated by the commercial node and street classifications.

C6. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning.

The Council finds this criterion inapplicable to the request.

D. DECISION OF THE CITY COUNCIL:

ANNX-22-11, INITIAL ZONING: Based on the record developed during the public hearing process, including the recommendation of the Planning and Zoning Commission, the City Council finds that the requested CCS zoning meets the applicable review criteria and hereby approves the requested CCS zoning upon the successful annexation of the property.

Date

Mayor

Attest

NOTICE OF RIGHTS:

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: 9/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bill Melvin, City Engineer
SUBJECT: Hydrilla Estates Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

This Agreement reflects the construction phase of the Hydrilla Estates Subdivision. The Agreement sets forth the typical expectations of the Developer of the subdivision, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 15-lot subdivision, with the application for plat submitted by Wild Horse Investments, LLC.

Draft copy attached. Original to clerk prior to meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Draft Hydrilla CIA

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

CONSTRUCTION IMPROVEMENT AGREEMENT

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

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

DEVELOPER

Michael Stegmann, President
Wild Horse Investments, LLC
14899 W. Stub Ave.
Rathdrum, ID 83858
(314) 753-6622

CITY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

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

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

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

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

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

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

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

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

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

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

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

2.05 PLANS AND SPECIFICATIONS

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

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

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

2.08 MATERIALS

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

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

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

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

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

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

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

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

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

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

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

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

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

STATE OF IDAHO)
) ss
County of Kootenai)

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Hydrilla Estates

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

ATTACHMENT "A"

LEGAL DESCRIPTION

THAT PORTION OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 51 NORTH, RANGE 5 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF TRACT 77, GREENACRES IRRIGATION DISTRICT PLAT NO. 4, ACCORDING TO THE PLAT RECORDED IN BOOK "B" OF PLATS AT PAGE 55, RECORDS OF KOOTENAI COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LYMAN ESTATES, ACCORDING TO THE PLAT RECORDED IN BOOK "G" OF PLATS, PAGE 216; THENCE

ALONG THE SOUTH LINE OF LYMAN ESTATES, SOUTH 89°58'49" WEST A DISTANCE OF 280.96 FEET TO THE POINT OF BEGINNING; THENCE

LEAVING SAID SOUTH LINE OF LYMAN ESTATES, SOUTH 00°38'02" EAST A DISTANCE OF 646.37 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF FISHER AVENUE; THENCE

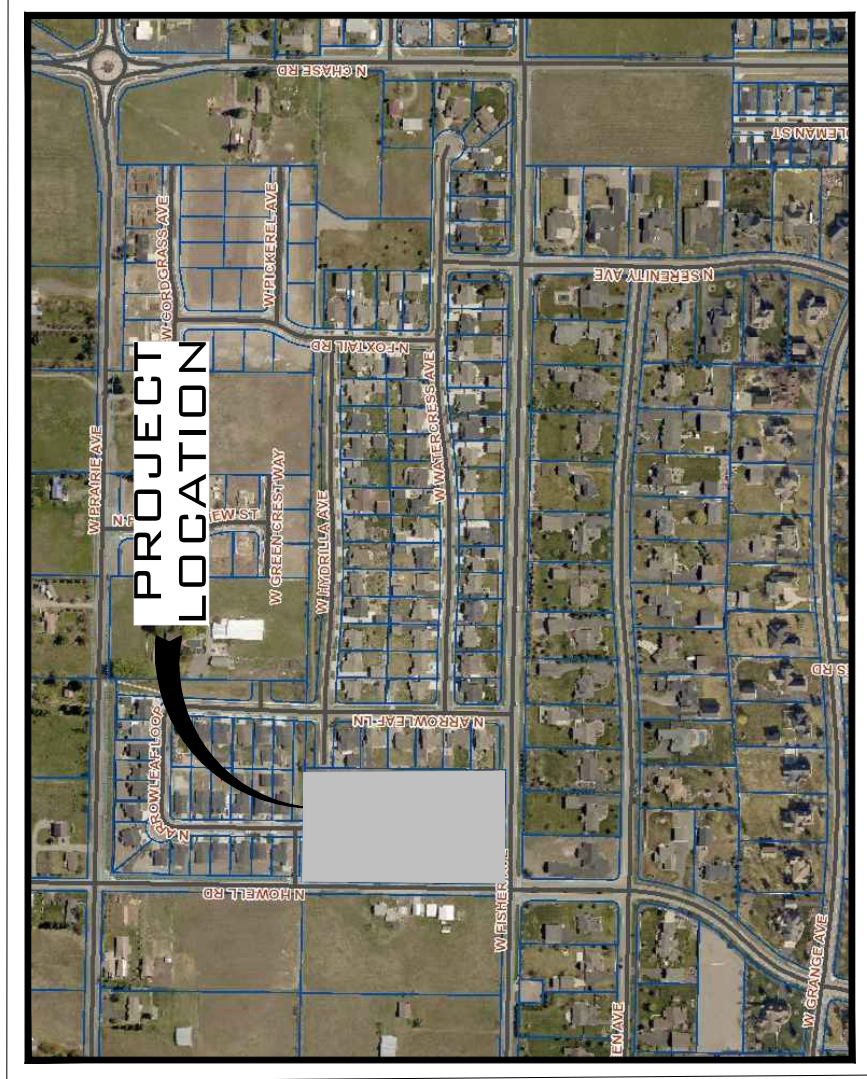
ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 89°57'26" WEST, A DISTANCE OF 362.37 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF HOWELL ROAD; THENCE

ALONG SAID EAST RIGHT OF WAY, NORTH 00°33'32" WEST A DISTANCE OF 646.51 FEET; THENCE

NORTH 89°58'49" EAST A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LYMAN ESTATES; THENCE

ALONG THE SOUTH LINE OF LYMAN ESTATES NORTH 89°58'49" EAST 351.53 FEET TO THE POINT OF BEGINNING.

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



SITE DATA TABLE	
GENERAL DESIGN DATA	
PARCEL NUMBERS	P-3850-28-077-AA
EXISTING ZONING	R-1-S
PROPOSED ZONING	R-1
PROJECT AREA	5.37 AC
LOT AREA	3.71 AC
RIGHT OF WAY AREA	1.53 AC
OPEN SPACE AREA	0.13 AC
NUMBER OF LOTS	15
MAXIMUM LOT AREA	12,344 SF
MINIMUM LOT AREA	9,387 SF
PROPERTY DENSITY	2.79 UNITS/AC
AVERAGE LOT AREA	10,204 SF
DOMESTIC WATER	EAST GREENACRES IRRIGATION DISTRICT
SANITARY SEWER DISPOSAL	CITY OF POST FALLS
FIRE DEPARTMENT	KOOTENAI COUNTY FIRE & RESCUE
DATUM	NAVD-88

NOTES:

1. ALL EXISTING STRUCTURES ARE TO BE REMOVED/DEMOLISHED.
2. ALL UNDOCUMENTED FILL TO BE REMOVED AND REPLACED/RECOMPACTED.

APPLICANT/ENGINEER	OWNER
PEOPLE CONSULTING ENGINEERS 211 S PINES ROAD SPOKANE VALLEY, WA 99206 PHONE: 509-893-2617 FAX: 509-926-0227 CONTACT: RAY KIMBALL, P.E.	WILD HORSE INVESTMENTS, LLC 14899 W. STUB AVE RATHDRUM, ID 83858

OWNER
WILD HORSE
14899 W.
RATHDRUM

APPLICANT/ENGINEER
WHIPPLE CONSULTING ENGINEERS
21 S PINES ROAD
SPOKANE VALLEY, WA 99206
PHONE: 509-893-2617
FAX: 509-926-0227
CONTACT: RAY KIMBALL, P.E.

Approved By:

City	Engineer	Date
------	----------	------

SHEET
1 OF 2

JOB NUMBER
21-2917

**HYDRILLA ESTATES
SUBDIVISION PLAN
3704 N. HOWELL
POST FALLS, ID**

WCE
WHIPPLE CONSULTING ENGINEERS
2528 NORTH SULLIVAN ROAD
SPOKANE VALLEY, WA 99216
PH: 509-893-2617 FAX: 509-926-0227

CIVIL	
STRUCTURAL	
SURVEYING	
TRAFFIC	
PLANNING	
LANDSCAPE	
OTHER	

PROJ #:	21-2917
DATE:	2/22/22
DRAWN:	SLS
REVIEWED:	RDK

SCALE:	
HORIZONTAL:	1" = 50'
VERTICAL:	N/A

[illegible]

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

The scale is marked from 0 to 100 in increments of 25. The first 25 feet are represented by a black and white checkerboard pattern, and the remaining 75 feet are represented by a solid black bar.

NAV - 88

Page 69 of 251

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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Hydrilla Estates

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

1. Public improvements to be owned operated and maintained by the City of Post Falls: **\$ 741,265.70**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 183,488.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 23,400.00**
5. Total cost of improvements: **\$ 948,153.70**
6. Warranty amount: **\$ 71,111.53**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Hydrilla Estates

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Project - Hydrilla Estates

Date: 9/1/2022

Item	Description	Quantity	Unit	Unit Price	Total Price
<u>Clearing & Grubbing</u>					
1	Mobilization	1	LS	\$ 11,000.00	\$ 11,000.00
2	Strip Topsoil & Haul Off(Base on 18" Depth)	11250	TN	\$ 12.50	\$ 140,625.00
3	Demo	1	LS	\$ 15,000.00	\$ 15,000.00
4	AC Sawcut	510	LF	\$ 5.00	\$ 2,550.00
5	Traffic Control	1	LS	\$ 8,000.00	\$ 8,000.00
<u>Excavation & Grading</u>					
1	Structural Grading-Import to subgrade	11250	CY	\$ 15.50	\$ 174,375.00
2	Road Subgrade Prep	5503	SY	\$ 2.00	\$ 11,006.00
3	Inlet Protection	8	EA	\$ 75.00	\$ 600.00
<u>Sewer</u>					
1	8" PVC Sanitary Sewer	760	LF	\$ 50.35	\$ 38,266.00
2	48" Manholes	4	EA	\$ 3,600.00	\$ 14,400.00
3	Sewer Services	15	EA	\$ 1,400.00	\$ 21,000.00
4	Sewer Connection	1	LS	\$ 3,200.00	\$ 3,200.00
<u>Stormwater</u>					
1	Drainage Curb Cut	46	EA	\$ 200.00	\$ 9,200.00
2	Drywell Type A (Single)	8	EA	\$ 3,200.00	\$ 25,600.00
<u>Water</u>					
1	8" PVC Water Main	1810	LF	\$ 48.00	\$ 86,880.00
2	10"/8" Fittings	1	LS	\$ 8,550.00	\$ 8,550.00
3	10" PVC Water Main	181	LF	\$ 58.00	\$ 10,498.00
4	1" Water Services	17	EA	\$ 1,530.00	\$ 26,010.00
5	Fire Hydrant Assemblies	2	EA	\$ 6,900.00	\$ 13,800.00
6	Blow Off	0	EA	\$ 1,755.00	\$ -
7	Water Connection	5	EA	\$ 7,550.00	\$ 37,750.00
<u>Streets, Curbs, & Gutter</u>					
1	Asphalt Roadway 2" AC Over 4" Base	3184	SY	\$ 18.80	\$ 59,859.20
2	Rolled Curb and Gutter	2034	LF	\$ 18.00	\$ 36,612.00
3	Standard Curb and Gutter	1006	LF	\$ 21.00	\$ 21,126.00
4	Asphalt Roadway 3" AC Over 4" Base	2318	SY	\$ 23.55	\$ 54,588.90
<u>Sidewalks</u>					
1	4" Concrete Sidewalk Over 2" Base	10170	SF	\$ 5.50	\$ 55,935.00
2	Pedestrian Ramps	12	EA	\$ 1,700.00	\$ 20,400.00
3	Asphalt Pathway 2" AC Over 4" Base	1002	SY	\$ 18.80	\$ 18,837.60
<u>Dry Utilities</u>					
1	Dry Utilities Trenching (Ex, Bed, and Backfill Only)	1090	LF	\$ 6.50	\$ 7,085.00

Item	Description	Quantity	Unit	Unit Price	Total Price
	<u>Signage, Striping, Mailboxes</u>				
1	Street and Stop Sign	3	EA	\$ 800.00	\$ 2,400.00
2	Striping	1	LS	\$ 2,000.00	\$ 2,000.00
3	Type II Barricades	0	EA	\$ 800.00	\$ -
4	Concrete Mailbox Pad	1	EA	\$ 800.00	\$ 800.00
5	Street Trees	17	EA	\$ 600.00	\$ 10,200.00

Total \$ 948,153.70

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Hydrilla Estates

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

ATTACHMENT "D"

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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

CONSTRUCTION DRAWINGS

Plans Titled: **Civil Construction Plans Hydrilla Estates**

Dated: **8/16/23**

By: **Ray Kimball**

Sheets 1 through 12

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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

Construction Schedule:

Begin Construction: August 2023

Complete Construction: November 2023

A more detailed schedule will be provided by the contractor once a contractor is selected.

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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

ENGINEERING SERVICES FEE SUMMARY

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

15 Lots X \$350.00 = **\$ 5250.00**

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

Wild Horse Investments, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utilities**

Street light type: **100 watt Town & Country**

6 lights X 12 months X **\$ 13.18** per month = **\$ 948.96**

Street light type: _____

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

TOTAL = \$ 948.96

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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

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

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

_____ (# of SF homes) x \$6,959.00 = \$_____

_____ (# of Commercial service units) x \$6,959.00 = \$_____

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

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$6,959.00
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APPENDIX VI
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF POST FALLS AND

Wild Horse Investments, LLC

FOR

Hydrilla Estates

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

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

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

Water Cap Fees

_____ x	3/4" – 1"	= \$3,273.00 Residential	=	\$ _____
_____ x	1"	= \$5,455.00 Commercial	=	\$ _____
_____ x	1-1/2"	= \$10,910.01	=	\$ _____
_____ x	2"	= \$17,456.01	=	\$ _____

Meter Fees

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

ACCOUNT FEES

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

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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Raymond Kimball, P.E.**

ENGINEERING FIRM: **Whipple Consulting Engineers**

ADDRESS: **21 S. Pines Rd.**

CITY: **Spokane Valley** STATE: **WA** ZIP: **99206**

PHONE NO.: **509-893-2817**

E-MAIL ADDRESS: **rkimball@whipplece.com**

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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

Wild Horse Investments, LLC

FOR

Hydrilla Estates

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)
) :SS
County of Kootenai Kootenai)

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

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

Signature

Print Name

SUBSCRIBED AND SWORN TO before me this ____ day of _____,
20_____.

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

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

Wild Horse Investments, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

 X The Developer agrees to plant the 17 exterior street trees, approved in the Landscaping Plan, along Howell Rd and Fisher Ave and will not utilize the Cash In Lieu of Planting Street Trees option.

 X The Developer agrees to cash out the obligated interior street trees approved in the Landscaping Plan, in lieu of planting the street trees for the project. Cashout shall be paid to the City of Post Falls in the amount of \$ 13,200.00, and is based upon 22 trees x \$600.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jonathon Manley, Planning Manager
SUBJECT: Fair Estates Subdivision Master Development Agreement

ITEM AND RECOMMENDED ACTION:

Review and approve the Fair Estates MDA

DISCUSSION:

Subdivision was approved by the Planning & Zoning Commission on May 30, 2023.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

No

APPROVED OR DIRECTION GIVEN:

Subdivision was approved by the Planning & Zoning Commission on May 30, 2023.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. Applicant Signed MDA_Fair Estates SUBD-23-1

**MASTER DEVELOPMENT AGREEMENT
FOR
FAIR ESTATES SUBDIVISION
(File No. SUBD-23-1)**

The City of Post Falls, hereinafter the "City", a municipal corporation of the state of Idaho, 408 Spokane Street, Post Falls, Idaho 83854, and **VS Development LLC, a Nevada Limited Liability Company; 8720 Kulka Rd., Las Vegas, NV 89161**; 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 6 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 **Fair Estates Subdivision** (hereinafter the "Project"). The Project is more specifically identified and described as the **(Subdivision Plan of Record, File # SUBD-23-1, 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 **Fair Estates 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 Fair Estates 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:

GREENACRES IRR DISTRICT PLAT 4, TAX#16296 EX RW IN TR 65, TR 65 SE OF RR RW EX TX#16296, TAX#10486 EX S 163 FT & EX RW IN TR 80; EX W2-TR 65 2851N05W

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
VS Development, LLC
8720 Kulka Rd.
Las Vegas, NV 89161

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-one (21)** 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-9, File No. SUBD-23-1, Post Falls Community Development Department records)

Exhibit 2: Reasoned Decision, Fair Estates 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

VS Development LLC

Eagle Crest, LLC, Manager Ryne Stoker, Manager of VS Development, LLC

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

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

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

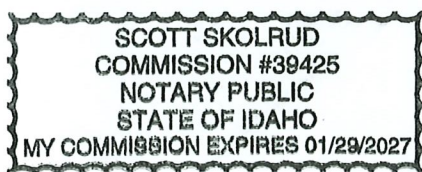
Notary Public for the state of Idaho
Residing at: _____
Commission Expires: _____

ACKNOWLEDGMENT

STATE OF Idaho)
 :SS
County of Kootenai)

On this 6th day of September, 2023, before me, a Notary for the State of Idaho, personally appeared **Ryne Stoker**, known, or identified to me to be **Manager of Eagle Crest Land, LLC**, who is the manager of **VS Development, 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 **VS Development, 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.



JS
Notary Public for the State of Idaho
Residing at: Coeur d'Alene
Commission Expires: 01-29-2027

FAIR ESTATES SUBDIVISION PLAN

TRACTS 65 & 80, GREENACRES RR DISTRICT #4
NE 1/4 OF SEC 28, T31N, R5W, B1M
Kootenai County, ID

DAVID FAIR
3875 N CHASE RD
POST FALLS, ID 83854

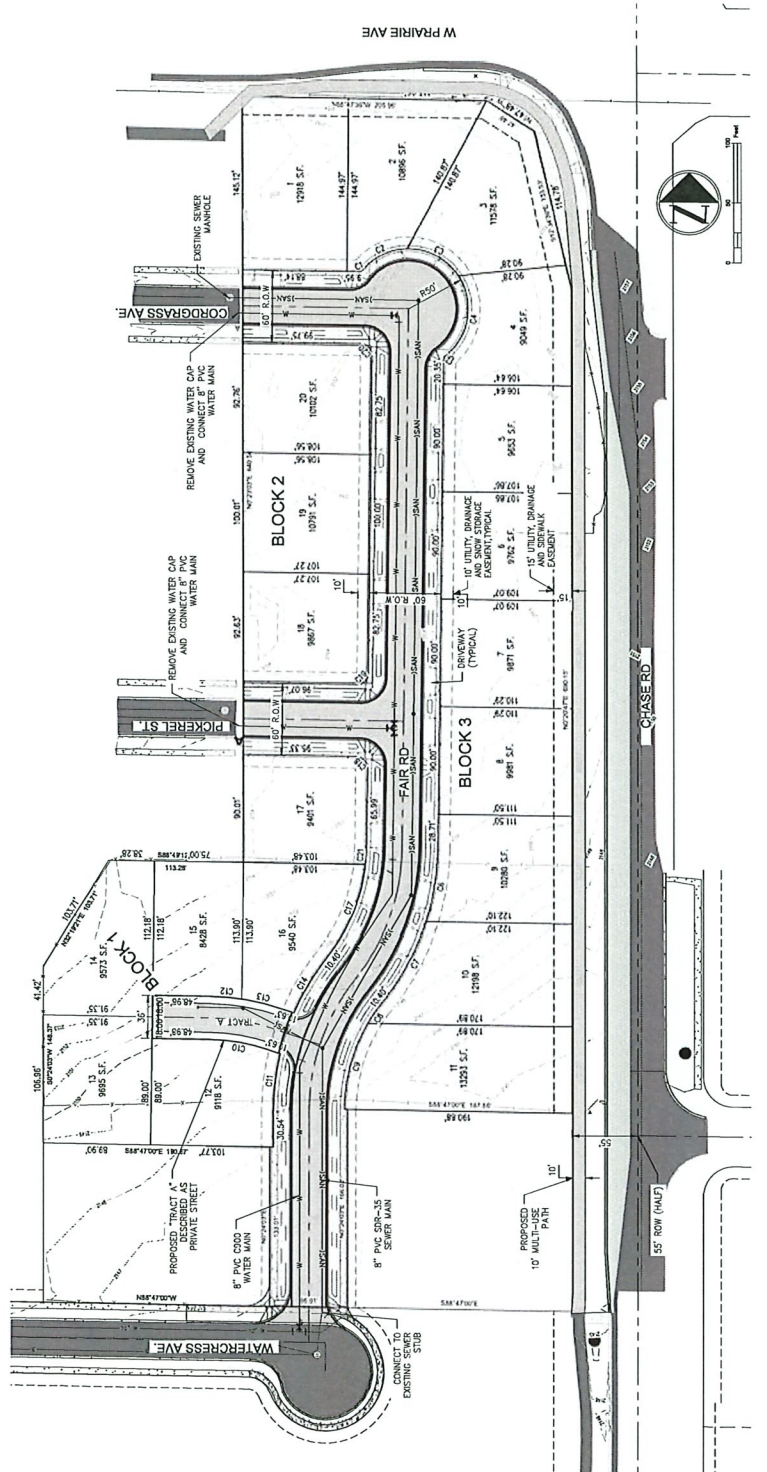


VICINITY MAP
NTS

- ### LEGEND OF EXISTING FEATURES
- EXISTING FENCE
 - OVERHEAD POWER LINE
 - COUNTER TREE
 - RECORDING FENCE
 - TELEPHONE RISER
 - TELEPHONE POLE
 - UTILITY POLE ANCHOR
 - AREA LIGHT
 - FIREHYDRANT
 - IRRIGATION CONTROL VALVE
 - STREET SIGN
 - WATER METER
 - WATER SHUT OFF (CURB STOP)
 - WATER VALVE
 - SANITARY SEWER MANHOLE
 - EXISTING PAVEMENT
 - POWER RISER
 - POWER PAD MOUNT TRANSFORMER
 - POWER VALLT
 - TELEPHONE RISER
 - TELEPHONE POLE
 - UTILITY POLE ANCHOR
 - AREA LIGHT
 - FIREHYDRANT
 - IRRIGATION CONTROL VALVE
 - STREET SIGN
 - WATER METER
 - WATER SHUT OFF (CURB STOP)
 - WATER VALVE
 - SANITARY SEWER MANHOLE
 - EXISTING PAVEMENT

SITE & LOT SUMMARY TABLE	
ZONING	R-1
NUMBER OF LOTS	20
MIN. LOT SIZE	0.19 AC
MAX. LOT SIZE	0.19 AC
MIN. LOT AREA	0.24 AC
MAX. LOT AREA	0.24 AC
TOTAL ACRES	3.12
TRACT A	0.09 AC
RIGHT OF WAY	1.50 AC

Parcel Curve Table			
SEGMENT	RADIUS	LENGTH	CHORD BEARING
C1	5.00'	4.41'	N45°24'E
C2	50.00'	42.34'	N44°40'E
C3	50.00'	50.45'	S81°53'E
C4	50.00'	73.85'	S97°08'W
C5	5.00'	4.41'	S82°13'W
C6	255.00'	62.34'	S93°04'W
C7	255.00'	69.48'	S87°32'E
C8	145.00'	18.00'	S34°11'W
C9	145.00'	75.30'	S15°41'W
C10	162.00'	49.80'	N79°50'W
C11	255.00'	48.02'	N79°39'E
C12	198.00'	26.00'	S50°24'E
C13	198.00'	35.00'	S79°22'E
C14	255.00'	50.23'	N20°54'E
C15	145.00'	79.14'	N27°08'E
C16	10.00'	15.60'	N45°02'W
C17	10.00'	15.72'	N45°22'E
C18	10.00'	15.71'	N45°24'W
C19	145.00'	14.03'	N25°33'E



FAIR ESTATES
3875 N CHASE RD POST FALLS, ID
SUBDIVISION PLAN
DATE: 12/31/2024
SCALE: 1"=40'
C-1

**Fair Estates Subdivision
File No. SUBD-23-1
Planning and Zoning Commission
Reasoned Decision**

A. INTRODUCTION:

APPLICANT: Olson Engineering

LOCATION: Generally located on the southwest corner of W. Prairie Ave. and N. Chase Rd.

