



**CITY COUNCIL
MEETING AGENDA**

**April 19, 2022
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

Topic: Workforce Planning

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:

- a. Regional Housing and Growth Issues Partnership, Housing Availability and Affordability Study: Kiki Miller and Gynii Gilliam presenting.

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – April 5, 2022, City Council Meeting
- b. Payables – March 29, 2022 – April 11, 2022
- c. River City Mobile Home Park Commercial Subdivision Construction Improvement Agreement
- d. Frontage Improvement Waiver Request – 1511 N. Post Street
- e. Prairie Ave. and Spokane St. Phase 2 – Utility Construction Reimbursement Agreement with East Greenacres Irrigation District

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:

- a. Ponderosa Lift Station Bid Award to Strider Construction
- b. Additional Services Agreement for Ponderosa Lift Station Construction Management Services with T-O Engineers

4. NEW BUSINESS

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

ACTION ITEMS:

- a. Ordinance to Authorize the Issuance of Alcohol Permits Based on Zoning

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 ITEM (To enter into executive session only):

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”

Calendar of Meetings & Event

Apr 19	5:00 pm	<u>City Council Workshop – Workforce Planning</u>
Apr 19	6:00 pm	<u>City Council</u>
Apr 21	9:00 am	Urban Renewal Agency
Apr 26	6:00 pm	Parks and Recreation Commission
Apr 30	10:00 am	Community Recycle Day
May 3	6:00 pm	<u>City Council</u>
May 8		Mother’s Day
May 10	5:30 pm	Planning & Zoning Commission
May 17	5:00 pm	<u>City Council Workshop – FY2023 Budget</u>
May 17	6:00 pm	<u>City Council</u>
May 19	9:00 am	Urban Renewal Agency
May 24	6:00 pm	Parks and Recreation Commission
May 30		Memorial Day – City Business Offices Will Be Closed
June 7	5:00 pm	<u>City Council Workshop – Residential Mixed Zoning (RM)</u>
June 7	6:00 pm	<u>City Council</u>
June 10		Last Day of School
June 14	5:30 pm	Planning & Zoning Commission
June 14		Flag Day
June 16	9:00 am	Urban Renewal Agency
June 19		Father’s Day
June 21	5:00 pm	<u>City Council Workshop – FY2023 Budget</u>
June 21	6:00 pm	<u>City Council</u>
June 21		Summer Solstice
Jun 28	6:00 pm	Parks and Recreation Commission
July 4		4th of July – City Business Offices Will Be Closed
July 5	6:00 pm	<u>City Council</u>
July 8		Post Falls Festival
July 9		Post Falls Festival
July 10		Post Falls Festival
July 12	5:30 pm	Planning & Zoning Commission
July 19	5:00 pm	<u>City Council Workshop</u>
July 19	6:00 pm	<u>City Council</u>
July 21	9:00 am	Urban Renewal Agency
July 26	6:00 pm	Parks and Recreation Commission

Post Falls City Council Meeting

April 19th, 2022

Council Agenda Memorandum

TO: Mayor Ron Jacobson
Council President Kerri Thoreson
Councilors Josh Walker, Joe Malloy,
Nathan Ziegler, Lynn Borders, Kenny Shove
Legal Counsel Warren Wilson

FROM: Shelly Enderud, City Administrator

CC: Department Heads

5:00 Workshop: Workforce Planning

Ceremonies, Announcements, Appointments, Presentations

- a. Regional Housing and Growth Issues Partnership, Housing Availability and Affordability Study – Kiki Miller and Gynii Gilliam presenting