REQUEST: Subdividing approximately 6.04 acres into 20 Single-Family Residential Lots. As depicted Exhibit A-3.

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Preliminary Plan
4. A-4 Will Serve
5. A-5 Legal
6. A-7 Title Report
7. A-8 Fair to VS Development Deed
8. A-9 Amended Fair Subdivision Plan
9. S-1 Vicinity Map
10. S-2 Zoning Map
11. S-3 Future Land Use Map
12. PA-1 YPL Comments
13. PA-2 KCFR Comments
14. PA-3 PFSD Comments
15. PC-1 French Comments
16. PC-2 Donato Comments
17. PC-3 Wahlert Comments
18. PZ Staff Report
19. Testimony at the May 30, 2023, Planning and Zoning Commission ("Commission") hearing including:

The Planning and Zoning Commission (hereinafter "Commission"), at 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 6.04 acres into 20 single-family lots within the Single-Family Residential (R-1) zoning designation. The request is evaluated under the standards of Post Falls Municipal Code ("PFMC") § 17.12.060.

Jon Manley, Planning Manager

Mr. Manley presented the staff report to the Commission. He testified that the owner of the property is VS Development LLC, represented by the Applicant, Olson Engineering. He testified that the applicant requests approval to subdivide approximately 6.04 acres into 20 single-family lots within the Single-Family Residential (R-1) zoning designation.

Mr. Manley explained that the property is generally located southwest of W. Prairie Avenue and North Chase Road, whose current land use is Large Lot Single Family Home. He testified that the water provider is East Greenacres Irrigation District, with wastewater services provided by the City of Post Falls.

Mr. Manley testified regarding the surrounding uses, explaining that to the west are other R-1 lots, and to the southwest are R-1-S lots. He further explained that the R-1-S lots to the south are very similar to the R-1 lots to the north and were approved through a PUD.

Mr. Manley testified to the proposed subdivision plan, stating that the applicant was planning on continuing Watercress Avenue and Pickerel Street with Fair Road, including an easement for access to about five lots depicted within the elliptical shape. He elaborated that city code requires lots to front a public or private street, so the applicant amended their plan and created a private road bringing the lots up to Title 17 code requirements. He stated all lots were reviewed as meeting the minimum lot size square footage and the minimum lot width. He also noted that dead-end cul-de-sacs are discouraged in Title 17 and that this proposed layout was within conformance by not including a dead-end cul-de-sac.

Mr. Manley testified regarding the first review criteria, stating again that East Greenacres Irrigation District will provide water. He noted that the second criteria is also met as the city has adequate capacity to service the subdivision as proposed. As to the third review criteria, he stated that the subdivision and layout, as proposed, are consistent with the Transportation Master Plan and Design Standards. Under the fourth review criteria, Mr. Manley testified that the site is located over the Rathdrum Prairie Aquifer and that no known soil or topographical conditions have been identified as hazards at this time.

Mr. Manley testified regarding the fifth review criteria, stating that the proposed lots and layout, as amended, comply with the Single-Family Residential (R-1) zoning designation and Title 17. Finally, as to the last review criteria, he testified that impact fees would be assessed and collected on individual building permits to offset costs to parks, public safety, multi-modal pathways, streets, and fire and EMS.

Mr. Manley reviewed the comments by agencies stating that Yellowstone Pipeline responded with no comments, Kootenai County Fire and Rescue reserves comments for the city's review process, and the Post Falls School District provided a letter stating that they are not over capacity and remain neutral.

In response to questions from the Commission, Mr. Manley explained the access points to the proposed subdivision. He stated that once there are 30 or more lots, the Fire Department requires a second access point. He stated that the proposal currently allows for connection through Watercress or Westerly on Pickerel and has future connection potential to Prairie, all of which emergency services are satisfied with.

Jeremy Trezulli, Olson Engineering Project Manager, Applicant

Mr. Trezulli testified that East Greenacres can and will serve the project and that Post Falls Municipal Sewer will provide sewer. He elaborated that they had waited for the Fisher Lift Station analysis and that there is capacity within the lift station to serve this project. He expanded that the impact fees associated with this project will help fund the Fisher Lift Station upgrades within the next couple of years.

Mr. Trezulli testified to the proposed streets stating that they are all designed with the appropriate right-of-way, sidewalks, curbing, and proper widths. He said they are classified as local streets and are deliberately designed to be narrower to help slow traffic on these neighborhood streets. He testified that the development can be accessed through Pickerel and Cordgrass, which funnels west

and south and ultimately ends up at Fisher, a minor collector, and then over to Chase. He mentioned initially considering direct access to Chase, but such access would have been too close to the Chase and Prairie roundabout and instead created entry through Watercress. He stated that the intended function was for the northern half of the development to funnel west and ultimately south, and the southern half of the development would use the connection to Watercress out to Fisher.

Mr. Trezulli testified that no soil or topographical issues had been identified and that the subdivision conforms to other code requirements. He stated that the proposal's density is lower than what the code allows within R-1 zoning. He testified that the developer will pay their fair share by dedicating several rights-of-way, installing public infrastructure, looping water lines, improving EMS and fire access, and extending and improving the frontage along Chase Avenue. He elaborated that the bike path in front of the Fair property, not a part of this project, will also be connected through their work with the city. All of which will be turned over to benefit the city.

Mr. Trezulli pointed out that collecting impact fees and developing 20 homes rather than one single-family on a 6-acre piece will generate a more robust tax base within the city limits. He stated that as an infill development, it is considered by the Comprehensive Plan to be the most efficient and judicious use of city resources.

Mr. Trezulli clarified that the access for lots 13, 14, and 15 was initially considered a shared driveway but was revised to be a private road maintained by the HOA in order to meet code requirements. He also testified that the development will be market driven if approved and likely to start next year.

Public Testimony:

The hearing was opened for public testimony.

Lynn Wahlert

Mr. Wahlert testified on behalf of the HOA board, stating that they are concerned with not getting direct access to Chase Road. He testified that funneling traffic through the HOA will create future hardship. He requested that the turn lane onto Chase Road be considered since Prairie has no access. He stated he believes it should be more accessible to fire trucks and EMS.

Stephanie Montreuil

Ms. Montreuil expressed concerns regarding the street connecting to a cul-de-sac where there is no access to Chase. She stated that the only access to Chase is through Fisher by using either Arrowleaf or Serenity, which will become very congested with the addition of 20 new homes and at minimum 40 new cars. She testified that having access to Chase where Ashworth would make sense. She questioned why the east side of Chase could get access, but the west side was not, stating that it did not make sense. She reiterated the amount of traffic this development creates. She mentioned how small the streets are within the neighborhood and that they are not conducive to efficiency among EMS vehicles.

Wes Brulotte

Mr. Brulotte testified that the connection of the new road would create a lot of new traffic, with 40, 50, 60, 70 cars driving by at night, shining their lights into their home. He stated that one of the main reasons for purchasing in this area was because it was quiet, with minimal traffic, and a great place to raise kids. He stated that other options exist, like having access to Chase across from Pheasant's Landing to avoid all this extra traffic.

Stephen Wvay

Mr. Wvay testified that emergency service vehicles would have to make several abrupt turns to provide services to the neighborhood. Instead, he testified that access from Chase directly into the middle of this project and neighborhood makes much more sense. He expressed concerns for the safety of children with this increase in traffic. He encouraged engineers to re-evaluate and consider granting access directly to Chase Road to prevent all these issues.

Stan French

Mr. French reiterated the need for access to Chase. He expressed concerns with the huge influx of traffic through Serenity and Arrowleaf onto Fisher to get to the existing Chase Road. He testified that direct access to Chase would alleviate much of the traffic that enters the neighborhood through Serenity. He also mentioned the inefficiency of this "large cul-de-sac" for emergency vehicles. He stated that this neighborhood needs more access to more significant roadways, either Chase Road or Prairie Avenue.

Rebuttal

Jeremy Trezulli, Olson Engineering Project Manager, Applicant

Mr. Trezulli testified that in regards to density, this project is well under the maximum density allowed; these lots vary from 8,500 to 13,000 square feet, where the minimum lot size is 6,500 square feet under R-1 zoning.

In response to connection and traffic concerns, Mr. Trezulli testified that the project is consistent with the six standards of approval: sufficient access to water and sewer, consistency with the Transportation Master Plan, compatibility with topographical conditions, conformity with city code, and fair payment by the developer.

Mr. Trezulli acknowledged the concerns of no direct connection to Chase Road. He emphasized that their initial and preferred approach was to connect to Chase but the expansion of the Chase and Prairie roundabout presented a more significant danger as westbound traffic bearing south onto Chase Road would be accelerating through the roundabout and could cause congestion as well as the potential for collisions at the intersection. He testified that access to Chase Road would have been more efficient and inexpensive for them, but it comes down to traffic analysis and safety.

In developing alternative routes, Mr. Trezulli pointed out that Kootenai County Fire Department provided comments regarding fire hydrant spacing, fire truck turnaround, and a request for Watercross access. EMS reiterated this access request. Additionally, he stated that the city engineer felt the intersection spacing at the intersection of Chase was too close and that having two access points off Cordgrass and Pickerel was insufficient. He stated that the subdivision exceeds the required points of access requirement under International Fire Code because they only have 20 lots with 2 points of ingress-egress.

Mr. Trezulli testified that the city, fire, and EMS discourage using cul-de-sacs for maintenance. He stated that connectivity goes beyond traffic flow, street networking, and EMS access. It is also about connecting infrastructure like looping water lines that improve fire flow.

Mr. Trezulli reiterated their willingness to connect to Chase if deemed appropriate.

Robert Palus, Assistant City Engineer

Mr. Palus testified that Watercress Road is a standard residential street 32 feet wide built for parking on both sides. Serenity Street is considered a residential collector street and is 36 feet wide to accommodate traffic onto Fisher.

Mr. Palus testified that, ideally, the subdivision could connect to Chase Road at Ashworth but explained that the subdivision does not have the requisite spacing for that connection. He elaborates that the left turns to get into the subdivision would overlap with those trying to get down to Ashworth, creating a dangerous situation given the 40-mph zone it is in. Additionally, he stated that the city standard for spacing on minor arterial roadways, like Chase Road, is every 500 feet. The distance between Ashworth to Fisher is about 400 feet and between Ashworth and Prairie is about 900 feet, which does not allow for another access point between Ashworth and Prairie. He emphasized the danger of putting an access point near the roundabout with its accelerating traffic and placing one near Ashworth with its overlapping turns. Without the ability to place Ashworth all the way across, there is no safe access point to Chase.

In response to questions from the Commission, Mr. Palus clarified that, eventually, Cordgrass will have connectivity to the vacant property to the west. However, he noted that the vacant lot would not have direct connectivity to Prairie Avenue but would instead be able to connect through Pastureview.

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 East Greenacres Irrigation District will provide water service to the project. The applicant had provided a will-serve letter from the water district stating they have the capacity, willingness, and intent to serve the 20-lot subdivision 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' Fisher Lift Station has adequate capacity to provide service to the subdivision as proposed. The proposed sanitary sewer system's conceptual layout shows the ability to be served and shall be designed and constructed according to City Standards.

The Commission acknowledges that the Fisher Lift Station is getting close to its max and must be upgraded.

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 following the amendment to the preliminary construction plans providing access to lots 13, 14, and 15 through a private street maintained by the HOA, complying with Title 17.

The Commission determines that the proposed layout provides the best option for connectivity to

the local transportation system despite not directly connecting to Chase Road. While direct access to Chase would be desirable to facilitate connectivity, the Commission recognizes that the applicant went to great lengths to establish as much connectivity as possible. By letter of the law, it is consistent with the transportation master plan. They ultimately determine that the proposed subdivision layout is preferred to ensure safety and compliance with the city's access spacing standards.

Roadway illumination, ADA ramps, and roadway markings/signs shall comply with City Standards.

The Homeowners Association for the project will be responsible for the maintenance of landscaping and irrigation, including snow removal from sidewalks/trail, for the public rights-of-way along Chase Road and Prairie Avenue.

- 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 no testimony or evidence was presented that identified any soil or topographical conditions that would prevent or hinder the development of the property.

- 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 and proposed lots conform to Title 17 and Title 18 requirements for Single-Family Residential (R-1) zoning by providing lots much larger than the minimum lot size, making them less dense than they could have been.

- 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, streets, Kootenai County Fire and Rescue, and Kootenai County Emergency Management Services.

- 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, 1-11 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, 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.
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.
 - Roadway sections shall meet City Standards
 - Chase Road frontage improvements shall be designed based on a 50-foot roadway width (curb face – curb face) from the existing curb on the east side of Chase Rd.
 - The multi-use path along Chase Rd. shall be extended to the existing facility on the north property line of the plat of Craftsman at Meadow Ridge
 - Frontage improvements along Prairie Ave.; consisting of roadway widening along with curb & gutter shall be cashed out. The value of the cash out will be utilized by the developer to offset costs of Chase Rd. improvements to t into the Craftsman at Meadow Ridge.
 - Bicycle ramps shall be added to the southwest quadrant of the existing Prairie / Chase Roundabout
7. Direct access from residential lots to Prairie Avenue and Chase Road 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 Prairie Avenue and Chase Road, including all landscaping, irrigation, and removal of snow from sidewalks and trails.
10. Existing septic systems shall be abandoned in compliance with Panhandle Health District requirements.
11. Lots 13, 14, and 15 require an amendment to the proposed preliminary construction plans to provide access via a public or private street as all lots must front a public or private street per PPMC Title 17.28.110: RESIDENTIAL SUBDIVISION DESIGN. The proposed amendment has been submitted and can be referred to per Exhibit A-9.

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

[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: 9/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Bill Melvin, City Engineer
SUBJECT: Quailview Twinhomes Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

This Agreement reflects the construction phase of the Quailview Twinhomes project. The Agreement sets forth the typical expectations of the Developer of the project, and sets forth the responsibilities of the Developer and the City of Post Falls. This is a 22-lot project, with the application for plat submitted by Buildright Homes, LLC.

Draft copy of agreement attached. Originals with signatures will be given to the clerk prior to the meeting.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

ATTACHMENTS:

1. CIA for Signature

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

CONSTRUCTION IMPROVEMENT AGREEMENT

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

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

DEVELOPER

David Mojzis, Managing Member
Buildright homes, LLC
2600 E. Seltice Way #207
Post Falls, ID 83854
(208) 618-1221

CITY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER'S RELATION TO THE CITY

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

1.05 DEVELOPER'S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

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

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

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

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

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

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

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

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

2.05 PLANS AND SPECIFICATIONS

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

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

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

2.08 MATERIALS

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

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

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

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

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

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

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

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

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

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

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

STATE OF IDAHO)
)SS
County of Kootenai)

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

STATE OF IDAHO)
) ss
County of Kootenai)

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

Quailview Twinhomes

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

ATTACHMENT "A"

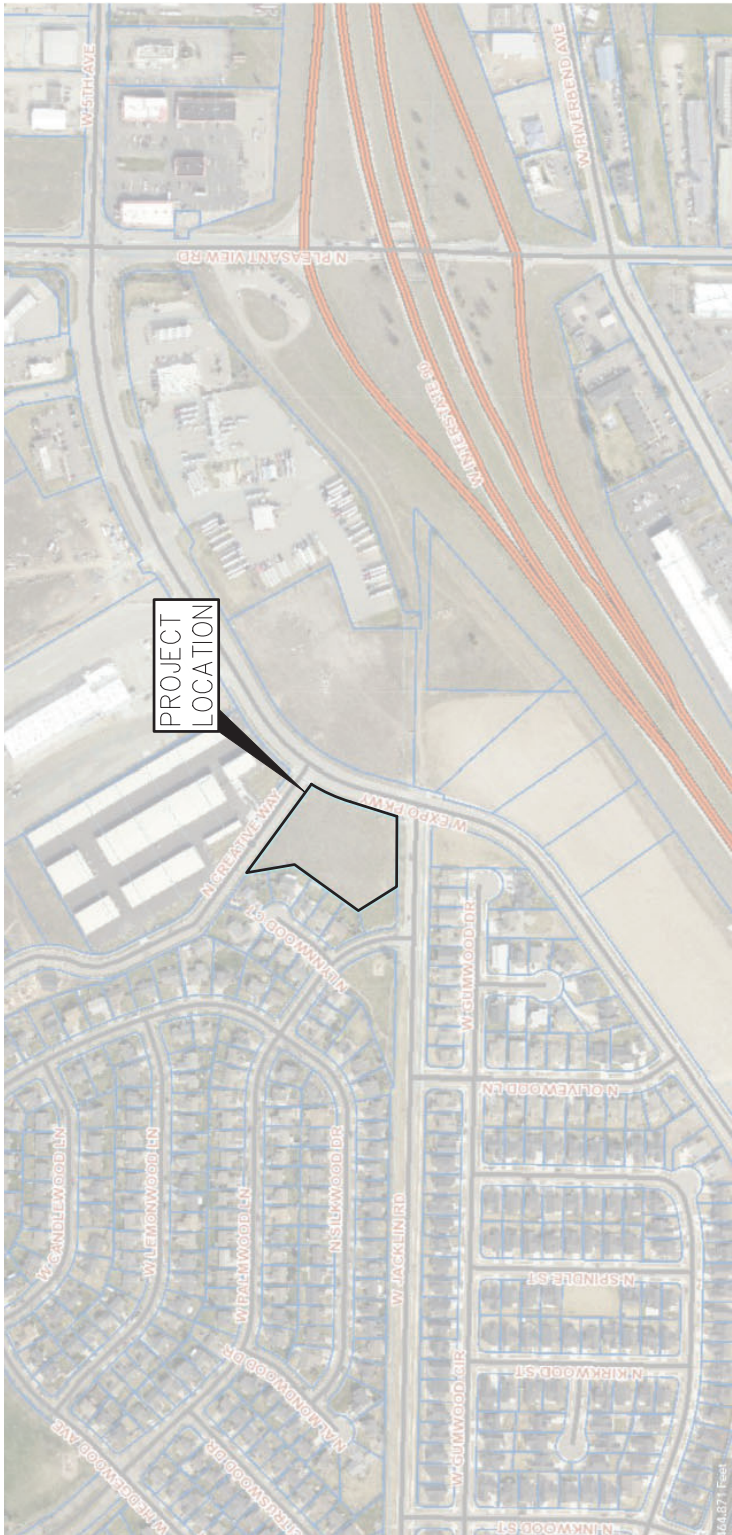
LEGAL DESCRIPTION – QUAILVIEW TOWNHOMES

EXPO AT POST FALLS 7TH ADDITION, LOT 1, BLOCK 3

QUAILVIEW TWINHOMES CONSTRUCTION PLANS

EXPO AT POST FALLS 7TH ADDITION, LOTS 1, BLOCK 3
LOCATED IN THE NE 1/4 SEC. 6, T.50N., R.5W., B.M.,
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

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



VICINITY MAP

NOT TO SCALE

SITE MAP
NOT TO SCALE

VERTICAL DATUM

VERTICAL DATUM IS NAVD-88. THE NORTHEAST BOUNDARY CORNER IS THE BENCHMARK FOR THE PROJECT. FOUND 5" REBAR WITH RED PLASTIC CAP MARKED LS 4182 (ELEV = 2119.86 FT).

MONUMENT SEARCH NOTE IC 55-1613

AVAILABLE RECORDS AND FIELD RESEARCH HAS BEEN CONDUCTED TO LOCATE EXISTING PROPERTY OWNERS 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.

CONSTRUCTION GENERAL PERMIT

THERE ARE NO SURFACE WATER POINT DISCHARGE LOCATIONS ON SITE AND THEREFORE THE PROJECT IS EXEMPT FROM THE REQUIREMENTS OF THE EPA CONSTRUCTION GENERAL PERMIT.