1. Consent Calendar

- c. River City Mobile Home Park Commercial Subdivision Construction Improvement Agreement – The Engineering Division requests approval of the CIA for the abovenamed project. The agreement sets forth the typical expectations and responsibilities of the City and the developer. If approved, the Mayor shall sign the documents.
- d. Frontage Improvement Waiver Request, 1511 North Post Street – City Engineer Bill Melvin recommends approval of the frontage improvement waiver at the abovementioned address. There are no existing improvements in the vicinity and the improvements would be better established as part of a larger project. Upon approval of the consent agenda, the waiver will be approved.
- e. Prairie Avenue and Spokane Street Phase 2: Utility Construction Reimbursement Agreement with East Greenacres Irrigation District – Assistant City Engineer Rob Palus requests approval of the Utility Construction Reimbursement Agreement. A portion of the contracted work that the City of Post Falls awarded for improvements along Prairie Avenue and Spokane Street is to construct water main improvements for the benefit of East Greenacres Irrigation District. This agreement identifies an estimated reimbursement of \$228,280 from East Greenacres Irrigation District to the City of Post Falls. Actual reimbursement will be based on the actual quantities of materials installed and the time spent for inspection and certification. If approved, the Mayor will sign the agreement.

2. Public Hearings

3. Unfinished Business

- a. Ponderosa Lift Station Bid Award to Strider Construction – Projects Division Manager Andrew Arbini requests approval to award the bid for the Ponderosa Lift Station to Strider Construction. The City received bids from two of the seven prequalified bidders. Strider Construction submitted the apparent low bid of \$2,814,154 for the project. Following review, T-O and City Staff recommend the award to Strider Construction. The Ponderosa Lift station services most of the eastern portion of Post Falls and was originally built in 1985. Improvements to the lift station were identified as a priority 1 project in the 2019 Wastewater Collection System Master Plan. During design of the project, T-O and the City determined that rehabilitation of the existing lift station was not feasible and recommended the full replacement of the facility. In addition to a new lift station, the project will also include emergency storage to be used in the event of a major equipment failure. Construction is anticipated to begin in Spring 2022 and be completed in early 2023. Total fiscal impact will be \$3,095,569, which includes a 10% contingency and will be funded from the Wastewater Replacement Fund. If approved, the Mayor shall sign the Notice of Award.
- b. Additional Services Agreement for Ponderosa Lift Station Construction Management Services with T-O Engineers – Projects Division Manager Andrew Arbini requests approval of the additional services agreement with T-O Engineers to extend the construction timeline for the Ponderosa Lift Station replacement project. An additional two months has been added to the construction window to mitigate current long lead times for pumps and electrical equipment. This agreement extends the contract with T-O for construction management during the additional period. The agreement also reflects a change in T-O Engineers' billing rate from 2021 to 2022. This contract, with all revisions, represents about 14% of the project cost which is well within the normal range. Funding will come from the Wastewater Replacement Fund and includes a 5% contingency. If approved, the Mayor will sign the agreement.

4. New Business

- a. Ordinance to Authorize the Issuance of Alcohol Permits Based on Zoning – City Attorney Warren Wilson presents an ordinance to allow staff to issue alcohol licenses for bars and taverns if the location complies with zoning requirements, in areas where previously the applicant would need to obtain city council approval for their location in addition to meeting zoning requirements. As churches move into non-traditional locations such as spaces in strip malls and other former commercial locations, this is becoming more of an issue. Once that church (or school) moves into that space, the owner of commercial space nearby can no longer rent or sell that space to a user hoping to open a bar or tavern even though the zoning code would allow it. Police, Planning, Legal, and Building Staff have reviewed the City's zoning map and determined that there is very little impact to existing churches and/or schools by allowing the licenses to be issued administratively. This change would streamline the permit issuance process for businesses and reduce staff time in processing requests. If approved, staff will bring a final ordinance for adoption at a future meeting.

Executive Session

No executive session is needed at the time of the writing of this memorandum; however, Council may reserve the right to conduct a session should it see the necessity.

MEMORANDUM:

TO: Mayor & Council

FROM: Shelly Enderud, City Administrator &
Teresa Benner, Human Resource Director

DATE: 04/14/2022

SUBJECT: Workforce Planning Workshop

Workforce planning is the systematic process for identifying and addressing the gaps between the workforce of today and the human capital needs of tomorrow. Sam Wolkenhauer, Regional Labor Economist, provided a presentation at the last Council workshop discussing the issues facing the City with the increasing service needs but diminishing workforce. Effective workforce planning helps to enable the city to align our resources better to provide a higher quality of service while ensuring we are planning for future needs. It also allows the city to better identify gaps in resources and needs. In identifying these needs, Department Heads also evaluate the competencies required from our workforce to provide these services. As services and technology changes, these competencies also need to change to reflect the continued high service levels.

At the city, Department Heads evaluate not only the services they are providing but also if the service level is being met with the current staffing structure. Current and future growth is a big piece of this evaluation. While there are some economies of scale and economies of size that are realized during this growth, there are also increased staffing needs (input hours) to continue providing services at the current service level. Some examples of prior savings include changes to utility meter reading, on-line payment options, on-line access to most city documents and applications for residents, on-line registration for Parks & Recreation, police car computers, and community development inspection reporting in the field. In looking at the growth vs. service needs, one of the struggles the city wrestles with is the fact the city is always over one year behind the growth. The property tax revenue is provided over a year after the actual growth period. When the City files the taxing documents this September for property taxes, it is based on last calendar year's growth and the funds will not be realized until January of next calendar year.

The city also struggles workforce hiring issues, especially in today's economic environment. There are several issues regarding the attraction of workforce in the current economic environment. Sam Wolkenhauer went over many of the reasons why we are seeing a shrinking workforce in the United States and especially in Kootenai County. Basically, more people are leaving the workforce than are coming into the workforce and for the next twenty years, this appears to be the trend when looking at the number of kids entering school. Also, specific to Kootenai County is the issue of seventy percent of our immigration being primarily individuals 65 years and older. Add to that the ability for some of the

residents to work remotely from larger areas and it creates a situation where service needs are increasing at a greater rate than workforce availability.

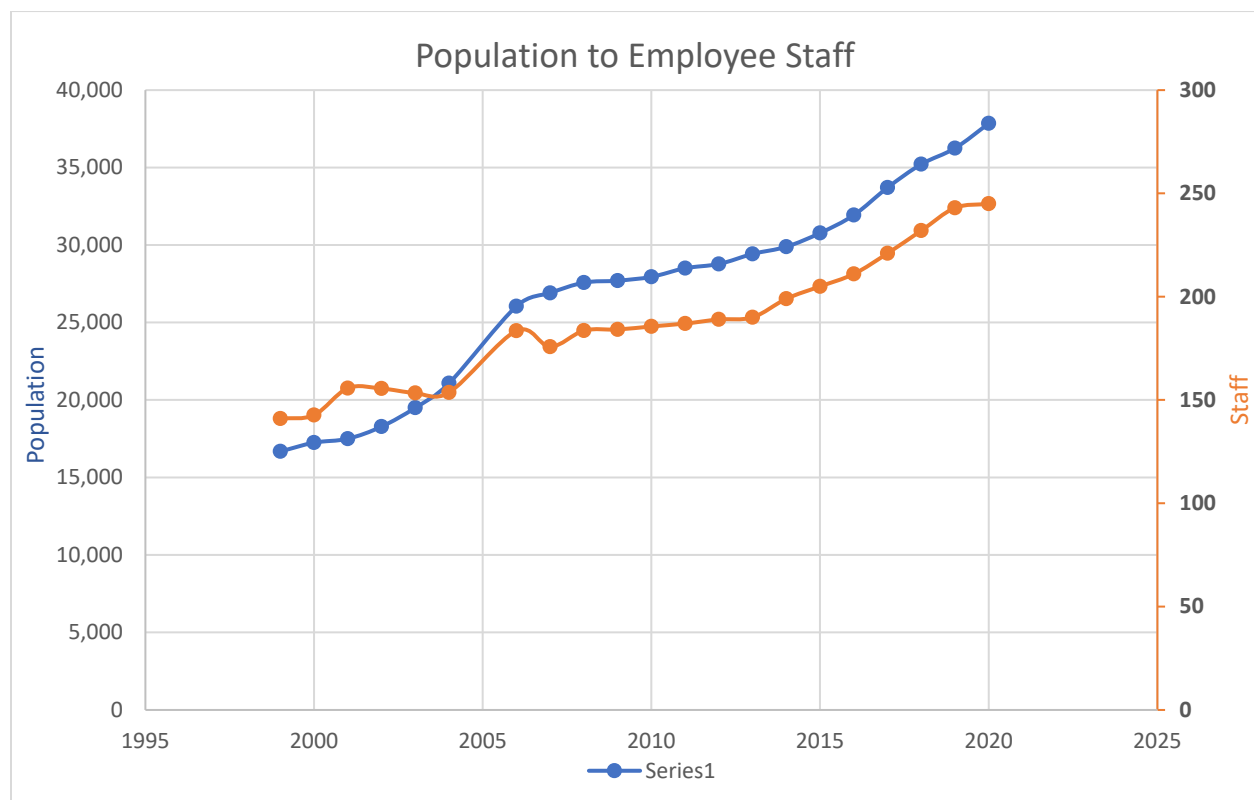
The city has always been fiscally conservative when we consider adding new staff and we have a strong “promotion from within” culture, but there are certain jobs that need mandatory education or specialized skillsets that require looking outside the organization to fill those gaps, especially with new technologies and rapid growth that require skilled coordination throughout the organization.