LEGEND OF EXISTING FEATURES

●	=	FOUND REBAR
⚡	=	FOUND ALUMINUM CAP
W	=	FOUND PK NAIL W/ WASHER
⌘	=	WATER VALVE
⚡	=	FIRE HYDRANT
△	=	WATER STUB
△	=	POWER STUB
Ⓜ	=	GAS STUB
Ⓜ	=	FIBER OPTICS STUB
T	=	TELECOM BOX
Ⓜ	=	TRANSFORMER
Ⓢ	=	SANITARY SEWER MANHOLE
✱	=	STREET LIGHT
—	=	EXISTING MAJOR CONTOUR
—	=	EXISTING MINOR CONTOUR

LEGEND OF PROPOSED FEATURES

 SIDEWALK
 STANDARD CURB & GUTTER
 WATER MAIN
 CENTERLINE
 SANITARY SEWER MAIN
 STANDARD CURB AND GUTTER
 SIDEWALK
 SANITARY SEWER MANHOLE
 WATER METER
 DRYWELL

SHEET INDEX

C-1	COVER SHEET
C-2	NOTES
C-3	TYPICAL ROADWAY SECTION
C-4	HORIZONTAL CONTROL PLAN
C-5	SITE PLAN
C-6	GRADING PLAN
C-7	ROAD A PLAN AND PROFILE
C-8	OVERALL UTILITY PLAN
C-9	EROSION AND SEDIMENT CONTROL
C-10	SIGNAGE AND STRIPING
C-11	DETAILS
C-12	DETAILS
C-13	DETAILS
C-14	DETAILS



QUAILVIEW TWINHOMES

prj: 205 N CREATIVE WAY
POST FALLS, IDAHO

City of Post Falls Approval

Approved By:

City	Engineer	Date
------	----------	------

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

Buildright Homes, LLC

FOR

Quailview Twinhomes

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Quailview Twinhomes

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

1. Public improvements to be owned operated and maintained by the City of Post Falls: **\$ 503,032.50**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 144,700.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 10,200.00**
5. Total cost of improvements: **\$ 657,932.50**
6. Warranty amount: **\$ 49,344.94**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Quailview Twinhomes

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

Engineer's Estimate
Quailview Twin Homes - Post Falls, ID



Date: 9/11/2023

Estimate

Item	Description	Quantity	Unit	Unit Price	Total Price
<u>Clearing & Grubbing</u>					
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
2	Strip Topsoil & Haul Offsite	9920	CY	\$ 18.50	\$ 183,520.00
3	Strip Topsoil, Stockpile, Then Replace on Lots	390	CY	\$ 16.75	\$ 6,532.50
4	AC Sawcut	166	LF	\$ 5.00	\$ 830.00
5	Demo Pavement	261	SY	\$ 12.00	\$ 3,132.00
	Demo Pavement,path	126			
6	Demo Curb and Gutter	72	LF	\$ 10.00	\$ 720.00
7	Demo Sidewalk	220	SF	\$ 10.00	\$ 2,200.00
8	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00
9	Construction Entrance	2	EA	\$ 2,200.00	\$ 4,400.00
10	Silt Fence	432	LF	\$ 5.00	\$ 2,160.00
<u>Excavation & Grading</u>					
1	Structural Grading	1630	CY	\$ 10.00	\$ 16,300.00
2	Structural Import & Place	1540	CY	\$ 20.00	\$ 30,800.00
3	Road Subgrade Prep	1172	SY	\$ 7.50	\$ 8,790.00
4	Inlet Protection	2	EA	\$ 300.00	\$ 600.00
<u>Sewer</u>					
1	8" PVC Sanitary Sewer	347	LF	\$ 50.00	\$ 17,350.00
2	48" Manholes	3	EA	\$ 4,000.00	\$ 12,000.00
3	Sewer Services	22	EA	\$ 1,200.00	\$ 26,400.00
4	Drop Manhole	1	EA	\$ 7,500.00	\$ 7,500.00
<u>Stormwater</u>					
1	Curb Cut	2	EA	\$ 600.00	\$ 1,200.00
2	Drywell Type A (Single)	2	EA	\$ 3,500.00	\$ 7,000.00
3	Swales	580	SF	\$ 5.00	\$ 2,900.00
4	Swale and Landscaping Irrigation	1	LS	\$ 4,000.00	\$ 4,000.00
5	Landscape Wall	298	FF	\$ 40.00	\$ 11,920.00
<u>Water</u>					
1	8" PVC Water Main	430	LF	\$ 50.00	\$ 21,500.00
2	8" Fittings	2	EA	\$ 1,000.00	\$ 2,000.00
3	8" Gate Valve w/ Box	4	EA	\$ 2,800.00	\$ 11,200.00
4	Cut in 8" tee	2	EA	\$ 4,500.00	\$ 9,000.00
5	1" Water Services	22	EA	\$ 4,000.00	\$ 88,000.00
6	Fire Hydrant Assemblies	1	EA	\$ 7,500.00	\$ 7,500.00
7	1.5" Water Service	1	EA	\$ 5,500.00	\$ 5,500.00
<u>Streets, Curbs, & Gutter</u>					
1	Asphalt Roadway 2" AC Over 4" Base	1165	SY	\$ 30.00	\$ 34,950.00
2	Rolled Curb and Gutter	727	LF	\$ 24.00	\$ 17,448.00

Item	Description	Quantity	Unit	Unit Price	Total Price
3	Driveway Approach (infill between curb & walk)	6	EA	\$ 1,800.00	\$ 10,800.00
4	Asphalt patch	150	SY	\$ 65.00	\$ 9,750.00
5	Asphalt path	87	SY	\$ 70.00	\$ 6,090.00
6	Concrete street Approach	2	EA	\$ 7,500.00	\$ 15,000.00
7	Pedestrian Ramp	2	EA	\$ 2,000.00	\$ 4,000.00
8	Remove and Replace Ped Ramp	1		\$ 3,200.00	\$ 3,200.00
	<u>Sidewalks</u>				
1	4" Concrete Sidewalk Over 2" Base	963	SF	\$ 7.00	\$ 6,741.00
2	6" Concrete Sidewalk Over 2" Base	1492	SF	\$ 8.25	\$ 12,309.00
	<u>Dry Utilities</u>				
1	Dry Utilities Trenching (Ex, Bed, and Backfill Only)	945	LF	\$ 12.00	\$ 11,340.00
	<u>Signage, Striping, Mailboxes, street lighting</u>				
1	Street Signs	6	EA	\$ 500.00	\$ 3,000.00
2	Concrete Mailbox Pad	1	EA	\$ 650.00	\$ 650.00
3	Street Lights	2	EA	\$ 2,000.00	\$ 4,000.00
4	Striping	1	EA	\$ 1,000.00	\$ 1,000.00
5	Street Trees	17	EA	\$ 600.00	\$ 10,200.00

Total of Bid Schedule

\$ 657,932.50

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Quailview Twinhomes

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

ATTACHMENT "D"

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

Buildright Homes, LLC

FOR

Quailview Twinhomes

CONSTRUCTION DRAWINGS

Plans Titled: **Quailview Twinhomes Construction Plans**

Dated: **8/31/23**

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

Sheets 1 through 17

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

Buildright Homes, LLC

FOR

Quailview Twinhomes

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ID		Task Mode	Task Name	Duration	Start	Dec 1, '23 MTWTFSS	Oct 8, '23 MTWTFSS	Oct 15, '23 MTWTFSS	Oct 22, '23 MTWTFSS	Oct 29, '23 MTWTFSS	Nov 5, '23 MTWTFSS	Nov 12, '23 MTWTFSS	Nov 19, '23 MTWTFSS	Nov 26, '23 MTWTFSS	Dec 3, '23 MTWTFSS
1			mob	1 day	Mon 10/2/23										
2			strip topsoil & haul off	12 days	Tue 10/3/23										
3			sewer, water & gas stubs	3 days	Thu 10/19/23										
4			curbs for patch	1 day	Tue 10/24/23										
5			pave patch	2 days	Wed 10/25/23										
6			sewer	6 days	Fri 10/27/23										
7			water	4 days	Mon 11/6/23										
8			storm	1 day	Fri 11/10/23										
9			utility crossings	3 days	Mon 11/13/23										
10			commercial approaches	4 days	Thu 11/16/23										
11			exc to embank incl import	5 days	Wed 11/22/23										
12			sidewalks	5 days	Mon 3/25/24										
13			curbs	3 days	Mon 4/1/24										
14			subgrade	2 days	Thu 4/4/24										
15			base	2 days	Mon 4/8/24										
16			adjustments	1 day	Wed 4/10/24										
17			paving	2 days	Thu 4/11/24										
18			utility trenching	10 days	Mon 4/15/24										
19			approaches	5 days	Mon 4/29/24										
20			swales	8 days	Mon 5/6/24										
21			clean up/punchlist	4 days	Thu 5/16/24										

Project: qualview prelim

Date: Mon 8/21/23

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

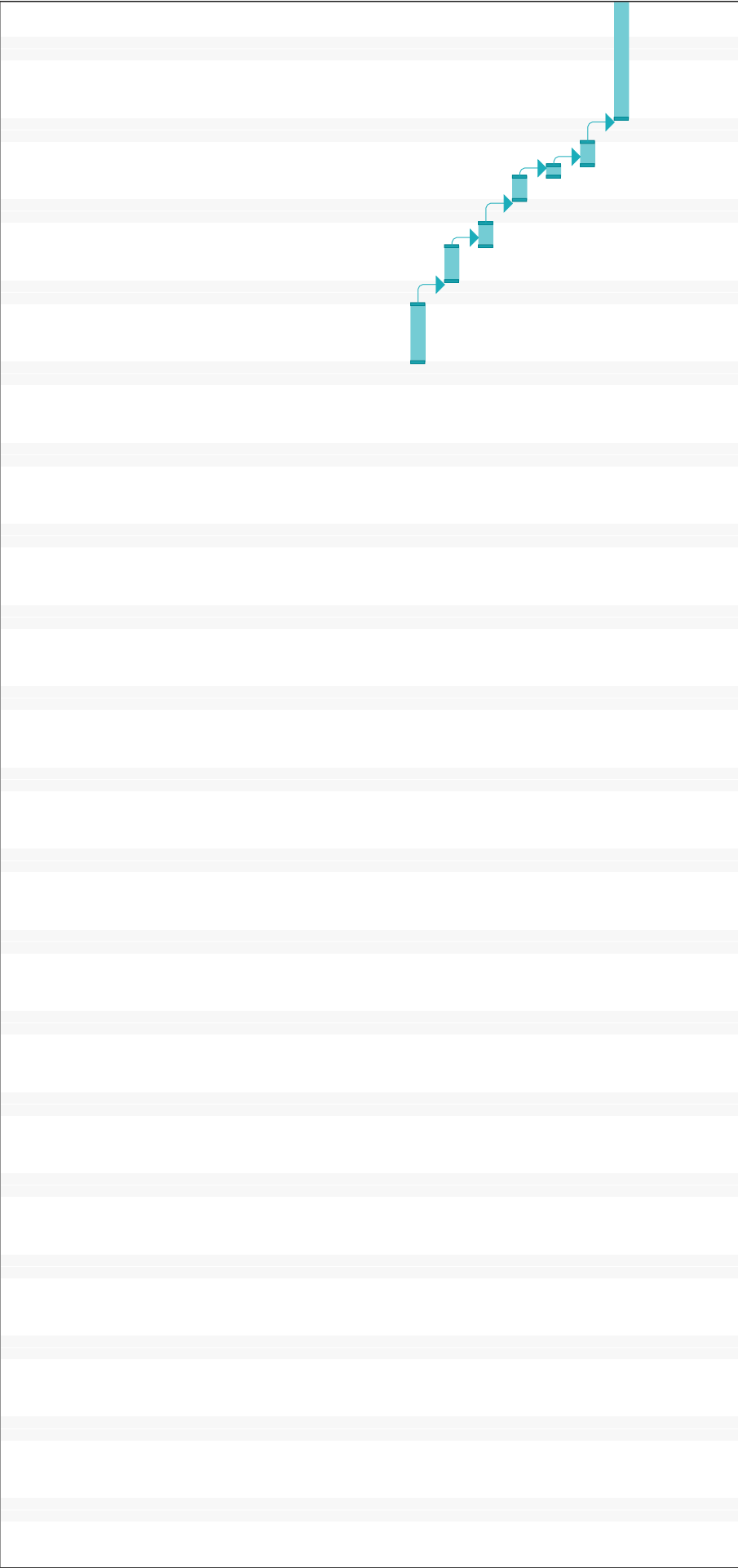
External Tasks

External Milestone

Deadline

Progress

Manual Progress



Project: qualiview prelim Date: Mon 8/21/23	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

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

Buildright Homes, LLC

FOR

Quailview Twinhomes

ENGINEERING SERVICES FEE SUMMARY

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

22 Lots X \$350.00 = \$ **7,700.00**

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

Buildright Homes, LLC

FOR

STREET LIGHT CHARGES

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

Street light utility provider: **Avista Utilities**

Street light type: **Town & Country**

2 lights X 12 months X \$ **13.18** per month = \$ **316.32**

Street light type: _____

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

TOTAL = \$ 316.32

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

Buildright Homes, LLC

FOR

Quailview Twinhomes

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

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

_____ (# of SF homes) x \$6,959.00 = \$_____

_____ (# of Commercial service units) x \$6,959.00 = \$_____

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

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$6,959.00
-----------------------------------	------------

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

Buildright Homes, LLC

FOR

Quailview Twinhomes

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

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

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

Water Cap Fees

_____ x	3/4" – 1"	= \$3,273.00 Residential	=	\$ _____
_____ x	1"	= \$5,455.00 Commercial	=	\$ _____
_____ x	1-1/2"	= \$10,910.01	=	\$ _____
_____ x	2"	= \$17,456.01	=	\$ _____

Meter Fees

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

ACCOUNT FEES

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

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

Buildright Homes, LLC

FOR

Quailview Twinhomes

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: Steven Soltys, P.E.

ENGINEERING FIRM: Olson Engineering

ADDRESS: P.O. Box 1894

CITY: Post Falls STATE: ID ZIP: 83877

PHONE NO.: 208-640-1584

E-MAIL ADDRESS: ss@oecivil.com

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

Buildright Homes, LLC

FOR

Quailview Twinhomes

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

Buildright Homes, LLC

FOR

Quailview Twinhomes

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)
) :SS
County of Kootenai Kootenai)

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

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

Signature

Print Name

SUBSCRIBED AND SWORN TO before me this ____ day of _____,
20_____.

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

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

Buildright Homes, LLC

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT CALENDAR
MEETING DATE: 9/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Bill Melvin, City Engineer

SUBJECT: Addendum 1 to Appendix XI of the Prairie Crossing Construction Improvement Agreement

ITEM AND RECOMMENDED ACTION:

Request City Council approve Addendum 1 to Appendix XI of the Prairie Crossing Construction Improvement Agreement relative to cost reimbursements for the Zorros / Prairie Ave. Roundabout

DISCUSSION:

The previous agreed upon amount was based upon the Developer's Engineers Estimate. The Developer has since bid the project, which provided higher costs than were estimated. The new proposed reimbursement agreement does not exceed the amount provided for by the City Impact Fees and is in alignment with previous roundabout reimbursement agreements executed by the City. The original reimbursement amount was \$671,727.08 and the new amount is \$878,212.00

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

The original Construction Improvement Agreement was before Council on 8/15/23

APPROVED OR DIRECTION GIVEN:

The original Construction Improvement Agreement and reimbursement agreement were approved.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$878,212.00 from Transportation Impact Fees

BUDGET CODE:

037-431-0000.95144

ATTACHMENTS:

1. ADDENDUM I - APPENDIX XI (REIMBURSEMENT) 9.19.23

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

GVD Partners, LP

IMPACT FEE REIMBURSEMENTS

The Developer (GVD Partners, LP) will be constructing a roundabout at the intersection of N. Zorros Road and W. Prairie Avenue, as well as the Prairie Avenue widening improvements across the development's frontage consistent with the Roundabout Construction Plans, Prairie and Zorros, by Frame & Smetana, which the City approved on 8/16/23.

The parties agree that these projects are contained in the City's Capital Improvement Plan and Development Impact Fee Report allowing the City to collect impact fees to partially fund these projects.

The parties agree that because the City is collecting impact fees to partially fund the construction of these projects and because the Developer will be constructing the projects that the Developer is entitled to reimbursement of certain project costs related to the projects up to the amount of impact fees collected by the City to fund these improvements. The parties agree that the reimbursement amounts contained in this Appendix XI is the full amount of reimbursement that is due to Developer from the City for constructing the project that this Appendix XI was negotiated in good faith and is intended to comply with Idaho Code 67-8209(4) regarding reimbursement of impact fees.

Upon acceptance of these improvements (construction completion, engineer's certification, receipt of final project costs, as-built drawing submittal, and established warranty of improvements), the City will reimburse Developer up to the amount listed below.

- **Roundabout¹** **\$ 878,212.00**

The City agrees to reimburse Developer within 60 days of acceptance of the projects and receipt of an invoice and receipts documenting the requesting reimbursement. The invoice will be addressed to the Project Manager at the following address:

Bill Melvin, City Engineer
City of Post Falls
408 N. Spokane Street
Post Falls, ID 83854
bmelvin@postfalls.gov

Past due amounts may bear a finance charge not to exceed 1% of the past due amount per month.

¹ Roundabout reimbursement based upon the allocated project impact fees adjusted by the ENR Construction Cost Index.

CITY OF POST FALLS

GVD PARTNERS, LP

By: _____
Ronald G. Jacobson, Mayor

By: _____
_____, _____
Name Title

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

State of Idaho)
: ss
County of Kootenai)

This instrument was acknowledged before me on _____ by **Ronald G. Jacobson** and **Shannon Howard** as the **Mayor** and **City Clerk**, respectively, of the **City of Post Falls**, Kootenai County, Idaho, on behalf of whom the instrument was executed.

Signature of notary public

(Stamp above)

State of _____)
: ss
County of _____)

This instrument was acknowledged before me on _____ by _____ as the _____ of **GVD Partners, LP**, on behalf of whom the instrument was executed.

Signature of notary public

(Stamp above)

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 9/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Greg McLean, Police Chief

SUBJECT: Agreement with Motorola Solutions for Continued Service of CAD/RMS (Spillman) System

ITEM AND RECOMMENDED ACTION:

5 year agreement with Motorola Solutions for continue use of Spillman

DISCUSSION:

Post Falls Police have been using the Computer Aided Dispatch/Records Management System (Spillman) for over two decades. This agreement is for the next 5 years of service and upgrades with Motorola Solutions who purchased Spillman several years ago.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

In 2018 a 4 year agreement was part of a project at that time with Motorola Solutions. That agreement expires November 2023

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$282,181.88 will come from previously approved federal funding. The remainder, \$163,543.12 will be funded by 911 fees.

BUDGET CODE:

\$282,181.88 from 001-421.0000.67290 project code 2022-001.001 (ARPA)
\$163,543.12 from 008-426.0000.67290

ATTACHMENTS:

1. Motorola Spillman Flex 5 year agreement



MOTOROLA SOLUTIONS

Proposal

Post Falls Police Department

Motorola Solutions Hybrid – 5 Years CommandCentral & FLEX

July 27, 2023

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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PS-000134695

Motorola Solutions, Inc.
500 W. Monroe Street; Suite 4400
Chicago, IL 60661

July 27, 2023

Post Falls Police Department
1717 E Polston
Post Falls, ID 83854
Attn.: Captain Mark Brantl

Re: Proposal for Motorola Solutions Hybrid

Dear Captain Brantl,

Motorola Solutions, Inc. ("Motorola") is pleased to provide the attached Proposal to the Post Falls Police Department.

Motorola's Proposal is subject to the terms and conditions of the Purchase Agreement previously entered into between the Customer and Spillman Technologies / Motorola Solutions. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein in addition to the enclosed Subscription Services Agreement. You may accept this Proposal by signing the attached Agreement and sending your order to your Motorola Public Safety Solutions Consultant listed below.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. Motorola would be pleased to address any concerns you might have, and we look forward to receiving your response. Please feel free to contact your Motorola Public Safety Solutions Consultant with any questions:

Sarah Kipper
208-919-4688
sarah.kipper@motorolasolutions.com

Sincerely,

Motorola Solutions, Inc.

Tyler Holland
Area Sales Manager

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Section 1

Proposal Pricing

1.1 Pricing Summary Table

Year	FLEX Maintenance + New Modules & Training	CommandCentral Subscriptions	Command Solutions Analytics Products	SAA Managed Services	Total
Year 1	\$84,859	\$16,662	\$34,452	\$36,000	\$210,492
Year 2	\$47,024	\$16,662	\$4,752		\$70,634
Year 3	\$47,024	\$16,662	\$4,752		\$70,634
Year 4	\$47,024	\$16,662	\$4,752		\$70,634
Year 5	\$47,024	\$16,662	\$4,752		\$70,634
Totals	\$272,955	\$83,310	\$53,460	\$36,000	\$445,725

1.2 Pricing Detail and Equipment List

Description	Quantity	Term
Flex		
HUB	1	5 YEAR
StateLink	1	5 YEAR
Imaging	1	5 YEAR
Insight	1	5 YEAR
CAD	1	5 YEAR
CAD Mapping	1	5 YEAR
Law Records	1	5 YEAR
NIBRS	1	5 YEAR
Traffic Information	1	5 YEAR
Pin Mapping	1	5 YEAR
Evidence Management	1	5 YEAR
Evidence Barcode & Audit Interface	1	5 YEAR
Pawned Property	1	5 YEAR
E911 Interface*	1	5 YEAR
Licenses & Permits	1	5 YEAR

Description	Quantity	Term
Premise & Hazmat Information	1	5 YEAR
Mobile Records	1	5 YEAR
Mobile Voiceless CAD	1	5 YEAR
Mobile AVL & Mapping	1	5 YEAR
Mobile StateLink	1	5 YEAR
Mobile Field Reporting	1	5 YEAR
Mobile Arrest Form	1	5 YEAR
FLEX Touch – Server License	1	5 YEAR
Rapid Notification 2.0 with Communication Services	1	5 YEAR
Training		
Summit Travel	3	5 YEAR
Online SAA Training Classes	3	
Hardware		
Evidence & Bardcoding Hardware Package	1	
CommandCentral Products		
CommandCentral Investigate – SSV00S01965A	1	5 YEAR
CommandCentral Community - SSV00S02400A – 74 Licenses	1	5 YEAR
Command Solutions Products: Post Falls PD		
Compstat Dashboard Software: \$34,452 Annual Maintenance: \$4,752	1	5 YEAR
Managed Services		
SAA Managed Services from Reliable Administrative Solutions	1	1 YEAR
Professional Services - Motorola		
Geovalidation & Mapping Upgrade	1	

1.3 Payment Schedule

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda.

Payment for the system purchase will be in accordance with the following milestones.

1. Initial payment of \$282,181.88 due upon contract execution (due upon effective date).

2. Remaining \$163,543.12 due upon Final Acceptance.

Unless otherwise specified, contract discounts ARE BASED UPON ALL ITEMS PROPOSED AND OVERALL SYSTEM PACKAGE. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

1.4 Customer Contact

Bill to Address. Invoices will be sent to the Customer at the following address:

Dept.: Post Falls Police Department

Name: Greg Mclean, Chief of Police

Address: 1717 E Polston, Post Falls, ID 83854

Phone: (208) 773-3517

Email: admin@postfallspolice.gov

Ship to Address

Dept: Post Falls Police Department

Name: Mark Brantl, Captain

Address: 1717 E Polston, Post Falls, ID 83854

Phone: (208) 773-3517

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Post Falls Police Department

Address: 1717 E Polston, Post Falls, ID 83854

1.5 Quote Signature Block

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document.

Post Falls Police Department

Customer Name

September 19th, 2023

Date

Authorized Signature

Ronald G Jacobson, Mayor

Print Name and Title

System Description

2.1 The CommandCentral Platform

This solution is part of Motorola Solutions' CommandCentral platform, which provides interconnected solutions that unify data and streamline public safety workflows. Through single sign-on capabilities, your personnel can access all CommandCentral applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's information to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral is built to evolve over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can rapidly deliver new features and functionality in a more manageable, non-intrusive way.

2.2 CommandCentral Community

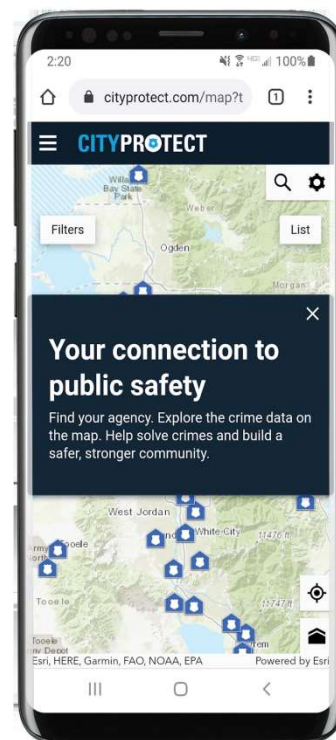
Overview

Motorola Solutions' CommandCentral Community enhances the partnership between your agency and the community. As the foundation for transparent community engagement, this solution streamlines the flow of information between your agency and the people you serve. CommandCentral Community's toolkit helps build public trust and push your investment further. CommandCentral Community functionality can be integrated with the solutions your agency already uses to reduce the need for headcount and increase the value of community intelligence.