Up until 2005, we maintained good customer service levels relative to community growth and although we operated on a tight budget, we were generally able to keep up with City maintenance schedules and offer enrichment & sports programs to our citizens, because we had an acceptable balance of employees to citizenry.

In the last few years, we have started to fall behind on keeping up with employee to population ratios at a time when our current and potential workforce pool is changing.

To get an historic perspective on our staffing situation: here is an example that show staffing levels over the last 20 years compared to our population:

(Draft Example Only- these numbers include Part time employees as well)



Minimum Wage of \$7.25 hasn't moved since 2009 and 10 years ago, we were still able to hire counselors, rec officials and other part-time positions around that rate up to \$12.00/hr. Today, with critical workforce shortages present in every industry, a job seeker can secure positions in local service industries that start at \$15 and \$16 an hour.

In our immediate area, available workers with the needed skillsets are hard to find and hard to keep and there is a ground swell of experienced retirees heading out our doors that will need to be replaced over

the next 5 years. We have experienced significant turnover in many of our divisions, including the Emergency Communication Dispatch Unit which has resulted in tremendous overtime costs and burnout.

As of this month we have 12 full-time and multiple part-time open positions ranging from police to public works and parks and rec. We have several positions that opened before fiscal year 22 and for many of those jobs, we are going through multiple recruitment efforts and still trying to place new employees. The average cost per hire is around \$4700 but turnover itself is 3-4 times the position's salary.

Soft costs represent about 60% of turnover and include:

- DH & managers' time that takes away time from accomplishing the work at hand
 - Meeting potential candidates
 - Screening applications
 - Scheduling several rounds of interviews
 - Making final decisions
 - Onboarding processes

Rapid inflation has made it difficult for municipal agencies to provide wages commensurate with our local economy and complicates our ability to recruit local and out of area talent when private organizations prioritize the compensation and while municipalities could traditionally offer benefits that offset a much lower wage, more and more private companies are offering competitive benefit packages as well.

To address these immediate issues, we are looking at current service levels and considering different options that would provide more flexibility in hiring processes, scheduling, and training requirements to try and get people hired faster and up to speed more quickly without sacrificing quality service levels but the need to pay appropriately in the current environment is critical.

This workshop is the first in a series of four workshops that Department Heads will provide regarding workforce planning. At the next workshop, the Police Department and Parks Department will provide an overview of the current services and staffing levels in their departments. They will then provide an overview of their future projections of service needs and staffing levels.

During these presentations, two future projection scenarios will be provided for the department. The first scenario depicts a workforce level that is similar to the level of workforce that is provided today. Over the last decade, the workforce level has continued to decline, creating a scenario where some service levels have fallen. This scenario includes some of the challenges with this decreased workforce level and challenges faced by departments with inadequate staffing levels for the full-service demands.

The second scenario depicts a workforce that would provide an increased workforce level for a higher-quality level of service that includes additional aspects of those duties, reducing liabilities and additional maintenance of city infrastructure. This scenario attempts to address the additional demands being seen by citizens, both in the way of services and in the way of transparency and communication.