The CommandCentral Community experience centers around CityProtect.com. This mobile-friendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important information is streamlined to make engagement easier.

Agency Page

This community solution provides a dedicated, public-facing webpage for your agency. The customizable page offers a unique URL to serve as the hub for community interaction with access to the tools for the public to connect with your agency.



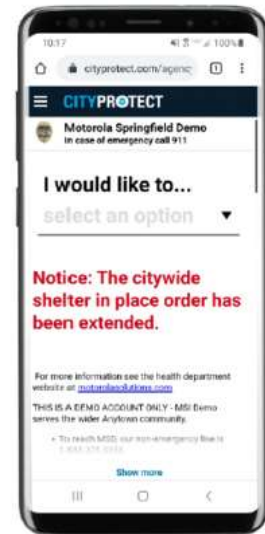
The agency page shows quick, rotating messages—bulletins (up to five 244-character messages)—to keep the public informed. Your agency will control the order, schedule, and expiration date of these bulletins. The page also integrates an agency’s social media feeds to further unify communications.

Digital Evidence Collection

CommandCentral Community’s Digital Evidence Collection allows your agency to collect case-specific digital material without needing a personal device or physical storage, such as CDs, USBs, or other devices generally checked into physical evidence stores. This can be managed using the CommandCentral digital evidence management tools.

Public Submissions

The public can submit information online with an easy-to-use interface. There are multiple self-service form options for online submissions, including anonymous tipping, non-emergency online submissions, and digital evidence collection. Your agency can decide which of these forms to deploy and how to personalize these forms with built-in form management tools. The public can use these forms on CityProtect to submit tips, or they can use anonymous SMS communication. Together, these submissions help agencies build a more accurate operating picture using information from the community.



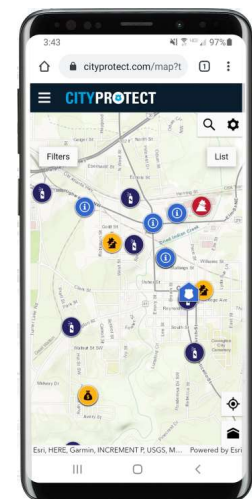
These public submissions are managed in one location and can be linked to your records to create a more efficient workflow. Submissions from the community are collected in the Community Inbox, where your agency can review submissions before they are entered into the master tables to avoid duplication. This leads to cleaner incident record data, while preserving the original record for future reference. The consolidated record view shows all linked submissions in one, complete location.

Crime Map

CommandCentral Community’s Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from your RMS or CAD system to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. CommandCentral Community’s Crime Map provides the following:

- Incident data display with up to hourly update.
- Primary Agency shapefile.
- Sex offender options.
- Crime data download option and action link.

Users can customize and manage data published on Crime Map so that only appropriate public information is shared.



Camera Registration

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras and contact the owner for potential video evidence. The

data from these accounts is visualized in a variety of CommandCentral applications, such as CommandCentral Aware and CommandCentral Investigate.

2.3 CommandCentral Investigate

Overview

Motorola Solutions' CommandCentral Investigate is a next-generation crime analysis and intelligence solution that helps users uncover actionable insights, allocate resources, and fight crime. CommandCentral Investigate is powered by LexisNexis, integrating with existing data sources and leverages interjurisdictional data to allow seamless search across incident data sources from law enforcement agencies nationwide. It also provides highly configurable experiences with purpose-built tools for specific roles across your agency.

By investing in CommandCentral Investigate, investigators can use link analysis across datasets to easily track down leads and close cases. Command staff can quickly identify emerging trends and with the help of analysts, better understand those patterns, and develop proactive initiatives to effectively address them.

This is a cloud-based solution subscribed to as-a-service, making it highly accessible and cost-effective with predictable pricing. Product updates are seamless with new features delivered regularly. The cloud also provides proven security, reliability, and availability to keep users operationally ready.

CommandCentral Investigate includes a professional services engagement for implementation and deployment. This is built on Motorola Solutions' operational expertise, tools, and public safety best practices.

The proposed CommandCentral Investigate solution includes the following features:

- Interjurisdictional data sharing.
- Advanced link analysis.
- Flexible analysis project creation.
- Granular data manipulation and detail (140 data points supported).
- Easy project sharing.
- Robust data visualization.

The CommandCentral Platform

This solution is part of Motorola Solutions' CommandCentral platform, which provides interconnected solutions that unify data and streamline public safety workflows. Through single sign-on capabilities, your personnel can access all CommandCentral applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's information to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral is built to evolve over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can rapidly deliver new features and functionality in a more manageable, non-intrusive way.

Statement of Work

3.1 CommandCentral Community

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions and the Customer. Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing project schedule. Any changes to the governing project schedule will be mutually agreed upon via the change provision of the Agreement.

Overview

Motorola Solutions enables the CommandCentral Community service during the order process. Deployment services are not required.

Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to enable Customer access to CommandCentral Community. This activity is completed during the order process.
- Connect Customer incident data ingest.

Customer Responsibilities

- Provision policies and procedures, tags, retention periods, and user permissions.
- Configure CommandCentral Community settings (location of agency pin, shape of agency, keywords, set up agency page, URL, which forms to deploy).
- Provide access to Motorola Solutions' team to connect incident data ingest.

Completion Criteria

CommandCentral Community subscription enabled.

Additional Forms

Additional Forms for CommandCentral Community are provided by SeamlessDocs. SeamlessDocs will also set up the Customer with URL information and login credentials.

Motorola Solutions Responsibilities

- Send correct order information to SeamlessDocs.

Customer Responsibilities

- Work with SeamlessDocs to accomplish onboarding tasks.
- Link SeamlessDocs portal in Community Admin page.

SeamlessDocs Responsibilities

- Onboard Customer according to normal protocols.

Training

Online Training

CommandCentral training is made available to via Motorola Solutions Software Enterprise Learning Management System (LMS). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LMS Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LMS Administrators on:
 - Adding and maintaining users.
 - Adding and maintaining Groups.
 - Assign courses and Learning Paths.
 - Running reports.

Customer Responsibilities

- Go to <https://learningservices.MotorolaSolutions.com> and request access if you do not already have it.
- Complete LMS Administrator training.
- Advise users of the availability of the LMS.
- Add/modify users, run reports and add/modify groups.

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions provided LMS Administrator instruction.

Panorama – A panorama is an individual instance of the Learning Management System that provides autonomy to the agency utilizing.

Groups – A more granular segmentation of the LMS that are generally used to separate learners of like function (i.e. dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LMS.

Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

Transition to Support and Customer Success

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure Video-as-a-Service has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

Motorola Solutions Responsibilities

- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.

Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

Completion Criteria

Conclusion of the handover to support and the implementation project is complete.

CONSULTING SERVICES

Customer Responsibilities

- Complete online training, complete onboarding, and meet with customer success.

Motorola Responsibilities

- Upon completion of the Customer responsibilities, Motorola Solutions Consulting Services will have a one-hour online meeting with the Customer to discuss their goals and direction with these products.

Consulting Services will then determine with the Customer a schedule for the remaining online consultation time. The purpose of the consulting time will be determined upon the earlier one-hour discussion and focused on enabling the Customer to incorporate these products within their workflow to ensure proper implementation and public engagement.

3.2 CommandCentral Investigate

Overview

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions, Inc. ("Motorola") and Post Falls Police Department (hereinafter referred to as "Customer"). Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing project schedule. Any changes to the governing project schedule will be mutually agreed upon via the change provision of the Agreement.

Motorola enables the CommandCentral Investigate service during the order process. LexisNexis accreditation is required to be completed by the Customer prior to the start of the project.

Unless expressly stated in this SOW, all Motorola work is completed remotely.

Motorola Responsibilities

- Use the CommandCentral Admin tool to enable Customer access to CommandCentral Investigate. This activity is completed during the order process.
- Connect Customer incident data ingest.

Customer Responsibilities

- Provide access to Motorola's team to connect incident data ingest.
- Provide Motorola with crime type classification.
- Set up users within CC Admin and set up user permissions groups.

Completion Criteria

CommandCentral Investigate subscription enabled.

Online Training

CommandCentral online training is made available to you via Motorola Solutions Learning Experience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of CommandCentral Online Training courses can be found in the Training Plan.

Motorola Solutions Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Perform scheduled maintenance. Notify the Customer 24 hours in advance of scheduled maintenance.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: Learning Experience Portal (LXP) Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)

- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola Solutions' LXP.
- Contact Motorola Solutions to engage Technical Support when needed.

Completion Criteria

Learning Experience Portal (LXP) Enablement.

Transition to Support and Customer Success

The Customer's solution will transition to support following the completed activation of CommandCentral Investigate.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

Motorola Responsibilities

- Transition Customer to Motorola Solutions Customer Support.

Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

Completion Criteria

Conclusion of the transition to support.

Section 4

GeoValidation Upgrade Statement of Work

4.1 Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, (Motorola) system as presented in this offer to the Customer. When assigning responsibilities, the phrase “Motorola” includes our subcontractors and third party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Any changes to the Project Schedule will be mutually agreed upon via the change provision of the Agreement.

4.2 Required Resources

In order to enable a successful GeoValidation Upgrade, both Motorola and the Customer will assign sufficiently skilled resources to fulfill the responsibilities outlined in this Statement of Work.

Motorola GIS Analyst

The Motorola GIS Analyst specializes in geographical information technology and possesses expert level experience with Esri toolsets. The Motorola GIS Analyst fulfills the Motorola responsibilities outlined in this SOW and provides the following:

- Customer guidance with adherence to GIS data requirements of the Motorola GIS system.
- Consultation the conversion of Customer GIS source data for Motorola use.
- Instruction on the use of GIS as it pertains to the Motorola system.

Customer GIS Administrator

The GIS Administrator is responsible for the development and maintenance of all the GIS data used in the Motorola system. The GIS Administrator must have a working knowledge of ESRI software including ArcDesktop and ArcPro. Administrator proficiency with model builder, toolbox tools, Network Analyst, and general database structures is key to the GIS Administrator’s ability to manage the GIS needs of the Motorola system. Duties for this resource include:

- Providing data in the correct schema.

- Developing, maintaining and updating GIS data.
- Supporting the GIS elements used in Motorola Solutions software.
- Keeping in regular communication with the other administrative resources.

4.3 Completion Criteria

Motorola Integration Services are considered complete upon Motorola performing the last task listed in a series of responsibilities. Customer task completion will occur per the project schedule enabling Motorola to complete its tasks without delay.

Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of completion or receipt of a deliverable.

The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola and Customer. Software System Completion will be in accordance with the terms of the Software Products Addendum unless otherwise stated in this Statement of Work.

4.4 GeoValidation Services

4.4.1 Upgrade Planning Session

A clear understanding of the expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect required for a successful GeoValidation Upgrade. An Upgrade Planning teleconference will be scheduled after the Agreement has been executed to review the scope and involvements in completing the upgrade. Timely interaction is critical to the successful completion of the upgrade. The agenda will include the following:

- Review project delivery requirements as described in this SOW.
- Discuss Customer involvement in data gathering, data clean up, and provisioning to confirm understanding of the scope and required time commitments.
- Discuss Motorola remote access requirements (access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of upgrade activities).

Motorola Responsibilities

- Schedule the remote Upgrade Planning Session.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review the Flex patching level and GIS Server requirements.
- Provide Customer a link to the Flex GIS requirements documents contained in the Motorola Solutions Learning Site (LXP).
- Review the GeoValidation Requirements and GeoValidation Feature Class Schema documents.
- Review Motorola's delivery approach, schedule, and its reliance on Customer-provided remote access.

- Schedule Upgrade Check session.

Customer Responsibilities

- Ensure Customer GIS Administrator commitment to complete upgrade activities.
- Update and/or confirm Flex patching is at or above patch level 1603.
- Provide confirmation that the Practice environment Database is functioning and accessible.
- Provide a Windows server running ArcServer version 10.6.1 or above.
- Review GeoValidation Requirements and GeoValidation Feature Class Schema documents located in Motorola LXP.
- Perform data clean up, as may be required to ensure data conforms to Flex GIS Data requirements.

4.4.2 GeoValidation Upgrade Activities

The GeoValidation Upgrade process consists of a minimum of three interactive sessions over a five-week period.

Motorola Responsibilities

- Coordinate the time for each interactive session with the Customer.
- Provide guidance on Customer actions required to complete the GeoValidation upgrade.

Customer Responsibilities

- Ensure availability of the GIS administrator for each of the interactive sessions.
- Complete upgrade action items identified as a result of each interactive session.

4.4.3 GeoValidation Upgrade Check

The purpose of the GeoValidation Upgrade Check is to confirm that the Customer's data conforms to the schema documented in the GeoValidation Requirements and GeoValidation Feature Class Schema documents. At the close of the meeting, the dataset will either pass or fail. If the dataset fails the upgrade check, required changes will need to be completed and another GeoValidation Upgrade Check will need to be scheduled. The GeoValidation Upgrade check is a critical step in the upgrade process. Motorola cannot proceed with any other upgrade activities until the upgrade check passes.

Motorola Responsibilities

- Review Customer's data via screen share to confirm that the data is in the appropriate schema and all required data types are present.
- Provide confirmation that the Customer's data is ready for the data handover to continue in the GeoValidation Upgrade process.
- If confirmation of data readiness is not possible, document and deliver action Items collected during the call within 24 hours of conclusion of the meeting.
- For datasets that have passed the upgrade check, request a dataset to be delivered within 24 hours of the close of this meeting.
- Upgrade setup and demonstration will be scheduled two weeks after the close of this meeting.

Customer Responsibilities

- Ensure availability of GIS administrator for this meeting.
- Ensure that all required data types are available to be reviewed via screen share.
- Complete upgrade action items identified as a result of meeting activities.
- For Customer's datasets that have passed the upgrade check, the dataset is to be delivered to Motorola within 24 hours of the close of the meeting.
- Confirm availability for Upgrade Setup and Demo session.

NOTE: A delay in Motorola receiving the dataset will have a negative impact on the schedule and will delay the project.

4.4.4 GeoValidation Build

Over a two-week period, Motorola will develop a functional dataset to be delivered to the Customer in the format necessary for the GeoValidation upgrade.

Motorola Responsibilities

- Build the GeoValidation file set that will be delivered to the Customer during the Conversion Execution activities.
- Upon completion of the GeoValidation Build, deliver the dataset to the Customer as a .zip file.

Customer Responsibilities

- Upon receipt of the GeoValidation Build dataset, load the delivered .zip file on the Flex ArcGIS Server.

4.5 Conversion Processing

Conversion processing consists of three primary activities that are completed within the same day: building the GeoValidation dataset, setting up the practice database and conducting an end user demonstration of the upgraded GIS system.

4.5.1 Conversion Execution

Motorola will guide the Customer through the conversion process via remote teleconference. After the conversion work activities have been completed, the practice database will be linked to the new GeoValidation services.

Motorola Responsibilities

- Build the GeoValidation dataset.
- Upon completion of the GeoValidation Build, deliver the GeoValidation Build dataset to the Customer as a .zip file.
- Via teleconference the following items will be completed:
 - Install Geobase.war, SOE, Flex toolset, and locators.
 - Demonstrate each of the following on the Customer's GIS environment:

- Import customers GIS data into the GeoValidation file structure to create a staging area on the customer Practices environment.
- Model setup and Flex toolset.
- Create locators.
- Create Geocoding and Map Services for GeoValidation.
- Update Administration Manager on the Flex client.
- Complete the Setup Administrator Manager in Practice database.
- Test address validation within the Flex client to confirm that GeoValidation is functioning.
- Via recorded teleconference, conduct an end user demonstration of the search and display functionality.
- Provide a copy of the end user demonstration meeting 24 hours after the close of the meeting.

Customer Responsibilities

- Upon receipt of the GeoValidation Build dataset, load the delivered .zip file on the Flex ArcGIS Server.
- Ensure availability of the GIS Administrator and Customer designated SAA, Dispatch Supervisors, Records Supervisors, and all other appropriate personnel identified by the Customer to participate in demonstration, practice database setup, and conversion execution activities.

4.5.2 Validation Burn in Period

The validation burn in period provides the Customer an opportunity to exercise the upgraded GIS system prior to commencing production use. The validation burn in period starts upon conclusion of the conversion execution demonstration and extends for ten calendar days.

Motorola Responsibilities

- Provide remote assistance in support of Customer testing activities of GeoValidation within the Practice database.
- Assist Customer in determining GIS data issues affecting expected outcomes.
- Respond to Customer reported anomalies manifesting in the Flex software.

Customer Responsibilities

- Exercise GeoValidation in the Practice environment, validating Customer generated use cases.
- Use the Motorola resource to triage anomalies so as to identify GIS data issues versus Flex application issues.
- Correct any identified GIS data issues.
- Upon conclusion of the validation burn in period, place a freeze on the Practice database in preparation for activation in production.
- Coordinate a day and time for Motorola to apply GeoValidation to the production environment.

4.5.3 GeoValidation Upgrade to Production

Applying GeoValidation to the Production environment completes the upgrade process. Motorola and Customer will agree upon the day and time to apply the upgrade to the production environment. Both

parties will participate via a teleconference in order to respond to any negative impacts that may arise in the production environment.

Motorola Responsibilities

- Establish a teleconference prior to initiating the implementation of GeoValidation in the Production environment.
- Apply GeoValidation to the production environment.
- Verify address validation is functioning within the Flex client to confirm that GeoValidation is operational in the Production environment.

Customer Responsibilities

- Ensure availability of the SAA representative.
- Provide Motorola written documentation of any anomalies in the production environment, directly attributed to the GeoValidation upgrade, within five calendar days of commencing use of GeoValidation in the Production environment.
- Perform routine Address Maintenance to ensure database location integrity.

Section 5

GIS Map Update Statement of Work

5.1 Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) system as presented in this offer to the "Customer." Deviations and changes to this SOW are subject to mutual agreement between Motorola and Customer and will be addressed in accordance with the change provisions of the Agreement.

A GIS map update is reliant upon a GeoValidation operating environment. If Customer is migrating to a GeoValidation environment, GeoValidation upgrade tasks must be completed and in use in the live database prior to initiating GIS map update services.

All Motorola work is completed remotely. A web conference is established in order to support Motorola and Customer efforts outlined in this SOW. The project is expected to complete within thirty calendar days from commencement of the discovery web conference and is complete upon Motorola providing map navigation and use instruction.

5.2 GIS Map Update

The GIS map update process provides for the introduction of revised Customer provided maps in the GeoValidation environment.

Motorola requires remote access to Customers GIS server in order to execute GIS map update activities.

Motorola Responsibilities

- Initiate the project with a discovery web conference with the purpose of:
 - Reviewing and confirming base data used in Geovalidation (e.g. Address Points, Streets).
 - Identifying reference data layers that provide visual references (e.g. Parcels, Water, Features).
- Create initial CAD and Mobile files and mobile map packages (used in mobile offline mode).
- Enable hyperlink field.
- Create workflow for creating shapefiles used in legacy pinmap.
- Enable Customers GIS and Spillman Application Administrator (SAA) with access to publish GIS services and Flex WebApp administration.

- Conduct a two-hour remote workshop providing instruction on map authoring, publishing and Motorola web application configuration.
- Provide Customer's SAA with up to two hours of instruction on map navigation and use.

Customer Responsibilities

- Identify and supply all map layers to be used in Flex Mapping.
- If required, procure, install and configure SSL certificate on the GIS Server.
- Participate in the remote two-hour workshop.
- Provide local file location, file share or URL and populate link in HYPERLINK field of supplied GIS layers.
- Configure Flex server or other file distribution method to enable file distribution of Flex mobile map packages.
- Participate in the SAA map navigation and use instruction session.

Flex System Updates

6.1 Overview

In accordance with the terms and conditions of the Agreement, this section defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) system as presented in this offer to the “Customer.” Deviations and changes to this are subject to mutual agreement between Motorola and Customer and will be addressed in accordance with the change provisions of the Agreement.

Motorola Solutions will assign a Flex Project Manager as the agency’s single point of contact for the Flex updates. This individual will coordinate Motorola’s staff as needed to ensure a smooth upgrade transition.

All Motorola work is completed remotely. Web conferences may be established in order to support Motorola and Customer efforts. The projects are estimated to be completed within the timeframes outlined below. However, all timelines are estimates only, and are dependent upon the Customer’s cooperation and collaboration with the Motorola and Reliable Administrative Solutions staff.

6.2 Estimated Project Timelines

PROJECT	MODULES/WORK INCLUDED	ESTIMATED TIME TO COMPLETION	RESPONSIBILITY
PROJECT #1:	PATCH UPDATE TO CURRENT VERSION (MOTOROLA/RAS)	6 MONTHS FROM PROJECT MANAGER ASSIGNMENT: DEPENDENT UPON AGENCY UPDATES TO FLEX SERVER TO ALLOW FOR UPDATE	MOTOROLA FLEX SUPPORT AND RAS WILL WORK WITH CUSTOMER’S IT/SAA TO PERFORM UPDATE
PROJECT #2:	MOBILE FORMS (RAS)	4-6 WEEKS FROM PROJECT MANAGER ASSIGNMENT	MOTOROLA TO ENABLE MODULES. RAS & CUSTOMER TO PROVISION. AGENCY TO ASSIGN LXP TRAINING. RAS TO ASSIST WITH

			FURTHER TRAINING NEEDS.
	RAPID NOTIFICATION (RAS)		MOTOROLA TO ENABLE MODULE. RAS & CUSTOMER TO PROVISION.
	COMPSTAT		MOTOROLA TO ENABLE PRODUCT. COMMAND SOLUTIONS TO WORK WITH AGENCY TO PROVISION.
	EVIDENCE & BARCODING (RAS)		MOTOROLA TO ENABLE MODULE. RAS & CUSTOMER TO PROVISION. AGENCY TO ASSIGN LXP TRAINING. RAS TO ASSIST WITH FURTHER TRAINING NEEDS.
PROJECT #3	CC COMMUNITY (MOTOROLA)	5 MONTHS FROM PM ASSIGNMENT	MOTOROLA TO ENABLE - SEE SOW
PROJECT #4	GEOVALIDATION & MAPPING UPDATE (MOTOROLA)	6 MONTHS FROM KICKOFF: DEPENDENT UPON HAVING ALL REQUIRED ESRI PRODUCTS & FILES IN CORRECT FORMAT SENT TO MOTOROLA	MOTOROLA WILL WORK WITH AGENCY'S GIS TEAM TO PERFORM UPDATE.
	NEW CAD CALL SCREENS (RAS)	AGENCY TO ASSIGN LXP TRAINING	RAS & CUSTOMER TO PROVISION. AGENCY TO ASSIGN LXP TRAINING. RAS TO ASSIST WITH FURTHER TRAINING NEEDS.
PROJECT #5	FILE/DATABASE CLEANUP (RAS)	12 MONTHS FROM BEGINNING OF MANAGED SERVICES CONTRACT FROM RELIABLE ADMINISTRATIVE SOLUTIONS (RAS)	RAS WILL WORK WITH AGENCY ON FILE AND DATABASE CLEANUP
	SET UP WORKFLOW (RAS)		

PROJECT #6	CC INVESTIGATE (MOTOROLA)	6 MONTHS FROM PM ASSIGNMENT: TIME TO IMPLEMENTATION IS DEPENDENT UPON THE LEXIS NEXIS BACKGROUND CHECK COMPLETION	MOTOROLA TO ENABLE - SEE SOW
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Contract Documents

This proposal is subject to the terms and conditions of the existing Communications System and Services Agreement between the City of Post Falls and Motorola Solutions, Inc., executed on November 5, 2018 ("the November 5, 2018, CSSA") and the attached Addenda. The City of Post Falls may accept this proposal by issuing a purchase order referencing "Motorola's July 27, 2023 Proposal and the terms and conditions of the November 5, 2018, CSSA."

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the PRIMARY AGREEMENT (“**Customer**”), and will be subject to, and governed by, the terms of the Primary Agreement entered into between the Parties, effective as of November 5, 2018 (the “**PRIMARY AGREEMENT**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the PRIMARY AGREEMENT.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the PRIMARY AGREEMENT, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the PRIMARY AGREEMENT.

2.4. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from

Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a five (5) year period (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service,

and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the PRIMARY AGREEMENT, if this SSA is attached to the PRIMARY AGREEMENT as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the PRIMARY AGREEMENT Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3 Termination.

By Motorola: Notwithstanding the termination provisions of the PRIMARY AGREEMENT, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

By Customer: Notwithstanding the termination provisions of the PRIMARY AGREEMENT, Customer may terminate this SSA (or any Addendum or Ordering Documents hereunder) if (1) Motorola fails to perform a material obligation under this SSA ("**Motorola Default**") and fails to cure such default within thirty(30) days after the receipt of the notice of default.

4.4 Wind Down of Subscription Software. In addition to the termination rights in the PRIMARY AGREEMENT, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

4.5 Refund. If Customer terminates the Subscription Services in accordance with Section 4.3 above before the end of the Term, the customer will be entitled to a refund for pre-paid annual subscription fees on a monthly-prorated basis. If the Customer terminates services for any other reason other than Motorola's Default, the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the 5-year commitment[FH2] .

5. Payment.

5.1 Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the PRIMARY AGREEMENT), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual

subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2 License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the PRIMARY AGREEMENT.

6. Liability.

6.1 ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE PRIMARY AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2 Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the PRIMARY AGREEMENT or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

9. Governing Law. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Idaho.

10. Additional Requirements of the State of Idaho[FH3]. The clauses in this Section are required by the State of Idaho. The inclusion of these clauses in this Agreement by the Customer does not indicate the Customer's support or opposition to these clauses nor acknowledgment by the Customer that these

clauses are relevant to the subject matter of this Agreement. Instead, these clauses are included solely to comply with Idaho state law.

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

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

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

The Parties hereby enter into this SSA as of September 5, 2023 (the "**SSA Date**").^[1]

Motorola: Motorola Solutions, Inc.

Customer: Post Falls Police Department

By: _____

By: _____

Name: _____

Name: _Ronald G. Jacobson_

Title: _____

Title: _Mayor_

Date: _____

Date: _September 19th, 2023_

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 9/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Jonathon Manley, Planning Manager

SUBJECT: Floodplain Ordinance Amendment

ITEM AND RECOMMENDED ACTION:

City Council is being asked to review and approve the proposed modification to PFMC Chapter 15.44 Flood Damage Prevention per the attached Floodplain Ordinance which repeals the old ordinance and proposed to adopt the attached language.

DISCUSSION:

The following are the main thematic edits that are incorporated within the proposed language:

- Add notification objectives and maintain eligibility for flood insurance and disaster relief.
- Modification to the definitions section.
- Changing Floodplain Administrator from Public Works to Community Development Director.
- Changes to Permit Procedures.
- Changes to Duties and Responsibilities of the Administrator.
- Changes to site development and construction standards.
- Changes to Floodway Standards.
- Changes to Alteration of Watercourses.
- Changes to requirements to submit new technical data.
- Changes to Criteria for Variances.

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. 2023.08.04 Final Floodplain Ordinance

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR REPEAL OF TITLE 15 CHAPTER 44 OF THE CITY CODE; PROVIDING FOR ADOPTION OF A NEW TITLE 15 CHAPTER 44 ENTITLED FLOOD DAMAGE PREVENTION; ESTABLISHING AUTHORITY; PROVIDING PURPOSE AND OBJECTIVES; PROVIDING DEFINITIONS; PROVIDING APPLICABILITY AND BASIS; ADOPTING THE FLOOD INSURANCE RATE MAP; REQUIRING PERMITS; PROVIDING FOR INTERPRETATION; PROVIDING WARNINGS AND DISCLAIMER OF LIABILITY; PROVIDING PROCEDURES; PROVIDING FOR DUTIES AND AUTHORITY OF THE ADMINISTRATOR; PROVIDING SITE DEVELOPMENT, CONSTRUCTION, MANUFACTURED HOME, ACCESSORY STRUCTURES, RECREATIONAL VEHICLE, AND FLOODWAY STANDARDS; PROVIDING FOR REPETITIVE LOSS STRUCTURES; REQUIRING TECHNICAL DATA; PROVIDING FOR VARIANCE, CRITERIA, DECISION, APPEAL PROCESS; PROVIDING FOR A PENALTY; 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 areas of the city of Post Falls are subject to periodic inundation that results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare; and

WHEREAS, these flood losses may be caused by structures in flood hazard areas, which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing an increase in flood heights and velocities; and

WHEREAS, local government units, like the city, have the primary responsibility for planning, adoption, and enforcement of land use regulations to accomplish proper floodplain management; and

WHEREAS, after recommendation of the Community Development Department, it is deemed by the Mayor and City Council to be in the best interests of the citizens of the city of Post Falls that the following be adopted.

NOW, THEREFORE, BE IT ORDAINED by the mayor and council of the city of Post Falls as follows:

SECTION 1. That Post Falls Municipal Code Title 15 Chapter 44, entitled Flood Damage Prevention, is hereby repealed.

SECTION 2. That a new Post Falls Municipal Code Title 15 Chapter 44, entitled Flood Damage Prevention, including the italicized formatting for defined terms, is adopted as follows:

CHAPTER 15.44 FLOOD DAMAGE PREVENTION

15.44.010: STATUTORY AUTHORITY:

This chapter is adopted pursuant to the general police power granted to the *City* by Article 12, Section 2 of the Idaho Constitution, the authority to adopt a floodplain ordinance granted to the *City* by the State Disaster Preparedness Act under Title 46, Chapter 10, Idaho Code, the authority to prevent floods granted by Title 50, Section 333, Idaho Code, the authority to promote the general welfare and prescribe penalties granted by Title 50, Section 302, Idaho Code, and the power of local self-government granted by Title 50, Section 301, Idaho Code.

15.44.020: STATEMENT OF PURPOSE:

It is the purpose of this chapter to promote public health, safety, and general welfare and to minimize public and private losses due to *Flood* conditions in specific areas by provisions designed to:

- A. Require *Development* that is vulnerable to *Floods*, including structures and facilities necessary for the general health, safety, and welfare of citizens, be protected against *Flood* damage at the time of initial construction;

- B. Restrict or prohibit *Development* that is dangerous to health, safety, and property due to water or erosion hazards or which increase *Flood* heights, velocities, or erosion;
- C. Control filling, grading, dredging, and other *Development* which may increase *Flood* damage or erosion;
- D. Prevent or regulate the construction of *Flood* barriers that will unnaturally divert floodwaters, or that may increase *Flood* hazards to other lands; and
- E. Preserve and restore natural *Floodplains*, stream channels, and protective barriers that carry and store floodwaters.

15.44.030: OBJECTIVES:

The objectives of this chapter are to:

- A. Protect human life, health, and property;
- B. Minimize damage to public facilities and utilities such as water purification, sewage treatment plants, sewer lines, water mains, gas mains, electric conduit, telephone lines, fiber optic cables, streets, and bridges located in *Floodplains*;
- C. Help maintain a stable tax base by providing for the sound use and *Development* of *Flood* prone areas;
- D. Minimize expenditure of public money for costly *Flood* control projects;
- E. Minimize the need for rescue and emergency services associated with *Flooding* and generally undertaken at the expense of the public;
- F. Minimize prolonged business interruptions;
- G. Notify potential buyers that the property is in a *Special Flood Hazard Area*;
- H. Notify those who occupy *Flood* hazard areas that they assume responsibility for their actions; and
- I. Participate in and maintain eligibility for *Flood* insurance and disaster relief.

15.44.040: DEFINITIONS:

The use of the singular includes the plural, and the plural includes the singular unless the context indicates otherwise. The use of the terms “must”, “shall”, and “will” indicate a mandatory requirement, while the word “may” means discretion could be used.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, have the following meanings:

Accessory Structure: A *Structure* on the same lot or parcel as a principal *Structure*, the use of which is incidental and subordinate to the principal *Structure*.

Addition: An extension or increase in the floor area or height of an existing *Building* or *Structure*.

Appeal: A request for review of the *Floodplain Administrator's* interpretation of provisions of this chapter or request for a *Variance*.

Area Of Special Flood Hazard: The land in the *Floodplain* within the *City* subject to a one percent (1%) or greater chance of *Flooding* in any given year. Zone designations on *FIRMs* include the letters A, AE, V. Also known as the *Special Flood Hazard Area (SFHA)*.

Base Flood: The *Flood* having a one percent (1%) chance of being equaled or exceeded each year.

Base Flood Elevation (BFE): The *Water Surface Elevation* during the *Base Flood* in relation to a specified *Datum* as depicted on the *FIRM* to the nearest foot and in the *FIS* to the nearest 0.1 foot.

Basement: For *Floodplain Management* purposes, any area of the *Building* having its floor subgrade (below ground level) on all sides.

Building: See definition of *Structure*.

City: The city of Post Falls.

Community: The incorporated areas within the city limits of the *City*.

Datum: The vertical datum is a base measurement point (or set of points) from which all elevations are determined. Historically, that common set of points has been the national geodetic vertical datum

of 1929 (NGVD29). The vertical datum currently adopted by the federal government as a basis for measuring heights is the North American vertical datum of 1988 (NAVD88).

Development: Any human-caused change to improved or unimproved real estate, including, but not limited to, *Buildings* or other *Structures*, mining, dredging, filling, grading, paving, excavation, drilling operations, and storage of equipment or materials.

Development Activity: Any activity defined as *Development* that will necessitate a *Floodplain Development Permit*, such as the construction of *Buildings*, *Structures*, or *Accessory Structures*; *Additions* or *Substantial Improvements* to *Existing Structures*; bulkheads, retaining walls, piers, and pools; the placement of mobile homes; or the deposition or extraction of materials, the construction or elevation of dikes, berms, and *Levees*.

Digital Flood Insurance Rate Maps (DFIRM): The *Digital Flood* information rate map, it depicts *Flood* risk and zones and *Flood* risk information. The *DFIRM* presents the *Flood* risk information in a format suitable for electronic mapping applications.

Elevation Certificate: An important administrative tool of the *NFIP*. It is used to determine the proper *Flood* insurance premium rate; it is used to document elevation information, and it may be used to support a request for a *Letter of Map Amendment (LOMA)* or *Letter of Map Revision Based on Fill (LOMR-F)*.

Enclosure: An area enclosed by solid walls below the *BFE* or formed when any space below the *BFE* is enclosed on all sides by walls or partitions. Insect screening or open wood lattice used to surround space below the *BFE* is not considered an enclosure.

Encroachment: The advance or infringement of uses, fill, excavation, *Buildings*, *Structures*, or *Development* into a *Floodplain*, which may impede or alter the flow capacity of a *Floodplain*.

Existing Structure: A *Structure* for which the *Start of Construction* commenced before February 17, 1982.

Existing Manufactured Home Park or Subdivision: An existing *Manufactured Home* park or subdivision where the construction of facilities for servicing the lots on which the *Manufactured Homes* were affixed (including, at a minimum, the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before February 17, 1982.

Expansion to Existing Manufactured Home Park or Subdivision: The preparation of additional sites by the construction of facilities for servicing the lots on which the *Manufactured Homes* are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Federal Emergency Management Agency (FEMA): For *Floodplain Management* purposes, this means the agency with the overall responsibility for administering the *National Flood Insurance Program (NFIP)*.

Flood (Flooding):

- A. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - 1. The overflow of inland waters; or
 - 2. The unusual and rapid accumulation or runoff of surface waters from any source; or
 - 3. *Mudslide* (i.e., *Mudflows*) that are proximately caused by Flooding as defined in paragraph (A)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- B. The collapse or substance of land along the shore of a lake, river, or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (A)(1) of this definition.

Flood Insurance Rate Map (FIRM): An official map of a community, issued by the Federal Insurance Administrator, delineating the *Areas of Special Flood Hazard* or risk premium zones applicable to the community.

Flood Insurance Study (FIS): An examination, evaluation, and determination of *Flood* hazards and, if appropriate, corresponding *Water Surface Elevations*, or an examination, evaluation, and determination of *Mudslide* (i.e., *Mudflow*) or *Flood*-related erosion hazards. Also known as a Flood Elevation Study.

Flood Protection System: Physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify *Flooding* to reduce the extent of the area within a community subject of a “*Special Flood Hazard*” and the extent of the depths of associated *Flooding*. Such a system typically includes dams, reservoirs, *Levees*, or dikes. These specialized *Flood* modifying works are those constructed in conformance with sound engineering standards.

Floodplain: Any land area susceptible to water inundation from any source. See also *Flood*.

Floodplain Administrator: The *City’s* community development director, or their designee, is designated as the Floodplain Administrator responsible for administering, implementing, and enforcing the provisions of this chapter.

Floodplain Development Permit: A permit issued by the *City* before the commencement of any *Development Activity* to ensure that the proposed *Development Activity* is consistent with the requirements of this chapter.

Floodplain Management: The operation of an overall program of corrective and preventive measures for reducing *Flood* damage, including but not limited to emergency preparedness plans, *Flood* control works, and *Floodplain Management Regulations*.

Floodplain Management Regulations: Any zoning ordinances, subdivision regulations, building codes, health regulations, special use ordinances (such as a *Floodplain* ordinance, grading ordinance, and erosion control ordinance), and other applications of police power. The term describes state or local regulations, in any combination thereof, which provide standards for *Flood* damage prevention and reduction.

Floodproofing: Any combination of structural and non-structural *Additions*, changes, or adjustments to *Structures* that reduce or eliminate *Flood* damage to real estate or improved real property, water and sanitary facilities, *Structures*, and their contents.

Floodway (Regulatory Floodway): The channel of a river or other *Watercourse* and the adjacent land areas that must be reserved to discharge the *Base Flood* without cumulatively increasing the *Water Surface Elevation* more than a designated height.

Functionally Dependent Use: A use that cannot perform its intended purpose unless it is located or carried out near water. The term includes docking and other necessary facilities for loading and unloading cargo or passengers and boatbuilding or boat repair facilities. The term does not include long-term storage or related manufacturing, sales, or service facilities.

Highest Adjacent Grade (HAG): The highest natural elevation of the ground surface prior to construction, adjacent to the proposed walls of a *Structure*. Refer to the *Elevation Certificate, FEMA* form 81-31, for HAG related to *Building* elevation information.

Historic Structure: A *Structure* that is:

- A. Listed individually in the national register of historic places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the national register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or to a district preliminarily determined by the Secretary to qualify as a registered historic district;

- C. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- D. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - 1. By an approved state program as determined by the Secretary of the Interior; or
 - 2. Directly by the Secretary of the Interior in states without approved programs.

Letter Of Map Change (LOMC): A general term used to refer to the several types of revisions and amendments to *FIRMs* that can be accomplished by letter. They include Letter of Map Amendment (LOMA), Letter of Map Revision (LOMR), and Letter of Map Revision based on Fill (LOMR-F):

- A. *Letter Of Map Amendment (LOMA):* An official amendment, by letter, to an effective *National Flood Insurance Program (NFIP)* map. A LOMA establishes the location of a property or *Structure* in relation to the *Special Flood Hazard Area (SFHA)*. LOMAs are usually issued because the property or *Structure* has been inadvertently mapped as being in the *Floodplain* but are actually above the *Base Flood Elevation*.
- B. *Letter Of Map Revision (LOMR):* *FEMA's* modification to an effective *Flood Insurance Rate Map (FIRM)*. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a *Flooding* source and thus result in the modification of the existing *Regulatory Floodway*, the effective *Base Flood Elevations (BFEs)*, or the *Special Flood Hazard Area (SFHA)*. The LOMR officially revises the *Flood Insurance Rate Map (FIRM)* and sometimes the *Flood Insurance Study (FIS)* report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portion of the *FIRM* or *FIS* report.
- C. *Letter Of Map Revision Based On Fill (LOMR-F):* *FEMA's* modification of the *Special Flood Hazard Area (SFHA)* shown on the *Flood Insurance Rate Map (FIRM)* based on the placement of fill outside the existing *Regulatory Floodway*. The LOMR-F does not change the *FIRM* or *FIS* report.
- D. *Conditional Letter Of Map Revision (CLOMR):* A formal review and comment as to whether a proposed *Flood* protection project or other project complies with the minimum *NFIP* requirements for such projects with respect to the delineation of *Special Flood Hazard Area*. A CLOMR does not revise the effective *Flood Insurance Rate Map (FIRM)* or *Flood Insurance*

Study (FIS). Upon submission and approval of certified as-built documentation, a *Letter of Map Revision (LOMR)* may be issued by *FEMA*.

Levee: A human-made *Structure*, usually an earthen embankment, designed and constructed according to sound engineering practices to contain, control, or divert the flow of water to protect from *Flooding*.

Lowest Adjacent Grade (LAG): The lowest point of the ground level next to the *Structure*. Refer to the *Elevation Certificate*, *FEMA* form 81-31, for LAG related to *Building* elevation information.

Lowest Floor: The lowest floor of the lowest enclosed area (including *Basement*). An unfinished or *Flood* resistant *Enclosure*, used solely for parking of vehicles, *Building* access, or storage, in an area other than a *Basement*, is not considered a *Structure's* lowest floor if the *Enclosure* does not render the *Structure* in *Violation* of the applicable non-elevation design requirements of 44CFR 60.3 and this ordinance (i.e., *Flood* openings).

Manufactured Home: A *Structure*, transportable in one or more sections, built on a permanent chassis and designed to be used, with or without a permanent foundation, when connected to the required utilities. The term “manufactured home” does not include a *Recreational Vehicle*.

Market Value: the *Building* value, not including the land value and that of any *Accessory Structures* or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for the *Building* age and construction quality (actual cash value); or adjusted tax assessed values.

Mean Sea Level: For purposes of the *National Flood Insurance Program*, the national geodetic vertical datum (NGVD) of 1929 or other *Datum*, to which *Base Flood Elevations* shown on a community's *FIRM* are referenced.

Mudslide (i.e. *Mudflow*): A condition where there is a river, flow or inundation of liquid mud down a hillside, usually as a result of a dual condition of loss of brush cover and the subsequent

accumulation of water on the ground preceded by a period of unusually heavy or sustained rain. A mudslide (i.e., mudflow) may occur as a distinct phenomenon while a landslide is in progress and will be recognized as such by the Administrator only if the mudflow, and not the landslide, is the proximate cause of damage that occurs.

National Flood Insurance Program (NFIP): A federal program created by Congress to mitigate future *Flood* losses nationwide through sound, community-enforced building and zoning ordinances and to provide access to affordable, federally backed *Flood* insurance protection for property owners.

New Construction: For the purposes of determining insurance rates, *Structures* for which the *Start of Construction* commenced on or after the effective date, February 17, 1982, of an initial *Flood Insurance Rate Map* or after December 31, 1974, whichever is later, and includes any subsequent improvements to such *Structures*. For *Floodplain Management* purposes, “new construction” means *Structures* for which the *Start of Construction* commenced on or after the effective date, February 17, 1982, of *Floodplain Management Regulation* adopted by the *City* and includes any subsequent improvements to such *Structures*.

New Manufactured Home Park Or Subdivision: A place where the construction of facilities for servicing the lots on which the *Manufactured Homes* are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed on or after February 17, 1982.

Post-Firm: Construction or other *Development* for which the *Start of Construction* occurred on or after February 17, 1982, the effective date of the initial *Flood Insurance Rate Map (FIRM)*.

Pre-Firm: Construction or other *Development* for which the *Start of Construction* occurred before February 17, 1982, the effective date of the initial *Flood Insurance Rate Map (FIRM)*.

Recreational Vehicle: A vehicle that is:

A. Built on a single chassis;

- B. Four hundred (400) square feet or less when measured at the largest horizontal projection;
- C. Designed to be self-propelled or permanently towed by a light duty truck; and
- D. Not designed primarily for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Floodway: See *Floodway*.

Remedy Any Violation: To bring the *Structure* or other *Development* into compliance with state or local *Floodplain Management Regulations*, or, if this is not possible, to reduce the impacts of its non-compliance. Ways those impacts may be reduced include protecting the *Structure*, or other affected *Development* from *Flood* damages, implementing the enforcement provisions of the ordinance, or otherwise deterring future similar *Violations*, or reducing federal financial exposure regarding the *Structure* or other *Development*.

Repetitive Loss Structure: An *NFIP*-insured *Structure* that has had at least two paid *Flood* losses of more than \$1,000 each in any 10-year period since 1978.

Riverine: Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special Flood Hazard Area (SFHA): The land in the *Floodplain* within a community subject to a one percent (1%) or greater chance of *Flooding* in any given year. For purposes of these regulations, the term “special flood hazard area” is synonymous with the phrase “area of special flood hazard.”

Start Of Construction: Includes *Substantial Improvement* and means the date the *Development* permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, *Addition* placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a *Structure* on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation, or the placement of a *Manufactured Home* on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets or walkways; nor does it include excavation

for a *Basement*, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of *Accessory Structure*, such as garages or sheds not occupied as dwelling units or not part of the main *Structure*. For a *Substantial Improvement*, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a *Building*, whether or not the alteration affects the external dimensions of a *Building*.

Structure: A walled and roofed construction, including a gas or liquid storage tank that is principally aboveground, as well as a *Manufactured Home*.

Substantial Damage: Damage of any origin sustained by a *Structure* whereby the cost of restoring the *Structure* to its before-damaged condition would equal or exceed fifty percent (50%) of its *Market Value* before the damage occurred. Substantial damage also means *Flood*-related damage sustained by a *Structure* on two separate occasions during a ten-year period for which the cost of repairs at the time of each such *Flood* event, on average, equals or exceeds twenty-five percent (25%) of the *Market Value* of the *Structure* before the damage occurred.