In looking at these scenarios, Department Heads balance the impacts of inadequate staffing with the necessary resources to provide adequate staffing levels. Some of the challenges we experience is the limit number of revenues that cities have available to fund their services. The General Fund is primarily funded through property taxes, state pass through taxes (gas, sales, and liquor), franchise fees and fees

for services. These revenues and increases in the revenues do not necessarily correlate to the increase in costs of providing additional staffing to cover the need for additional services as the city grows. Most recently, the legislature passed new regulations that limit the new growth allowance on property taxes at 90% for new construction and 80% for Urban Renewal District new growth closures. This creates an additional gap in revenue vs. service needs. Staff will provide a future workshop on city revenues in more detail this Fall.

Some of the impacts of inadequate staffing considered include:

- Employee turnover
- Deferred maintenance
- Loss of productivity
- Employee stress and dissatisfaction, physical exhaustion
- Customer dissatisfaction
- Reduced revenues
- Increasing the risks of errors and accidents
- Team process disruption
- Higher payroll for temporary staffing at premium rates
- Overtime increases
- Inefficiencies caused by loss of historical knowledge
- Inadequate time for future planning/improvements

In summary, the city has done an excellent job of “making things work” with limited revenue sources over the last decade. In our current capacity, with the issues behind the pandemic, the issues with workforce attraction, supply chain issues and the increase in service demand, there are items not being completed at the most effective/efficient level. Staff is having to prioritize workloads and defer some items to continue to meet the daily demands of the city. While there is hope that some of these challenges will start to settle over the next few years, we know the workforce attraction/retention issues will not be quickly or easily resolved. Also, we are seeing a change in the type of services demanded by our changing community. During these workshops, Department Heads will review some of these changes during their presentations. Some quick examples would be snow plowing (especially snow berms in driveways), additional recreational opportunities, higher level of parks infrastructure, increase in camp program safety/agenda, pedestrian and biking opportunities and safety, community policing levels, etc.

We look forward to these Workforce Planning workshops and providing additional details on how staff plans for our future workforce and the future recommendations of staff for changes to our workforce, both in numbers of staff and in the wages and benefits offered to compete in our local market.



**CITY COUNCIL
MEETING MINUTES**

**April 5, 2022
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

ROLL CALL OF CITY COUNCIL MEMBERS

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

Topic: Economic Forecast – Sam Wolkenhauer, Idaho Department of Labor gave an overview of the economic issues in 2022 facing the State of Idaho and the world.

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

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

- a. Corbin Park was voted North Idaho Best Disc Golf Course by the Inlander’s Best of 2022. Congratulations to our Parks Department for the recognition of their hard work, and thanks to everyone that voted.
- b. The annual Easter Egg Hunt Extravaganza is Saturday, April 16th at Q’emiln Park. This free event for children, will be split into 6 age divisions, from toddlers to 11 years old. The first age division starts at 1pm. Children are encouraged to bring their own baskets for collecting eggs.
- c. Proclamation – Fair Housing Month
- d. Proclamation – Telecommunicators Week

AMENDMENTS TO THE AGENDA

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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 – March 15, 2022, City Council Meeting
- b. Payables – March 8, 2022 – March 28, 2022
- c. Angel Clark Development Agreement and Reasoned Decision
- d. Crown Pointe Regrading-Masuen Consulting Design Contract
- e. Hughes Annexation Legislative Decision of Denial
- f. IT Department Request to Dispose of Computers
- g. Pretreatment Sampling Agreement with Burly Products
- h. Purchase Order with K&N for Water Reclamation Facility Gearbox Rebuild
- i. Parks Department Request to Surplus Fencing and Concrete Blocks
- j. River City Center Subdivision Master Development Agreement
- k. Nicholson Commercial Center Subdivision Plat Application
- l. Purchase of Britespan Covered Storage Building by the Street Department
- m. Prairie Avenue & Idaho Street Roundabout – City’s share of Cost
- n. Stockwell Annexation Reasoned Decision
- o. E-Z Frame Commercial Project Construction Improvement Agreement
- p. Prairie Avenue Grant of Right-of-Way for Lassan Annexation Correction

Motion by Malloy to approve the Consent Calendar as presented.