Substantial Improvement: Reconstruction, rehabilitation, *Addition*, or other improvement of a *Structure*, the cost of which equals or exceeds fifty percent (50%) of the *Market Value* of the *Structure* before the *Start of Construction* of the improvement. The *Market Value* of the *Structure* should be a) the appraised value of the *Structure* prior to the start of the initial repair or improvement, or b) in the case of damage, the value of the *Structure* prior to the damage occurring. This term includes *Structures* that have incurred *Substantial Damage*, regardless of the actual amount of repair work performed. The term does not include either:

- A. A project for improvement of a *Structure* to correct existing *Violations* of state or local health, sanitary, or safety code specifications, which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- B. Alteration of a *Historic Structure*, provided that the alteration will not preclude the *Structure*'s continued designation as a *Historic Structure*.

Variance: A grant of relief by the governing body from a requirement of this chapter.

Violation: The failure of a *Structure* or other *Development* to fully comply with the community's *Floodplain Management Regulations*. A *Structure* or other *Development* without the *Finished Construction Elevation Certificate*, other certifications, or other evidence of compliance required in 44 CFR 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water Surface Elevation: The height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other specified *Datum*) of *Floods* of various magnitudes and frequencies in the *Floodplains* of coastal or *Riverine* areas.

Watercourse: A lake, river, creek, stream, wash, channel, or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial *Flood* damage may occur.

15.44.050: LANDS TO WHICH THIS CHAPTER APPLIES:

This chapter applies to all *Special Flood Hazard Areas* within the city of Post Falls. Nothing in this chapter authorizes uses or *Structures* that are otherwise prohibited by zoning or other regulations of the *City*.

15.44.060: BASIS FOR AREA OF SPECIAL FLOOD HAZARD:

The *Special Flood Hazard Areas* identified by the *FEMA* in a scientific and engineering report titled "The Flood Insurance Study (FIS) for Kootenai County and Incorporated Areas", dated May 3, 2010, with accompanying *Flood Insurance Rate Maps (FIRM)* or *Digital Flood Insurance Rate Maps (DFIRM)*, and other supporting data, are adopted by reference and declared a part of this chapter. The *FIS* and the *FIRM* are on file at the city clerk's office.

15.44.070: FLOODPLAIN DEVELOPMENT PERMIT:

A *Floodplain Development Permit* is required prior to *Development* activities in *Special Flood Hazard Areas* established in Section 15.44.060 of this chapter.

15.44.080: INTERPRETATION:

- A. In the interpretation and application of this chapter all provisions must be:
 - 1. Considered as minimum requirements;
 - 2. Liberally construed in favor of the governing body; and
 - 3. Deemed neither to limit nor repeal any other powers granted under Idaho Code.
- B. Abrogation and Greater Restrictions: This chapter does not in any way repeal, abrogate, impair, or remove the necessity of compliance with any other laws, ordinances, regulations, easements, covenants, deed restrictions, etcetera. Where this chapter and another provision of this code conflict or overlap, whichever provision imposes the more stringent or greater restrictions controls.

15.44.090: WARNING AND DISCLAIMER OF LIABILITY:

The degree of *Flood* protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger *Floods* can and will occur. *Flood* heights may be increased by human-made or natural causes. This chapter does not imply that land outside the *Special Flood Hazard Areas* or uses permitted within such areas will be free from *Flooding* or *Flood* damages. This chapter does not create liability on the part of the city of Post Falls or any of its officers or employees for *Flood* damages that result from reliance on this chapter or an administrative decision made under this chapter.

15.44.100: PERMIT PROCEDURES:

Application for a *Floodplain Development Permit* must be made to the *Floodplain Administrator* on forms furnished by the *Floodplain Administrator* prior to starting *Development* activities. Specifically, the following information is required:

- A. Application Stage:
 - 1. Plans drawn to scale with elevations of the project area and the nature, location, and dimensions of *Existing Structures* and proposed *Structures*, earthen fill placement, storage of materials or equipment, and drainage facilities;
 - 2. Elevation in relation to the *Flood* protection elevation, or *Highest Adjacent Grade*, of the *Lowest Floor*, including crawl spaces or *Basement*, of all proposed *Structures*;
 - 3. Elevation to which any non-residential *Structure* will be *Floodproofed*;

4. Elevation into which any proposed utility equipment and machinery will be elevated or *Floodproofed*;
5. Design certification from a registered professional engineer or architect that any proposed non-residential *Floodproofed Structure* will meet the *Floodproofing* criteria in Subsection 15.44.130 of this chapter;
6. The boundary of the *Special Flood Hazard Area* as delineated on the *FIRM* or other *Flood* map or a statement that the entire lot is within the *Special Flood Hazard Area*;
7. The *Base Flood Elevation (BFE)* where provided;
8. Description of the extent to which any *Watercourse* will be altered or relocated by the proposed *Development*;
9. A foundation plan, drawn to scale, which must include details of the proposed foundation system to ensure all provisions of this chapter are met. These details include but are not limited to:
 - a. The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation, or on columns/posts/piers/piles/shear walls); and
 - b. Openings to facilitate automatic equalization of hydrostatic *Flood* forces on walls when solid foundation perimeter walls are used in Zones A, AE.
10. Usage details of any enclosed area below the *Lowest Floor*; and
11. Certification that all other local, state, and federal permits required prior to *Floodplain Development Permit* issuance have been received.

B. Construction Stage:

1. For all *New Construction* and *Substantial Improvements*, the permit holder must provide to the *Floodplain Administrator* an as-built certification of the floor elevation or *Floodproofing* level, using the appropriate *FEMA Elevation Certificate* or *Floodproofing* certificate, prior to the final inspection. When *Floodproofing* is utilized for non-residential *Structures*, the certification must be prepared by a professional engineer or architect.
2. Certificate deficiencies identified by the *Floodplain Administrator* must be corrected by the permit holder prior to issuance of the certificate of occupancy.

C. Technical Review:

1. If the *City* does not have the expertise to evaluate the technical data that is part of the application, the *City* may contract for an independent engineering review or require a review by *FEMA* through the *Letter of Map Change* process. The applicant will pay the costs of an independent technical review and any other associated *FEMA* costs.

D. Expiration of *Floodplain Development Permit*:

1. *Start of Construction* must begin on all work authorized by a *Floodplain Development Permit* within one hundred eighty (180) days of permit issuance, or the permit will expire. Thereafter, all work permitted by the permit must be pursued to completion.

15.44.110: DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR:

Duties of the *Floodplain Administrator* include, but are not limited to:

- A. Review all *Floodplain Development Permit* applications to ensure that the permit requirements of this chapter have been satisfied;
- B. Review proposed *Development* to assure that necessary permits have been received from governmental agencies from which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334; the Endangered Species Act of 1973, 16 USC 1531-1544; and state of Idaho stream channel alteration permits, Idaho Code 42, Chapter 38 require that copies of such permits be provided and maintained on file;
- C. When *Base Flood Elevation* data or *Floodway* data are not available, then the *Floodplain Administrator* must obtain, review, and reasonably utilize any *Base Flood Elevation* and *Floodway* data available from a federal, state, or other source to administer the provisions of this chapter;
- D. When *Base Flood Elevations* or other current engineering data are not available, the *Floodplain Administrator* must consider the *Flood Hazards*, to the extent they are known, to determine whether a proposed building site will be reasonably safe from *Flooding*;
- E. Obtain and maintain actual elevation in relation to the vertical *Datum* on the effective *FIRM*, or *Highest Adjacent Grade*, of the *Lowest Floor*, including *Basement*, of all *New Construction* or substantially improved *Structures*;
- F. Obtain and maintain actual elevation in relation to the vertical *Datum* on the effective *FIRM* to which any new or substantially improved *Structures* have been *Floodproofed*;

- G. When *Floodproofing* is utilized for a *Structure*, the *Floodplain Administrator* must obtain certification of design criteria from a registered professional engineer or architect;
- H. Where interpretation is needed of the exact location of boundaries of the *Areas of Special Flood Hazard*, including *Regulatory Floodway* (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the *Floodplain Administrator* will make the interpretation. Any person contesting the location of the boundary will be given a reasonable opportunity to *Appeal* the interpretation as provided in this chapter;
- I. Permanently maintain all records that pertain to the administration of this ordinance and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended;
- J. Make on-site inspections of work in progress. As the work under a *Floodplain Development Permit* progresses, the *Floodplain Administrator* will make as many inspections of the work as necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. The *Floodplain Administrator* has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the *City* at any reasonable hour for inspection or other enforcement action;
- K. Issue stop-work orders as required. Whenever a *Building* or part thereof is being constructed, reconstructed, altered, or repaired in *Violation* of this code, the *Floodplain Administrator* may order the work to be immediately stopped. The stop-work order must be in writing and directed to the person doing or in charge of the work. The stop-work order must state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed; and
- L. All records pertaining to the provisions of this chapter shall be permanently maintained in the office of the city clerk or their designee and shall be open for public inspection.

15.44.120: SITE DEVELOPMENT STANDARDS:

All new *Development* proposals, including residential and commercial subdivisions, and *Manufactured Home* parks, must:

- A. Be consistent with the need to minimize *Flood* damage;
- B. Include the mapped *Flood* hazard zones from the effective *FIRM*;

- C. Include *Base Flood Elevation* data generated or provided for any *Development* proposal with more than fifty (50) lots or larger than five (5) acres;
- D. Have public utilities and facilities such as sewer, gas, electric, and water systems located and constructed to minimize *Flood* damage; and
- E. Provide adequate drainage provided to reduce exposure to *Flood* hazards.

15.44.130: CONSTRUCTION STANDARDS:

In all *Areas of Special Flood Hazard*, the following provisions are required:

- A. *New Construction* and *Substantial Improvements* of an *Existing Structure*, including a *Structure* that has been substantially damaged, must be anchored to prevent flotation, collapse, or lateral movement of the *Structure* resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- B. *New Construction* and *Substantial Improvements* of an *Existing Structure*, including a *Structure* that has been substantially damaged, must be constructed with materials and utility equipment resistant to *Flood* damage.
- C. *New Construction* or *Substantial Improvements* of an *Existing Structure*, including a *Structure* that has been substantially damaged, must be constructed by methods and practices that minimize *Flood* damage.
- D. All *New Construction* or *Substantial Improvements* of an *Existing Structure*, including a *Structure* that has been substantially damaged, including the fully enclosed area located below the *Lowest Floor* formed by the foundation and other exterior walls, must be designed to be an unfinished or *Flood* resistant *Enclosure*. This includes the foundation walls used to elevate the *Building* and any joists, insulation, or other materials that extend below the *BFE*. The *Enclosure* must be designed to equalize hydrostatic *Flood* forces on exterior walls by allowing floodwater's automatic entry and exit. Designs for complying with this requirement must be certified by a licensed professional engineer or architect or meet the following minimum criteria:
 - 1. Provide a minimum of two (2) openings meeting the following criteria:
 - a. A total net area of not less than one square inch for every square foot of enclosed area subject to *Flooding*;
 - b. The bottom of all openings must be no higher than one foot (1') above the higher of the exterior or interior grade or floor immediately below the opening; and

- c. Openings should be installed in at least two walls and may be equipped with screens, louvers, valves, or other coverings or devices, provided they permit the automatic flow of floodwater in both directions without manual intervention.
- 2. The velocity of floodwaters at the site should not exceed five feet (5') per second unless the design is certified explicitly by a licensed professional engineer or architect.
- 3. To comply with this chapter's "*Lowest Floor*" criteria, the unfinished or *Flood* resistant *Enclosure* must only be used for parking vehicles, limited storage, or entry to the elevated area.
- 4. The interior portion of such an enclosed area must not be partitioned or finished into separate rooms.
- 5. For below-grade crawl spaces, construction must follow the guidelines in *FEMA TB 11-01*, crawl space construction for *Structures* located in *Special Flood Hazard Areas: National Flood Insurance Program* interim guidance, specifically:
 - a. The interior grade of a crawl space below the *BFE* must not be more than two feet (2') below the *Lowest Adjacent Grade (LAG)*;
 - b. The height of a below-grade crawl space, measured from the lowest interior grade of the crawl space to the bottom of the floor joist, must not exceed four feet (4') at any point; and
 - c. Below-grade crawl spaces must contain an adequate drainage system that removes floodwaters from the interior area of the crawl space within a reasonable time after a *Flood* event.
 - d. Below-grade crawl spaces are prohibited at sites where the velocity of floodwaters exceeds five feet (5') per second.
- E. All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other facilities must be designed or elevated to prevent water from entering or accumulating within the components during *Flooding*.
- F. New and replacement water supply systems must be designed to minimize or eliminate infiltration of floodwaters.
- G. New and replacement sanitary sewage systems must be designed to minimize or eliminate infiltration of floodwaters and discharges from the systems into floodwaters.

- H. On-site waste disposal systems must be located and constructed to avoid functional impairment, or contamination from them, during *Flooding*.
- I. Any alteration, repair, reconstruction, or improvement to a *Structure* that is not compliant with the provisions of this chapter, may only be undertaken if the nonconformity is minimal to meet health and safety standards.

15.44.140: MANUFACTURED HOME STANDARDS:

In all *Areas of Special Flood Hazard* where *Manufactured Homes* and *Recreational Vehicles* are allowed and where the *Flood* protection elevation is established, these standards for *Manufactured Homes* and *Recreational Vehicles* apply:

- A. *Manufactured Homes* placed or substantially improved:
 - 1. On individual lots or parcels.
 - 2. In a *New Manufactured Home Park or Subdivision*.
 - 3. In *Expansions to Existing Manufactured Home Parks or Subdivisions*, or on a site in an *Existing Manufactured Home Park or Subdivision* where a *Manufactured Home* has incurred *Substantial Damage* as the result of a *Flood*, must have the *Lowest Floor*, including *Basement*, elevated one-foot (1') above *BFE*.
- B. *Manufactured Homes* placed or substantially improved in an *Existing Manufactured Home Park or Subdivision* not subject to the provisions listed in 15.44.140 (A) may be elevated so that either:
 - 1. The *Lowest Floor* of the *Manufactured Home* is elevated one foot (1') above *BFE*.
 - 2. The *Manufactured Home* chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than thirty-six inches (36") above the *Highest Adjacent Grade*.
- C. *Manufactured Homes* must be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include but are not limited to, the use of over-the-top or frame ties to ground anchors. This standard is in addition to and consistent with applicable state requirements.
- D. *Manufactured Homes* placed on solid perimeter walls must meet the *Flood* vent requirements in Subsection 15.44.130 D. of this chapter.

15.44.150: ACCESSORY STRUCTURES:

All *Accessory Structures* must comply with elevation or construction standards listed in Subsection 15.44.180.B.1.b. Certain *Accessory Structures* may not qualify as *Structures*. Open buildings, such as carports, gazebos, picnic pavilions, and similar buildings that do not have at least two rigid walls, are not *Structures* and do not have to be elevated or *Floodproofed*.

An *Accessory Structure* containing no more than one hundred twenty (120) square feet may be exempted from the certification of elevation or construction standards listed in Subsection 15.44.180.B.1.b. Such *Accessory Structure* must meet the following standards:

- A. It must not be used for human habitation;
- B. It must only be used for parking or storage;
- C. It must be constructed of *Flood* resistant materials;
- D. It must be constructed and placed on the lot to offer the minimum resistance to the flow of floodwaters;
- E. It must be firmly anchored to prevent flotation;
- F. Services such as electrical and heating equipment must be elevated or *Floodproofed* to or above the *Flood* protection elevation;
- G. It must meet the opening requirements of Subsection 15.44.130 D. of this chapter.

15.44.160: RECREATIONAL VEHICLE STANDARDS:

In all *Areas of Special Flood Hazard*, *Recreational Vehicles*, that are an allowed use or *Structure* under the zoning code must:

- A. Be on the site for fewer than one hundred eighty (180) consecutive days; and
- B. Be fully licensed and ready for highway use, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and have no permanently attached *Structures* or *Additions*.

15.44.170: FLOODWAY STANDARDS:

The following provisions apply only to lands in a *Floodway*:

- A. *Encroachments*, including fill, *New Construction*, *Substantial Improvements*, and other *Development* within the adopted *Regulatory Floodway*, are prohibited unless it has been

demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed *Encroachment* would not result in any increase in *Flood* levels within the *City* during the occurrence of the *Base Flood* discharge;

- B. If Section A. above is satisfied, all *New Construction* and *Substantial Improvements* must comply with this chapter's other applicable Flood hazard reduction provisions.
- C. *Encroachments* within the adopted *Regulatory Floodway* that would result in an increase in *Base Flood Elevations* may be permitted only if the *City* first applies for a *Conditional Letter of Map Revision (CLOMR)* and fulfills all of the requirements of the *Conditional Letter of Map Revision (CLOMR)* and receives approval from *FEMA* to revise the *FIRM* and *FIS*. The *City* may require the developer or applicant to obtain the necessary approvals.

15.44.180: STANDARDS FOR ZONES WITH BASE FLOOD ELEVATIONS:

The following provisions apply in all *Special Flood Hazard Areas*:

A. *New Construction* and *Substantial Improvements*:

- 1. Where *Base Flood Elevation* data are available, *New Construction* or *Substantial Improvement* of any *Structure* or *Manufactured Home* must have the *Lowest Floor*, including the *Basement*, constructed at one foot (1') above *BFE*. If solid foundation perimeter walls are used to elevate a *Structure*, openings sufficient to facilitate the unimpeded movement of floodwaters must be provided in accordance with the construction standards in Subsection 15.44.130 D. of this chapter.

B. Non-residential Construction:

- 1. *New Construction* and *Substantial Improvements* of non-residential *Structures* within Zone AE on the *Community's FIRM*:
 - a. Have the *Lowest Floor* (including the *Basement*) elevated at or above the *Base Flood Elevation*; or
 - b. Together with attendant utility and sanitary facilities, be designed so that below the *Base Flood Elevation*, the *Structure* is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
- 2. Provide that where a non-residential *Structure* is intended to be made watertight below the *Base Flood Elevation*:

- a. A registered professional engineer or architect must develop or review structural design, specifications, and plans for the construction and must certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the applicable provisions; and
 - b. A record of such certificates, which includes the specific elevation (in relation to *Mean Sea Level*) to which such *Structures* are *Floodproofed* must be maintained with the *Floodplain Administrator*.
- C. Floodway Undetermined: Where the *Floodway* has not been determined, no *New Construction*, *Substantial Improvements*, or other *Development* (including fill) will be permitted in zones AE on the effective *FIRM*, unless it is demonstrated that the cumulative effect of the proposed *Development* when combined with all other existing and anticipated *Development*, will not increase the *Water Surface Elevation* of the *Base Flood* more than one foot (1') at any point within the *Community*. Applicants of proposed projects that increase the *Base Flood Elevation* more than one foot (1') must obtain and submit to the *Floodplain Administrator* a *Conditional Letter of Map Revision (CLOMR)* at preconstruction.
- D. Application For *CLOMR*: Postconstruction, the applicant must apply to *FEMA* for a *Letter of Map Revision (LOMR)* for changes to the *Flood* hazard map proposed in the *CLOMR*.

15.44.190: STANDARDS FOR ZONES WITHOUT BASE FLOOD ELEVATIONS (A ZONES):

These provisions apply in special *Flood* areas where no *Base Flood Elevation* data has been provided (A zones).

- A. When *FEMA* has not identified *Base Flood Elevation* or *Floodway* data in a *FIS* or *FIRM*, then the *Floodplain Administrator* will obtain, review, and reasonably utilize scientific or historic *Base Flood Elevation* and *Floodway* data available from a federal, state, or other source, to administer this chapter. If data is not available from any source:
 - 1. No *Encroachments*, including *Structures* or fill, will be located within an area equal to the width of the stream or fifty feet (50'), whichever is greater, measured from the ordinary high-water mark, unless certification by a licensed professional engineer documents that the *Encroachment* will not result in any increase in *Flood* levels during the *Base Flood*.

2. In *Special Flood Hazard Areas* without *Base Flood Elevation* data, *New Construction* and *Substantial Improvements of Existing Structures* must have the *Lowest Floor* of the lowest enclosed area (including *Basement* or crawl space) elevated no less than two feet (2') above the *Highest Adjacent Grade* at the building site. Openings sufficient to facilitate the unimpeded movement of floodwaters must be provided in accordance with the construction standards in Subsection 15.44.140 D. of this chapter.

15.44.200: REPETITIVE LOSS STRUCTURE

Any *Structure* that is an *NFIP*-insured *Structure* that has had at least two (2) paid *Flood* losses of more than one thousand dollars (\$1,000) each in any ten-year period since 1978 is hereby deemed by the *City* a *Repetitive Loss Structure*.

15.44.210: ALTERATION OF A WATERCOURSE:

A *Watercourse* is considered altered when any change occurs within its banks. Whenever a *Watercourse* is to be altered or relocated, notify adjacent communities and the Idaho Department of Water Resources prior to such alteration or relocation of a *Watercourse*, and submit evidence of such notification to the *FEMA* through appropriate notification means, and ensure that the *Flood* carrying capacity of the altered or relocated portion of said *Watercourse* is maintained.

15.44.220: REQUIREMENT TO SUBMIT NEW TECHNICAL DATA:

- A. *Base Flood Elevations* may increase or decrease from physical changes affecting *Flooding* conditions. As soon as practicable, but not later than six months after such information becomes available, the *Floodplain Administrator* must notify the *FEMA* of the changes by submitting technical or scientific data per Title 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical changes affecting *Flooding* conditions, risk premium rates and *Floodplain Management* requirements will be based on current data.
- B. Notify the *FEMA* in writing of acquisition by means of annexation, incorporation, or otherwise of additional areas of jurisdiction.
- C. For all *Development* proposals that impact *Floodway* delineations or *Base Flood Elevations*, the *City* must ensure that technical data reflecting such changes be submitted to *FEMA* within six

(6) months of the date such information becomes available. These *Development* proposals include:

1. *Floodway Encroachments* that increase or decrease *Base Flood Elevations* or alter *Floodway* boundaries;
 2. Fill sites to be used for the placement of proposed *Structures* where the applicant desires to remove the site from the *Special Flood Hazard Area*;
 3. Alteration of *Watercourses* that result in relocation or elimination of the *Special Flood Hazard Area*, including the placement of culverts;
 4. Subdivision or large-scale *Development* proposals requiring the establishment of *Base Flood Elevations* according to Subsection 15.44.130 C. of this chapter.
- D. The applicant is responsible for preparing technical data in a format required for a *Conditional Letter of Map Revision (CLOMR)* or *Letter of Map Revision (LOMR)* and submitted to *FEMA*. Submittal and processing fees for these map revisions shall be the applicant's responsibility.

15.44.230: VARIANCE:

- A. An application for a *Variance* must be submitted to the city clerk of Post Falls on the form provided by the city of Post Falls and include, at a minimum, the same information required for a *Development* permit and an explanation of the basis for the *Variance* request.
- B. Upon receipt of a completed application for a *Variance*, the *Variance* request will be set for public hearing at the next Planning and Zoning Commission meeting, in which time is available for the matter to be heard.
- C. Before the public hearing, notice of the hearing will be published in the official newspaper of the city of Post Falls at least fifteen (15) days before the hearing. In addition to the newspaper publication, written notice shall be provided to all adjoining property owners.
- D. The burden to show that the *Variance* is warranted and meets the criteria set out herein is on the applicant.