Second by Borders.

Vote: Thoreson-Aye, Walker-Aye, Borders-Aye, Ziegler-Aye, Malloy-Aye, Shove-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. Title 18 Housekeeping Ordinance Text Amendment TA-0001-2022

Public Hearing Opened at 6:07 pm.

Staff/Applicant Report

Jon Manley, Planning Manager presenting: The proposed changes would

- Establish setbacks for the Public Reserve Zone.
- Update RV to Special Use Permit in Industrial Zones.
- Allow fences to be taller than 6’ for sports recreation facilities.

- Residential driveway width not to be narrow than the approaches width in Title 12.
- Building entrances must be clearly visible and oriented to face the public street.
- Update ADA parking stalls to match other parking requirements. Modify 20' to 18' stall length. Also update one-way 45-degree dimensions.
- Single tax parcels of less than ½ acre being developed with a single, two, or three family dwellings are exempt from applying the buffer.

Testimony

In Favor - None

Neutral – None

In Opposition – None

Public Hearing closed at 6:16 pm.

Discussion

Motion by Malloy to approve the Title 18 Housekeeping Ordinance Text Amendment TA-0001-2022 to include the amendment that was in the slideshow.

Second by Borders.

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

Motion Carried

- b. Title 18 Alternative Compliance Ordinance TA-0003-2022

Public Hearing opened at 6:17 pm.

Staff/Applicant Report

Jon Manley, Planning Manager presenting: The requested action is to review and approve the requested amendment to the Title 18 allowing for alternative compliance measure in PFMC for twin homes.

Alternative compliances are allowed only when one or more of the following conditions exist:

1. Topography, soil, vegetation, or other site conditions are such that full compliance is impossible or impractical.
2. The site involves space limitations or an unusually shaped lot.
3. Safety considerations make alternative compliance desirable.
4. Other regulatory agencies or departments having jurisdiction are requiring design standards that conflict with the requirements of this title.
5. The proposed design includes innovative design features or architectural and/or site designs that promote walkable and mixed-use neighborhoods.
6. Additional environmental quality improvements would result from the alternative compliance.

The Zoning Administrator will evaluate whether the application meets the following standards and provide the applicant a written decision explaining the basis for the decision.

1. Strict adherence or application of the requirements are not feasible; or
2. The alternative compliance provides an equal or superior means for meeting the requirements; and
3. The alternative means will not be materially detrimental to the public welfare or impair the intended uses and character of surrounding properties.

Mayor: So, you are trying to make the development that has been approved or the density that has been approved more usable or attainable. That is not going to increase the density in those areas, correct?

Manley: No, it is not increasing the density. It will allow flexibility for staff.

Testimony

In Favor - None

Neutral – None

In Opposition – None

Public Hearing closed at 6:30 pm.

Discussion

Malloy: I do not see it as any great change. It allows for better design.

**Motion by Malloy to approve the Title 18 Alternative Compliance Ordinance TA-0003-2022.
Second by Borders.**

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

Council took a break from 6:30 pm to 6:35 pm.

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

a. Water Reclamation Facility Tertiary Improvements Change Order with Sletten Construction Andrew Arbini, Project Division Manager and John Beacham, Public Works Director presenting: In June 2020, the City and JUB opened bids to construct the Tertiary Improvements at the Water Reclamation Facility (WRF). The City awarded the contract to Sletten Construction and work on the project commenced in September 2020. This project will construct the necessary upgrades to meet the compliance schedule outlined in the City's 2014 discharge permit. In spring of 2021, significant cost increases in electrical equipment, specifically the sudden increase in wire prices spurred Colvico, Inc to propose an alternate design for the primary power feed. Design iterations by the City's consultants JUB and AEI, resulted in operational benefits and eliminating a complicated plant-wide electrical shut down and extended operation on temporary power as part of the original bid design. Instead of a secondary feeder running across the WRF, the plan will provide a second primary feed from Avista and the necessary switchgear and backup generation. This change meets the requirements for the current and future expansions of the WRF and provides some financial negotiated a change order to incorporate the electrical changes as described in the supporting documents. The City and JUB Engineers are evaluating the overall impacts of this change and others to the project schedule and continue to receive updates on market conditions and impacts to the project schedule. The city anticipates an adjustment to the project completion date with Sletten