15.44.240: CRITERIA FOR GRANTING VARIANCES:

- A. Generally, *Variances* may be issued for *New Construction* and *Substantial Improvements* to be erected on a lot one-half acre or less in size contiguous to and surrounded by lots with *Existing Structures* constructed below the *Base Flood Elevation* provided the procedures of this chapter

have been fully considered. The technical justification required for issuing the *Variance* increases as the lot size increases.

- B. *Variances* cannot be issued within a designated *Floodway* if any increase in *Flood* levels during the *Base Flood* discharge would result.
- C. *Variances* may be issued for the repair, rehabilitation, or restoration of *Historic Structures* upon a determination that the proposed repair or rehabilitation will not preclude the *Structure's* continued designation as a *Historic Structure* and the *Variance* is the minimum necessary to preserve the historic character and design of the *Structure*.
- D. *Variances* may be issued for *New Construction* and *Substantial Improvements* and for other *Development* necessary for the conduct of a *Functionally Dependent Use* provided that:
 - 1. The criteria of A-E of this section are met; and
 - 2. The *Structure* or other *Development* is protected by methods that minimize *Flood* damages during the *Base Flood* and create no additional threats to public safety.
- E. *Variances* must only be issued upon a determination that the *Variance* is the minimum necessary, considering the *Flood* hazard, to afford relief.
- F. *Variances* will only be issued upon:
 - 1. A showing by the applicant of good and sufficient cause;
 - 2. A determination that failure to grant the *Variance* would result in exceptional hardship to the applicant; and
 - 3. A determination that failure to grant the *Variance* would result in increased *Flood* heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws and ordinances.
- G. *Variances* pertain to a physical piece of property; they are not personal in nature and do not pertain to the *Structure*, its inhabitants, or economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods.
- H. *Variances* should be issued for non-residential *Buildings* in extremely limited circumstances.

15.44.250: VARIANCE DECISION:

The decision to either grant or deny a *Variance* must be in writing and must set forth the reasons for such approval or denial. If the *Variance* is granted, the property owner must be put on notice along with the written decision over the signature of a *City* official that the issuance of a *Variance* to

construct a *Structure* with its *Lowest Floor* below the *Base Flood Elevation* will result in increased premium rates for *Flood* insurance up to amounts as high as twenty-five dollars (\$25) for every one-hundred dollars (\$100) of insurance coverage and that such construction below the *Base Flood Elevation* increases risks to life and property.

The *Floodplain Administrator* must maintain the records of all *Appeal* actions, including the justification for any issuance of a *Variance*, and report any *Variances* to the *Federal Emergency Management Agency* and the state of Idaho upon request.

15.44.260: APPEALS:

The Planning and Zoning Commission will hear and decide *Appeals* from the interpretations of the *Floodplain Administrator*.

- A. An *Appeal* must be filed with the Post Falls city clerk within fourteen (14) days of the date of any permit denial or interpretation of the *Floodplain Administrator*. Failure to timely file an *Appeal* shall be considered a failure to exhaust the administrative remedies. The *Appeal* must set out the interpretation of the *Floodplain Administrator* and a narrative setting forth the facts relied upon by the appellant and the appellant's claim regarding the error in the interpretation.
- B. Upon receipt of a completed *Appeal*, the *Appeal* will be scheduled for the next available Planning and Zoning Commission meeting to be heard. The commission will consider the following in ruling on an *Appeal*:
 1. All technical evaluations, all relevant factors, and standards specified in other sections of this chapter, including:
 - a. The danger that materials may be swept onto other lands to the injury of others;
 - b. The danger to life and property due to *Flooding* or erosion damage;
 - c. The susceptibility of the proposed facility and its contents to *Flood* damage and the effects of such damage on the individual landowner;
 - d. The importance of the services provided by the proposed facility to the *City*;
 - e. The necessity of the facility to a waterfront location, where applicable;
 - f. The availability of alternative locations for the proposed use which are not subject to *Flooding* or erosion damage;
 - g. The compatibility of the proposed use with existing and anticipated *Development*;

- h. The relationship of the proposed use to the comprehensive plan and *Floodplain Management* program for that area;
 - i. The safety of access to the property in times of *Flooding* for ordinary and emergency vehicles;
 - j. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - k. The cost of providing government services during and after *Flood* conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- C. Decision: The Planning and Zoning Commission decision on *Appeal* must be in writing and set out the facts, technical information, and the legal basis for the decision.

15.44.270: PENALTIES

No *Structure* or land may hereafter be located, extended, converted, or altered unless in full compliance with the terms of this chapter and other applicable regulations.

Violation of the provisions of this chapter or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of *Variance* or special exceptions, constitutes a misdemeanor. Any person who violates this chapter or fails to comply with its requirements will, upon conviction, be fined no more than one thousand dollars (\$1,000.00) or imprisoned for not more than one hundred eighty (180) days, or both. Each day the Violation continues is a separate offense. Nothing in this Section prevents the city of Post Falls from taking other lawful actions necessary to prevent or *Remedy Any Violation*.

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

SECTION 4. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any

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

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the city of Post Falls at a regular session of the City Council on September ____ 2023.

APPROVED, ADOPTED and SIGNED this day of September, 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, PROVIDING FOR REPEAL OF TITLE 15 CHAPTER 44 OF THE CITY CODE; PROVIDING FOR ADOPTION OF A NEW TITLE 15 CHAPTER 44 ENTITLED FLOOD DAMAGE PREVENTION; ESTABLISHING AUTHORITY; PROVIDING PURPOSE AND OBJECTIVES; PROVIDING DEFINITIONS; PROVIDING APPLICABILITY AND BASIS; ADOPTING THE FLOOD INSURANCE RATE MAP; REQUIRING PERMITS; PROVIDING FOR INTERPRETATION; PROVIDING WARNINGS AND DISCLAIMER OF LIABILITY; PROVIDING PROCEDURES; PROVIDING FOR DUTIES AND AUTHORITY OF THE ADMINISTRATOR; PROVIDING SITE DEVELOPMENT, CONSTRUCTION, MANUFACTURED HOME, ACCESSORY STRUCTURES, RECREATIONAL VEHICLE, AND FLOODWAY STANDARDS; PROVIDING FOR REPETITIVE LOSS STRUCTURES; REQUIRING TECHNICAL DATA; PROVIDING FOR VARIANCE, CRITERIA, DECISION, APPEAL PROCESS; PROVIDING FOR A PENALTY; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

The city of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which repeals and replaces title 15, chapter 44 of city code providing for floodplain damage prevention; establishes the purpose and authority; definitions; requiring permits and procedures; duties and authority of the administrator; provides for standards and structures; provides for variances, the criteria for granting, and appeals; provides a penalty for non-compliance; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of September, 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 repeals and replaces title 15, chapter 44 of city code providing for floodplain damage prevention; establishes the purpose and authority; definitions; requiring permits and procedures; duties and authority of the administrator; provides for standards and structures; provides for variances, the criteria for granting, and appeals; provides a penalty for non-compliance, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of September, 2023.

Warren J. Wilson, City Attorney

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 9/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Warren Wilson, City Attorney
SUBJECT: Resolution to Repeal Outdated Policies

ITEM AND RECOMMENDED ACTION:

Staff recommends that the City Council adopt a resolution repealing outdated policies.

DISCUSSION:

Staff recently reviewed the policies adopted by council to determine if there are any currently adopted policies that are no longer relevant. Staff identified a number of policies that are outdated that should be repealed or that have been superseded by new policies that may not have been explicitly repealed. The attached resolution will repeal the outdated policies.

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. 2023.08.24 Final Policy Repeal Resolution for Adoption

RESOLUTION NO. 23-[Category]

Policy Repeal Resolution

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

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

WHEREAS, city staff recently completed a review of adopted policies and identified a number of policies that are no longer needed or that have been superseded by new policies; and

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

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

Section 1. The policies listed below are hereby repealed.

<u>Resolution #</u>	<u>Description</u>	<u>Effective Date</u>	<u>Reason</u>
Resolution 77-6	City Goals and Policies	04/12/1977	Out of Date
Resolution 81-6	Mayor & Council Reimbursement	09/08/1981	Out of Date
Resolution 83-3	Reduction in Workforce Policy	01/13/1983	Out of Date
Resolution 84-3	Council Chambers Scheduling Policy	03/06/1984	Replaced
Resolution 2001-10	Investment Policy	09/04/2001	Replaced
Resolution 2003-20	Council Chambers Use Policy	09/16/2003	Replaced
Resolution 14-06	City Facility Use Policy	04/15/2014	Replaced
Resolution 16-09	Purchasing Policy	06/07/2016	Replaced
Resolution 17-12	Purchasing Policy	06/19/2017	Replaced

Section 2. Effective Date. This Resolution, passed by a majority of the Post Falls City Council, shall be in full force and effect from and after its passage and approval according to law.

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

CITY OF POST FALLS

Ronald Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

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

AYES:

NAYES:

ABSENT:

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: 9/19/2023**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Janet Best, Human Resources Director

SUBJECT: Resolution Adopting Personnel Policies

ITEM AND RECOMMENDED ACTION:

Staff recommends that the City Council approve a resolution adopting additions and amendments to the city's personnel policies.

DISCUSSION:

Over the past year, city staff have worked on a number of revisions to the city's personnel policies.

These policies include new policies addressing romantic relationships between co-workers, the use of city vehicles, telecommuting, issuance and use of uniforms, and a new policy allowing for small employee recognition awards. Additionally, staff recommends amendments to the rules regarding the use of Paid Time Off to clarify that PTO cannot be used to extend a separation/retirement date, and an amendment to our incentive pay policy to remove language that was ineffective.

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. 2023.08.24 Final Policy Adoption Resolution for Adoption
2. 2023.08.24 Final Employee Romantic Relationship Policy for Adoption
3. 2023.08.24 Final Vehicle Use Policy for Adoption
4. 2023.08.24 Final Telecommuting Policy for Adoption
5. 2023.08.28 Final Uniform Policy for Adoption
6. 2023.09.12 Final PTO - Retirement Policy Amendment for Adoption
7. 2023.09.12 Final Incentive Policy Amendment for Adoption
8. 2023.09.12 Final Recognition Policy for Adoption

RESOLUTION NO. 23-[Category]

Policy Adoption Resolution

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

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

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

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

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

Section 1. Policy Adoption.

That the following policies attached hereto as exhibits are adopted:

<u>Description</u>	<u>Exhibit Number</u>
1. Adopting Personnel Policy Section 520 (Romantic Relationships)	1
2. Vehicle Use Policy	2
3. Adopting Personnel Policy Section 521 (Telecommuting)	3
4. Uniform Policy	4
5. Amendments to Personnel Policy Sections 801 & 813 (PTO Use at Retirement)	5
6. Amendments to Personnel Policy Section 411 (Incentive Pay)	6
7. Adopting Personnel	

Section 2. Repeal of Conflicting Policies.

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

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

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

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:

520 Employee Romantic Relationships

I. Purpose And Scope

The City of Post Falls strongly believes that a work environment where employees maintain clear boundaries between personal and business interactions is necessary for effective business operations. Additionally, the City strives to provide a safe and supportive work environment where employees are free from harassment and unwanted advances. This policy does not prevent the development or maintenance of romantic/sexual relationships between co-workers generally. However, it establishes boundaries regarding how relationships are conducted during working hours, at work facilities, and in any other setting that impacts workplace culture. As addressed below, romantic/sexual relationships involving a supervisor and subordinates are strongly disfavored and, in most cases, will not be allowed. This policy places additional limits on relationships where:

- An employee is in the direct line of supervision for another employee;
- An employee is employed in a position with access to sensitive information;
- One employee is in a position to impact the evaluation or compensation of the other; or
- Where the relationship otherwise creates the potential for mixed loyalties between the relationship and employment duties or creates workplace conflicts that negatively impact the work environment.

II. General Standards Of Conduct

Employees dating or engaging in any romantic/sexual relationship are to follow the following standards of conduct in addition to the City's Code of Ethics, and the City's anti-harassment and anti-discrimination policies.

- a. During work hours, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or impact productivity. This includes treating their partner as they would treat any other employee. Public displays of affection or sexual contact of any kind are inappropriate in the workplace. They are prohibited in the workplace (including city vehicles), whether during work hours or not.
- b. If the employees work on different shifts or at different locations, the employees are expected not to routinely visit the other employee at their workplace while they are working except for business-related activities.
- c. Employee off-duty conduct is generally considered private for so long as such conduct does not create issues within the workplace. However, employee conduct at work-sponsored social events still falls within this policy. In addition, if an employee's off-duty conduct impacts workplace culture or the ability of the employee's co-workers to perform their jobs, the conduct will no longer be regarded as private.
- d. Employees who allow personal relationships with co-workers to affect the work environment adversely are potentially subject to disciplinary action.

Exhibit 1 – Romantic Relationship Policy

e. While involved in the romantic/sexual relationship, and after it ends, none of the employees involved in the relationship may participate in any workplace decision-making processes that could affect the pay, promotion opportunities, hours, shift(s), performance reviews, or careers of the other employee(s) involved in the relationship.

f. If the romantic/sexual relationship ends, any employee previously involved in the relationship must not allow the end of the relationship to impact their job performance or productivity negatively and must maintain complete professionalism at work.

g. The City of Post Falls reserves the right to require further agreements with different or additional standards of conduct or documentation from employees engaged in a romantic/sexual relationship if deemed necessary by the City.

III. Relationships Involving A Supervisor

To maintain a workplace free from sexual harassment and to avoid workplace conflicts, supervisors are prohibited from dating or having romantic/sexual relationships with subordinate employees (employees that are in their direct line of supervision). If a supervisory employee and a subordinate are involved in a romantic/sexual relationship at the time this policy is implemented, or begins a relationship in violation of this policy, they are required to timely notify Human Resources and/or their department head about the relationship. The City will work with both employees to resolve the situation by moving one or both employees to a different department (if a position that the employee is qualified for is available), altering the organization chart, demoting the supervisor to a non-supervisory position, or taking other steps to resolve the workplace conflict. If, in the City's opinion, the City cannot adequately resolve the workplace conflict, one or all of the involved employees will be deemed to have resigned. An employee who does not cooperate with the City to resolve the conflict created by the relationship will be subject to discipline up to and including termination.

IV. Relationships Involving An Employee In A Sensitive Position

When an employee who is engaged in a workplace romantic/sexual relationship is employed in a sensitive position (defined as the Human Resources, Administration, Finance, and Legal Departments), additional restrictions may be necessary to prevent workplace conflicts or the appearance of such conflicts or where there is a perception by others that there is favoritism or bias in employment decisions affecting other employees.

If an employee in a sensitive position and another employee are involved in a romantic/sexual relationship at the time this policy is implemented, or begins a romantic/sexual relationship, they are required to timely notify Human Resources and/or their department head(s) about the relationship. The City will work with both employees to address the conflicts/potential conflicts created by the relationship by establishing a written performance plan to limit the ability of the employee to impact matters related to the employment of the other employee or their co-workers. Potential solutions may include alteration of work duties to screen the employee from involvement in issues related to their partner or their partner's co-workers, assignment to a different position or a different department (if a position that the employee is qualified for is available), or taking other steps to resolve the workplace conflict. Other employees impacted by the relationship may be

Exhibit 1 – Romantic Relationship Policy

notified of the requirements of the written performance plan to reassure the employees that steps have been taken to address any perceived bias or favoritism.

If, in the City's opinion, the City cannot adequately resolve the workplace conflict, the employees involved will be allowed to determine who will resign. An employee who does not cooperate with the City to resolve the conflict created by the relationship or who fails to abide by a written performance plan will be subject to discipline up to and including termination.

Where doubts exist as to the specific meaning of the terms used above, employees should make judgments based on this policy's overall spirit and intent.

Employees should address any concerns about the administration of this policy to the director of Human Resources. If the employee's concerns pertain to the Human Resources Department, the employee should address their concerns to the City Administrator or a City Attorney.



City of Post Falls Vehicle Use Policy

Version 2023.0

Approved by Post Falls City Council

Date: _____

1) PURPOSE

It is the policy of the City of Post Falls to provide a safe working environment that protects our employees, volunteers, and our citizens from injury and property loss. The city considers the use of vehicles part of the working environment and is committed to safe responsible employee driving behavior that reduces the risk of personal injury and property loss.

2) SCOPE

This Policy regulates the use of city vehicles by city employees and volunteers who are authorized to drive city vehicles. This policy also regulates the use of private vehicles for city related work functions.

3) SAFE AND COURTEOUS DRIVING REQUIRED

a. Safe/Courteous Driving and the Use of Seat Belts and Mobile Devices.

All drivers of city vehicles, as defined in [I.C. 49-123\(2\)](#), and all employees or volunteers driving private vehicles for city related work functions, must drive safely, legally, and courteously. This requirement includes complying with seatbelt laws and laws regulating the use of cell phones, computers, or other mobile devices. Police officers are exempt from this requirement to the extent authorized by policies of the Post Falls Police Department. Smoking or vaping in city vehicles is prohibited.

b. Impaired Driving.

The driver of a city vehicle, or of any other vehicle being used for city business, must not operate a vehicle when their ability to do so is impaired or influenced by; alcohol, illegal drugs or other illegal substances, prescribed or over-the-counter medication, or illness, fatigue, or injury. The employee or volunteer must report to their supervisor any reason that may affect their ability to drive safely.

c. Traffic Violations.

All fines and other penalties due to violations of the law by the driver are the personal responsibility of the driver of any city vehicle. These costs are not reimbursable by the city and must be paid promptly by the driver.

d. Accident or Theft Reporting.

In the event of an accident or theft of the vehicle, the driver should first check on the safety and welfare of all persons involved and seek immediate medical attention should it be required for themselves or others. If possible, move the vehicle to a safe location out of the way of traffic.

Drivers must have a police officer investigate any accident that involves a third party's property or where otherwise required by law. [I.C. 49-1305](#) currently requires accident reporting when the accident causes death, injury, or more than \$1,500 in damage to one person's property. This

will help ensure that the City of Post Falls is protected from unwarranted claims. Do not discuss fault with, or sign anything from anyone except for a police officer, a representative from the city's insurer or an authorized representative of the City of Post Falls.

Drivers must notify their supervisor as soon as possible of the accident and fill out the Loss Incident Report and submit it to their supervisor and the city clerk. Drivers must cooperate with the city and their insurer in managing any claims. Involvement in an accident may provide cause for drug or alcohol testing consistent with the city's adopting policies.

4) USE OF CITY VEHICLES

a. Authorization to Use City Vehicles/Driver's License Required.

Employees and volunteers may only operate a city vehicle if authorized by their supervisor. Employees and volunteers may not allow anyone else to operate a city vehicle. Each employee or volunteer authorized to operate a city vehicle are required to have a valid driver's license appropriate for the vehicle being operated, which may include a commercial driver's license (CDL) if required by law, currently [I.C. 49-123\(2\)\(d\)](#), to operate the vehicle. If an employee or volunteer who is authorized to drive a city vehicle has their driver's license suspended or revoked, the employee or volunteer must immediately notify their supervisor. At the time of the suspension or revocation, the employee or volunteer's vehicle-use privileges will be suspended until the employee or volunteer's driver's license has been fully restored without restriction.

b. Driver Evaluation.

Prior to authorizing an employee or volunteer to operate a city vehicle, the city may evaluate the employee or volunteer's driving record.

c. Use of City Vehicles.

City vehicles are to be used exclusively for the governmental functions of the City of Post Falls unless this policy explicitly authorizes incidental personal use of city vehicles. Additionally, a department head may, on a case by case basis, authorize incidental personal use of a city vehicle where there is a city governmental necessity that prevents the employee from using their private vehicle. City vehicles may not be used for secondary employment or for private business use.

d. Transporting Passengers in City Vehicles.

City vehicles may only be used to transport the following passengers:

- Other employees and volunteers;
- Independent contractors whose contract with the city requires the contractor to have workers compensation coverage;
- Employees of other public agencies insured through ICRMP;
- Participants in city recreation and similar programs;
- Persons participating in city "ride-along" programs who have signed a release of liability;

- Persons being transported to jail;
- Other persons where, in the judgement of the employee, the person's health or welfare are at risk.

However, a department head may authorize an employee to transport dependent family members where there is a city governmental necessity for this to occur such as an employee needing to drop off children at school before reporting to a work site where there is a need for the employee to respond quickly. The department head's approval must be in writing and the employee transporting family members must first sign a waiver of claims, which accepts responsibility for the associated risks and acknowledges that the city does not have insurance coverage covering their family member in the event of an accident.

e. Use of City Vehicles While On-Call.

Employees working assigned on-call duty with a defined response time may use a city vehicle to improve that response time. On-call employees are permitted to use the on-call vehicle for personal use outside of work hours and during lunch breaks. This includes errands within the local vicinity provided the defined response time is maintained. Employees may not use the city vehicle to haul materials or tow personal trailers. Transportation of family members may only be allowed where consistent with Section 4.d. of this policy provided that the required response time is maintained. Where an employee is authorized to take a vehicle home, personal use of the vehicle may be a taxable benefit.

f. Parking and Avoiding Public Criticism.

When not in use, vehicles should be legally parked in a safe location. City owned vehicles may not be used to visit locations or business that will subject the City to public criticism. This includes, but is not limited to bars, liquor stores, adult entertainment establishments, or marijuana retailers.

5) USE OF PERSONAL VEHICLES FOR CITY BUSINESS

Employees who drive their personal vehicles on city governmental functions are subject to the requirements of Section 3 of this policy. Additionally, the employee must maintain auto liability insurance meeting the minimum state limits because personal vehicles are not covered under the city's insurance policy. The employee must maintain the vehicle in a safe operating condition.

6) VEHICLE MAINTENANCE AND REPAIR

a. Responsibility for Vehicle Maintenance.

Each department is responsible for the day-to-day maintenance of each vehicle assigned to that department. If a city vehicle needs repair or maintenance, the vehicle should be taken to the City Fleet Division for repair. Details are described in the most current Fleet Procedures Handbook. If a vehicle is damaged, the fleet supervisor should be notified as soon as possible but no later than 48 hours after the damage is sustained.

b. Proof of Insurance.

The assigned department is responsible to ensure that the current insurance card is always kept in the vehicle.

c. Attendance at Training.

The assigned department is responsible to ensure that all employees who drive city vehicles attend vehicle safety and driving courses required by the city.

**ACKNOWLEDGMENT OF RECEIPT OF CITY OF POST FALLS VEHICLE USE
POLICY.**

I, _____ acknowledge receipt of the City of Post Falls Vehicle Use Policy, adopted on _____.

I understand that it is my responsibility to read and understand the contents of this Policy and that I am obligated to perform my work duties consistent with the provisions of this Policy and any additional rules, regulations, policies or procedures imposed by the department in which I work. I also understand that I am responsible to maintain any vehicle assigned to me in accordance with the fleet maintenance procedures and the procedures of my department.

DATED this _____ day of _____, 20____.