Construction pending updated schedule information. A formal change would occur as a separate change order and accompany an additional services agreement with the City's design consultant JUB to capture changes to the project's construction schedule. Staff is requesting approval for the change order to install the alternate electrical power feed as outlined in the attachments. Council approval is requested in the amount of \$459,954.55. Funding for this work will come from the City's Water Reclamation Tertiary Improvements project budget, specifically from the Council approved construction contingency for the project.

Mayor: How certain are we that they are not going to come back with another unforeseen cost increase? If this is approved will this put the city in as good or a better position than what was previously approved?

Beacham: We will be in a better position with more back up generation available and sets up for expansion on the east side. Exculpation is not in the contract. It is the burden of the contractor to manage.

Walker: Between award and now is there any reason why they did not but the materials when the prices were lower and get the material on site? Is there a cost credit back to lower the price?

Beacham: There is a cost credit.

Malloy: Price and lead time increases snuck up on us all.

Beacham: In hindsight everybody wishes the material has been locked in.

Thoreson: What is the deadline to have this project completed?

Beacham: November 30th, 2022.

Malloy: The cornerstone in civilized society is keeping human waste far away from human activity, so being able to gain some extra redundancy is good.

Motion by Malloy to approve the Water Reclamation Facility Tertiary Improvements Change Order with Sletten Construction.

Second by Borders.

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

b. American Rescue Plan Act (ARPA) Decision on Funds

Malloy: I have been unable to find any court cases related to ARPA where the federal government is listed as the plaintiff. That doesn't mean it won't or can't happen, but it hasn't happened to date. On the other hand, thus far, 17 states have sued the federal government regarding the restriction contained within ARPA prohibiting states from spending the funds to "directly or indirectly" offset tax cuts. These states claim that the Tax Mandate exceeded Congressional authority under the Spending Clause of the US Constitution. In doing so, the states argued that the Tax Mandate is unconstitutionally coercive because the amount of funding is so large that they have no choice but accept the restrictions of the mandate. The states also alleged that the mandate is unconstitutionally ambiguous because it contains no explanation as to how Treasury will determine whether a state had offset any tax cuts with ARPA funds. Federal District courts in Kentucky, Ohio, and Alabama ruled in favor of the states. These cases are currently in front of the 6th Circuit Federal Court of Appeals. Federal District Courts in Arizona and Missouri found in favor of the federal government on the basis that the plaintiff states lacked standing to bring the lawsuits. In any case, while Post Falls has not raised taxes in over a decade, Post Falls has not cut taxes, either so we are in no danger of violating this provision of ARPA, which three federal courts have determined is unconstitutional and unenforceable. Councilor Malloy went over all the Executive Orders and pointed out how they do not apply to the City of Post Falls. Long story longer, aside from restrictions as to how the money is spent, and the requirement for basic and normal reporting as to how and when money was spent, I

have been unable to find any unambiguous directives binding the city to any temporary or ongoing obligations related to COVID-19. There is plenty of ambiguous language in the Final Rule, but historical and recent judicial precedents render the risk of ambiguous language becoming imminent and unambiguous tyranny almost nil. Having said all that, I believe ARPA is a terrible piece of legislation and should never have been passed in the first place. It is contributing to the rapidly rising inflation we are currently suffering, and further binds every American to repay the debt created by this Act. Unfortunately, the \$350 billion distributed by ARPA has already been printed, and every one of us is already bound to service that debt. It is going to be spent, whether we elect to spend any of it in Post Falls or not. The Federal government has essentially stolen money from all of us and our descendants, and they're offering to give some of it back to the people of Post Falls in the form of funding for pre-planned and ongoing infrastructure improvements. While it doesn't make the theft any less unethical, it would be foolish not to recover some of the money stolen. I don't like it, but I'm not going to cut off my nose to spite my face.