(Employee)

521 Telecommuting Policy

I. Purpose

The purpose of this policy is to provide the structure needed for effective implementation and operation of Telecommuting. Telecommuting refers to paid employment performed away from the Central Workplace at an Alternate Work Location for all or part of the work week. Telecommuting is generally disfavored; however, the City of Post Falls will consider limited Telecommuting arrangements where both the employee and the job are suited to such an arrangement. Telecommuting is not appropriate for all jobs, it is not entitlement, and it does not change the terms and conditions of employment with the City.

II. Definitions

- a. **Alternate Work Location:** An approved worksite other than the employee's Central Workplace where official city business is performed, including an employee's residence.
- b. **Central Workplace:** The principal place of work where employees normally perform their official city duties.
- c. **Telecommuter:** An employee who regularly works away from his or her Central Workplace, either at home or at another approved Alternate Work Location, for at least a portion of their work hours. This definition does not include employees who only occasionally work remotely or whose job function requires that a part of their work functions be conducted away from their Central Workplace.
- d. **Telecommuting:** A regular work practice that involves employees performing a portion of their typical work hours at an Alternate Work Location using technology to interact with others as needed to perform work tasks.
- e. **Telecommuting Agreement:** The written agreement between the City and a Telecommuter that details the terms and conditions of the Telecommuter's work and other work productivity while away from his or her Central Workplace. Telecommuting requires an approved Telecommuting Agreement.
- f. **Work Schedule:** The employee's hours of work in the Central Workplace and/or an Alternate Work Location.

III. General Requirements

- a. Although allowing flexibility in the workplace, this policy requires accountability to ensure that the Telecommuter completes all work in an efficient and measurable manner.

Exhibit 3 – Telecommuting Policy

- b. Telecommuting is not an employee right; its use rests at the discretion of the Telecommuter's Department Head, the City Administrator, and/or Human Resources. Telecommuting privileges can be terminated at any time without notice.
- c. The City may suspend or terminate a Telecommuting Agreement at any time based on, but not limited to, declining performance, violation of this Telecommuting policy, violation of the approved Telecommuting Agreement, or for the benefit of the city. An employee may terminate the Telecommuting Agreement at any time unless Telecommuting is a condition of employment.
- d. Telecommuters must spend at least fifty percent (50%) of their working hours at their Central Workplace. Human Resources and the City Administrator must approve Telecommuting Agreements if the Telecommuter will spend less than fifty percent of their working hours at their Central Workplace.
- e. If a Telecommuter transfers to a new position within the City, the Telecommuting privilege does not transfer with the employee.

IV. Eligibility

- a. Generally, employees must be employed with the City for at least six (6) months, and have a satisfactory performance record, before a Telecommunication Agreement will be considered.
- b. Before entering any Telecommuting Agreement, the employee, supervisor, and Department Director, with the assistance of the HR Department, and IT, will evaluate the suitability of such an arrangement using the following criteria prior to approving an employee to Telecommute:
 - i. Assessing the needs and work habits of the employee compared to traits customarily recognized as appropriate for successful Telecommuters.
 - ii. Determining if the job responsibilities are appropriate for Telecommuting. Work duties, such as assisting customers, should not be shifted to other employees. Examples of jobs that are unsuitable for Telecommuting include, supervisors, equipment operators, police officers, and customer service representatives.
 - iii. Evaluating equipment needs, workspace design considerations, and scheduling issues. The employee and Department Head must review the physical workspace needs and identify an appropriate Alternate Work Location. If additional city equipment is needed to allow the employee to Telecommute, a budget request must be submitted and approved before the Telecommuting can begin. The employee must provide a list of all expenses expected to be incurred by the employee to set up the Alternate Work Location, so the City is able to determine

Exhibit 3 – Telecommuting Policy

if the arrangement meets FLSA rules (see also section 6 of this policy, *IT Security and Equipment*).

- iv. Reviewing tax and other legal implications. The employee must determine any tax or legal implications under IRS, state, and local government laws, and/or restrictions of working remotely. Responsibility for fulfilling all obligations in this area rests solely with the employee. This includes taxes and legal implications created from working outside the State of Idaho if applicable.

V. Telecommuting Agreement

- a. If an employee is approved to telecommute, a Telecommuting Agreement will be prepared and signed which includes a specific plan for the Telecommuter. The Agreement serves solely to outline the conditions under which the Telecommuter is approved to Telecommute, it does not establish an employment contract or grant any additional rights to the Telecommuter.
- b. Telecommuting Agreements, at a minimum, will include the following:
 - i. The method for evaluating the Telecommuter's performance, including regular interaction by phone and email between the Telecommuter and the supervisor.
 - ii. Weekly meetings to discuss work progress and issues. Evaluation of Telecommuter performance will be consistent with that received by employees working at the Central Workplace in both content and frequency and will address completion of work objectives.
 - iii. An appropriate level of communication between the Telecommuter and supervisor will be agreed upon in the Telecommuting Agreement. The Telecommuter and supervisor will communicate at a level consistent with employees in the Central Workplace or in a manner and frequency that is appropriate for the job and the individuals involved, (it is strongly recommended that Telecommuter check in with their supervisor at the beginning and the end of their work period each day).

VI. Standards Of Conduct/Work Performance/Professionalism

- a. The Telecommuter must follow all City of Post Falls Personnel Policies. All interactions with supervisors, co-workers, and the public must be able to occur professionally. The Telecommuter must make every effort to limit outside interruptions and be aware of what is in the background during video or telephone conferencing. Outside distractions such as children, tv's, and pets should be minimized to the extent possible during live interactions. If distractions prevent effective interactions on a regular basis, the Telecommuting Agreement may be revised or ended.

Exhibit 3 – Telecommuting Policy

- b. Telecommuters must be available via phone and email during the same hours that the Telecommuter would be if working at their Central Workplace unless other arrangements are made in advance with the supervisor and/or Department Head.
- c. Telecommuters will not hold in-person business visits or meetings with professional colleagues, customers, or the public, at their Alternate Work Location.

VII. Time, Attendance, Work Schedules, And Overtime

- a. Telecommuter's compensation, benefits, work status, and work responsibilities will not change due to Telecommuting. Further, the amount of time that Telecommuters are expected to work per day or pay period will not change because they are Telecommuting. If Telecommuters are unable to work the complete telecommute day, commensurate leave for the hours not worked must be approved.
- b. Work Schedules for non-exempt Telecommuters must comply with the Fair Labor Standards Act and all applicable State and City rules. The Telecommuter is required to follow normal city procedures about requesting and approval of overtime, compensatory time, and leave. The number of days in a week that employees may Telecommute is at their Department Head's discretion provided that the requirements of this policy are met.
- c. The Telecommuter must be available for contact by their supervisor and/or Department Head and other contacts as necessary for the Telecommuter to do their job effectively. While Telecommuting, the Telecommuter is expected to report to their Alternate Work Location for work and must not travel outside of the area without specific approval from their supervisor. The Telecommuter must engage in active work in the same manner as if they were at their Central Workplace and work must not be shifted to other employees. Telecommuter's may be required to report to their Central Workplace at any time during working hours.
- d. Commute time between an approved Alternate Work Location and the Central Workplace is not considered work hours and is not compensable.
- e. When an employee applies to Telecommute, all outside employment must be disclosed. As required for all City employees, outside employment must be compatible with the role of the staff member as a public employee; not conflict with the best interest of the City or the employee's responsibilities or hours of work (See Idaho Code 67-2508); and not involve activities that would constitute a conflict of interest or have potential for a conflict of interest.
- f. Telecommuting is not to be viewed as a substitute for dependent care. Telecommuters with dependent care situations are encouraged to have alternative solutions for providing

Exhibit 3 – Telecommuting Policy

care during the agreed upon work hours. Dependent care situations must be disclosed in the Telecommuting application and will be reviewed on a case-by-case basis.

VIII. It Security And Equipment

- a. The Telecommuter must apply approved safeguards to protect city records from unauthorized disclosure or damage and will comply with all records and data privacy requirements set forth in local and state law.
- b. On a case-by-case basis, the City will determine, with information supplied by the employee and supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, and other office equipment) for each Telecommuting arrangement.
- c. Equipment supplied by the city may only be maintained by the city. Equipment supplied by the Telecommuter, if deemed appropriate by the city, will be maintained by the employee. The City accepts no responsibility for damage or repairs to employee-owned equipment. The City reserves the right to make determinations as to appropriate equipment, which is subject to change at any time. Equipment supplied by the City is to be used for city purposes only. The City will not reimburse the Telecommuter for any internet connection fees the Telecommuter pays for home internet availability. The Telecommuter will ensure their Alternate Work Location has the appropriate ability to allow for connection to city servers.
- d. The Telecommuter must sign an inventory of all City property received and agree to take appropriate action to protect items from damage or theft. Upon termination of employment or the Telecommuting Agreement, all City property must be returned to the City unless other arrangements have been made.
- e. The City will supply the Telecommuter appropriate office supplies (pens, paper, etc.) as deemed necessary. The City will not reimburse the Telecommuter for business-related expenses that are due to the employee working from an Alternate Work Location. The Telecommuter will establish an appropriate work environment at their Alternate Work Location. The City will not be responsible for costs associated with the setup.
- f. Telecommuters are expected to maintain their Alternate Work Location in a safe manner, free from safety hazards. Telecommuters are responsible for notifying their supervisor of any injuries sustained by the employee in an Alternate Work Location and in conjunction with their regular work duties and hours as soon as practicable. The Telecommuter agrees to complete provided injury paperwork as soon as practicable. The Telecommuter is liable for any injuries sustained by visitors to his or her Alternate Work Location.

Exhibit 4



City of Post Falls Uniforms Policy

Version 2023.0

Approved by Post Falls City Council

Date: _____

1) PURPOSE

This policy establishes the standards for purchasing and issuing uniforms to city employees.

2) APPEARANCE

Items purchased under this policy will be silk screened or embroidered with the city logo. Department heads, or an assigned supervisor, are authorized to determine the color of items to be purchased for each department.

3) OWNERSHIP OF UNIFORMS

Uniforms purchased by the City are the property of the City and must be returned upon the employee's separation of employment. The cost for uniforms, or other issues items, which are not returned upon separation from employment will be charged to employees at the current replacement cost. The cost may be deducted from the employee's final paycheck or the city may accept payment for the item(s). Each department is responsible for tracking all uniforms issued by that department.

The City may identify uniform vendor(s) from which employees can purchase additional approved items at their own expense. Uniforms purchased by employees are the property of the employee.

4) USE OF UNIFORMS

Uniform or other items issued under this policy may be worn to and from work but may not otherwise be worn when the employee is off duty.

5) ISSUING/REISSUING UNIFORMS

Employees will receive the allowed uniform items within a reasonable time after beginning employment. Uniforms will be reissued based on wear and tear. If an item is damaged beyond repair in the course of regular duty, it will be replaced as soon as possible. If uniforms are lost or damaged due to negligence of the employee, such as incorrect laundering, the employee will be responsible for the replacement cost of the uniform.

6) LAUNDERING

Sworn law enforcement officers will receive a \$150 yearly allowance to defray the costs of dry-cleaning wool uniforms. Mechanics coveralls will be laundered at the city's expense and laundry facilities are provided for use by wastewater employees. All other employees are required to launder and maintain their uniforms. **Stipends and laundering allowances are**

taxable under IRS regulations.

7) UNIFORM SERVICE

If a city division utilizes a uniform and laundry service, employees in that division are required to use the uniforms provided by that service. Duplicative uniform items that would otherwise be issued under this policy, will not be issued.

8) SAFETY ITEMS

Equipment that is required to safely perform work functions will be purchased by the City outside of this policy. However, these items are to be stored on city premises or in city vehicles when not in use. Each department will determine the needed equipment based upon current best practices and safety regulations for the type of work. Examples include, hard hats, welding shields, ear and eye protection, safety vests, chain saw and welding chaps, gloves and rubber boots. Where safety equipment cannot be safely, or hygienically, shared, it will be individually assigned.

9) SAFETY BOOTS

Certain employees working outdoors in operations or construction related positions are required to wear safety boots on the job. The boots must have a steel toe or similar safety feature which meets ANSI or ASTM standards. Such employees may request a stipend of \$150 annually to reimburse the cost of purchasing safety boots. To receive the stipend, the employee must submit a reimbursement request form and attach a copy of the receipt. The request must be approved by the department head and forwarded to payroll. The stipend will be included in the next scheduled paycheck.

10) UNIFORM ITEMS AND QUANTITIES TO BE ISSUED

Employees primarily working outdoors may request up to two baseball hats and one winter hat each year. Employees are responsible to launder hats to maintain a professional appearance.

The following estimated item quantities will be reissued within the specified timeframe. Department heads may authorize exceptions and approve reissuing uniform items more quickly than the specified reissue period.

a. Full Time Employees In Outdoor/Manual Positions

Public Works – Water, Wastewater, Streets, Facilities Maintenance

Park and Recreation - Park Workers, Cemetery

# Items	Description	Reissue Time
5	Summer shirt - short sleeved	Annually.
5	Winter shirt - long sleeved	Every 2nd year.

1	Winter coat	Every 3rd year.
2	Sweatshirt or light jacket	Every 6 months to year.
1	Insulated overalls (one pair)	Every 3rd year.
1	Rain gear	Every 3rd year.

b. Mechanics

Coveralls as needed (uniform and laundry service provided)

c. Full Time Employees In Office Positions

Public Works – Water, Wastewater, Streets, Facilities Maintenance

Park and Recreation - Park Workers, Cemetery

# Items	Description	Reissue Time
1	Shirt	Annually.
1	Sweatshirt or jacket	Every 2nd year.

d. Seasonal Summer Employees Outdoor/Manual Positions

Park/Cemetery Seasonal Public Works Seasonal

# Items	Description	Reissue Time
4	Summer shirt - short sleeve	Annually.
1	Sweatshirt	Annually.

Lifeguards

# Items	Description	Reissue Time
1	Swimsuit/trunks	Annually.
1	Jacket - as needed	Annually.
2	Summer shirt - short sleeve	Annually.
1	Sweatshirt	Annually.

Gym Supervisors

# Items	Description	Reissue Time
1	Summer shirt - short sleeve	As needed.

e. Engineering & Building Inspectors

# Items	Description	Reissue Time
1	Light weight jacket	Every 3rd year.
1	Winter coat	Every 3rd year.
7	Shirts	Annually.

1	Insulated coveralls	As needed.
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f. Police Officers -Patrol

# Items	Description	Reissue Time
2	Pants	As needed.
2	Short sleeved shirts	As needed.
2	Long sleeved shirts	As needed.
1	Jumpsuit - winter weight	As needed.
1	Jumpsuit – summer weight	As needed.
1	Safety jacket	As needed.
1	Light weight jacket	As needed.
1	Gloves	As needed.
1	Bullet proof vest	As needed.

g. Emergency Communication Officers

# Items	Description	Reissue Time
1	Light weight jacket	As needed.
1	Medium weight jacket	As needed.
3	Pants	As needed.
1	Long sleeve polo shirt	As needed.
3	Short sleeve polo shirts	As needed.
1	Long sleeve dress shirt	As needed.
1	Leather belt	As needed.
1	Badge	As needed.
1	Navy tie	As needed.
1	Tie tac	As needed.
1	Name tag	As needed.
1	Year of service pin	As needed.

h. Detectives

Detectives will receive a \$350 stipend annually at the beginning of each fiscal year for the purpose of purchasing clothing in lieu of a uniform.

Exhibit 5 – Amendments to Sections 801 & 813

801 Paid Time Off

B. PTO Uses:

PTO is used for scheduled absences following appropriate notification to the employer. Authorization requirements are outlined in Table F.1. Unscheduled absences may also qualify for the PTO benefit, provided that their unscheduled nature was unavoidable and not due to neglect or untruthfulness by an employee.

Employees are strongly encouraged to take 40 consecutive hours annually, but in any event must use a minimum of 40 nonconsecutive hours during the fiscal year. Employees who fail to use a minimum of forty hours of leave during a fiscal year may be subject to mandatory scheduling revisions. New employees having worked for the City for less than a year will not be subject to this requirement.

PTO may not be used to extend the employee's separation or retirement date. All unused PTO will be paid to the employee on their final paycheck along with any unused Compensatory Time.

813 Separation from Employment

Employees who have resigned their employment with proper notice or were laid off are eligible for rehire based on the same terms and conditions as other applicants.

I. Voluntary Separation Employees who voluntarily terminate their employment should give at least two weeks' notice to their supervisor in writing stating the reason for the resignation.

II. Job Abandonment

The City of Post of Falls expects employees to report for work on time for every scheduled shift. An employee who is unable to report to work at the designated time is required to notify his or her supervisor as soon as practicable but no later than the employee's scheduled start time. Employees who fail to report to work for three consecutive business days without notifying their supervisor of the absence will be considered as having voluntarily resigned as a result of job abandonment.

If the employee is unable to contact the City of Post of Falls for any absence, he or she should ask a representative (such as a family member or friend) to do so on the employee's behalf. If the employee or a representative is unable to contact the City of Post of Falls due to extreme circumstances (such as a medical emergency or natural disaster that prohibits the employee or his or her representative from contacting the City within three days), the employee or his or her representative must contact the City of Post of Falls as soon as practicable to explain the situation. In extreme circumstances, the employer will consider the explanation and its timing before determining if the voluntary resignation will be upheld.

Exhibit 5 – Amendments to Sections 801 & 813

- III. Employee Separation Through Reduction in Force or Re-organization:** From time to time, it may become necessary or desirable to reduce the workforce of the City to coincide with economic realities, changing needs of the community, changes in job functions or technology, reorganization resulting in the elimination or substantial modification of certain positions, or for other nonperformance-based reasons. The provisions of this section are not applicable to positions which are temporary or casual in nature.

The City reserves to itself the exclusive authority to adjust overall City employment or employment within the various departmental organizations in accord with budget choices, including those of departmental organization and staffing, sustained revenue flow or principles of sound financial management.

In addition, determinations made by the Mayor and City Council, or by Department Heads with concurrence of the City Administrator may, at any time, reorganize departments to better match employees' skills, number and abilities with organizational needs, technology and departmental mission. Such reorganization may eliminate one or more positions to improve the efficiency of the department or consolidate duties within positions. Department Heads must submit any such recommendations that would result in a reduction in force to the City Administrator for approval.

- IV. Reduction of Force Not Subject to Appeal.** Termination of employment as a consequence of reductions in force authorized by the mayor and city council or by the city administrator, however initiated or implemented, is not subject to appeal as otherwise provided by this policy. When a reduction in force is deemed appropriate, Department Heads may choose to retain employees whose performance, skills, and abilities best match department needs.

- V. Return of Equipment and Deletion of Computer Access** Employees must return all City property such as tools, safety equipment, keys, uniforms, etc. upon separation. Department Heads are responsible for notifying payroll of appropriate, authorized deductions for the non-return of City property upon separation. An employment termination checklist, or alternative acceptable documentation, should be signed by employee and supervisor and sent to payroll prior to the employee's last day to document the return of or payment for items.

The IT Administrator should be notified prior to an employee/computer user's separation and should assist the department with disabling the computer network access and terminating email and voice mail accounts and conducting an inventory of all hardware and software for which the terminating employee has been responsible.

- VI. Exit Interview, Final Paycheck, and Separation Benefits** Employees or supervisors shall arrange for an exit interview with Human Resources as close to their last day of employment as practicable. At that time employees will be advised of any possible benefit costs and options. Final paychecks will reflect all obligations owed by the City and offsets that are the responsibility of the departing employee. Employees who have participated in

Exhibit 5 – Amendments to Sections 801 & 813

the Public Employee Retirement System and the deferred compensation program may contact [PERSI](#) representatives regarding their retirement options.

VII. Use of PTO to Extend Separation Date The use of Paid Time-Off (PTO) to extend an employee's retirement or separation date is governed by Section 801.

Exhibit 6 – Amendments to Section 411

411 City of Post Falls Incentive Pay Policy

The City of Post Falls employee incentive policy allows for Department Heads, with the input of the Human Resources Director and Finance Director and the approval of the City Administrator, to offer monetary incentives to employees when they meet the following criteria in eligibility and incentive type. All incentive pay is dependent on available city and department budget capacity and is in addition to normal pay increases.

Eligibility:

To be eligible for the incentive payment, an employee:

- Must have been employed for six months.
- Must have a satisfactory year-end performance rating.

Types:

“Sign On” Incentive – Departments may offer sign on incentives in areas where the City is having difficulty attracting viable candidates for a category of approved positions. An example may be Street Maintenance Workers or Patrol Officers. These incentives would require Human Resources to sign off on the inability to attract qualified candidates and would require all other approvals listed in the policy. To be paid out at the end of six months of employment.

“Retention” Incentive – Departments may offer “retention” incentives in areas where the City is having difficulty with high turnover of employees for a category of approved positions. These incentives would require Human Resources to sign off on the high turnover issue and would require all other approvals listed in the policy.

“Hardship” Incentive – Departments may offer “Hardship” incentives to staff who have performed commendably throughout a prolonged period of difficult circumstances. Examples could include operating for months with short staff and mandatory overtime or working well outside a job description for an extended time to assist another workgroup where the work outside the job description has not been compensated through a different program such as special duty pay.

Procedures:

How to Calculate allowed incentive amount:

The incentive may be based on an hourly calculation or monthly calculation for a period of time in which the incentive is effective.

Maximum – the incentive can be no more than 15% of the employee’s annual pay.

“A la carte” Option – The City may offer “A la carte” incentives to full-time staff who have been employed for at least ~~one full year~~ six months. This incentive program is intended to assist employees with everyday cost of living expenditures or as a retention tool for employees considering retirement. Department Heads will determine the funding and the

Exhibit 6 – Amendments to Section 411

budgeted amount will be added to the employee's paycheck or 401K annually, as directed.
~~eligible reimbursement items annually and notify employees.~~

A la carte option per eligible employee:

- **Cash** payment for any eligible employee that completes a full year of work by September 30th (subject to PERSI and other applicable taxes)
- **Contribution** to 401K or 457 for any eligible employee that completes a full year of work by September 30th (tax deferred)
- ~~**Monthly Gift Card** that could be used for Gas and/or other household expenses~~

Note: Incentive Pay is provided at the discretion of the City of Post Falls and the City of Post Falls reserves the right to administer, modify, or terminate the plan with or without notice.

412 Employee Recognition and Rewards Program

Purpose:

To provide a Recognition and Rewards Program that acknowledges employees in the City's day-to-day operations; to promote team efforts and encourage a positive culture throughout the organization.

The City believes that every employee contributes to the goals and mission of the organization as staff interacts with other departments, citizens, and business community. The Employee Recognition and Rewards program may provide small appreciation awards to eligible employees that consistently exceed expectations.

Procedure:

A budget will be provided to Department Heads in October based on the number of employees supervised to allow for nominal purchase items such as gift cards, candy, or other small expenditures. These will also be subject to maximum amounts per individual.

The Department Head will determine the method and timing of recognition items and is responsible to develop and manage a recognition program that can be administered fairly and best fits the needs of their respective work groups.

Eligibility:

Current full time City employees that demonstrate exceptional performance in the following areas:

- Skillsets
- Mentoring/Encouraging Teamwork
- Customer Service
- Meeting/beating project timelines
- Recommend or implement budget savings ideas
- Research projects