Thoreson: I appreciate the work you did on this. I appreciate the due diligence of our City Administrator and City Attorney throughout the process as well as the passion and dedication of the public on both sides of the issue. When it comes down to it, the proposed projects have benefit and merit to the citizens of Post Falls. I would fail in my job here in the Council if I did not vote to accept the ARPA funds. It doesn't mean I have to like it.

Shove: There is a lot of fear people have with this. The problem I have with it is a matter of principal. We agree that ARPA is a bad idea. So, for us to go along with it is giving them more power to do it in the future. It would be beneficial to the city, the projects presented are great. I just see that it is giving more power to the Federal Government and tying us more to them.

Ziegler: This is a heated topic. My conclusion on it is more on principal. I think unethical is unethical and that is where I stand.

Mayor: My past career, I dealt with the CARES Act from the Trump Administration and watched how things were missed managed. We are here to represent the citizens and taxpayers of Post Falls. We are paying for it anyway. The Treasury would allocate it out to somebody else. Since we are paying for it, we will put it to use in Post Falls.

Motion by Thoreson to accept the American Rescue Plan Act (ARPA) Funds.

Second by Malloy.

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

The vote is tied. The Mayor will vote.

Mayor-Aye

Motion Carried

c. Ordinance – Angel Clark Zone Change

Motion by Borders to place the proposed Ordinance Angle Clark Zone Change on its first and only reading by title only while under suspension of the rules.

Second by Malloy.

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

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR CHANGE IN ZONING CLASSIFICATION FOR THE LAND DESCRIBED IN SECTION 1 OF THIS ORDINANCE FROM SINGLE-FAMILY RESIDENTIAL (r-1) TO COMMUNITY COMMERCIAL MIXED (CCM) ZONING DISTRICT. PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP TO REFLECT THIS CHANGE; PROVIDING

THAT ALL PRIOR ZONES APPLICABLE TO LANDS DESCRIBED IN SECTION 1 ARE HEREBY SUPERSEDED; AND PROVIDING AN EFFECTIVE DATE

Motion by Borders to approve Ordinance Angle Clark Zone Change, and to direct the Clerk to assign the appropriate ordinance number, and that it be published by summary only.

Second by Malloy.

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

Motion Carried

d. Ordinance – Parking Code Update

Motion by Borders to place the proposed Ordinance Parking Code Update 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, Malloy-Aye, Ziegler-Aye, Walker-Aye

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, PROVIDING FOR REPEAL AND REPLACEMENT OF CITY CODE TITLE 10 CHAPTER 20 REGARDING PARKING; AMENDING SECTION 10.40.010 OF CITY CODE TO REMOVE PARKING REGULATION; PROVIDING FOR PROVIDING THAT EMANING 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 Borders to approve Ordinance Parking Code Update, and to direct the Clerk to assign the appropriate ordinance number, and that it be published by summary only.

Second by Ziegler.

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

Motion Carried

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. Corbin Lift Station, Engineering Services Contract with Welch Comer Engineers Andrew Arbin, Project Division Manager presenting: The 2019 Collections Master Plan identifies improvements at the Corbin lift station to improve reliability and to accommodate increasing flows. The Corbin lift station was constructed in 1987 and has received minor upgrades in recent years to improve operability and remote communications to monitor activity at the facility. However, the existing lift station requires modernization to meet the long-term operational needs of the collection basin it serves. The design will replace the existing facility and add a new control building, odor control improvements and construct new overflow storage adjacent to the existing facility. The City and adjacent property owner are negotiating a purchase of additional property to accommodate the new facility and will include a temporary easement for materials staging access during the construction of the facility. This agreement will be presented to City Council for approval at a future

date. Considering the current economic conditions and disruptions in the supply chain, the City and Welch Comer have identified long-lead equipment items specific to the Corbin lift station project. This agreement includes a task item to specify and pre-purchase 3 critical pieces of equipment prior to construction bidding. The equipment identified to-date includes pumps, generator, and the Motor Control Center (MCC). The project schedule anticipates design completion and advertisement for bid in late 2022 with project construction occurring in 2023.

Mayor: I am pleased to see that it is something that was budgeted for and has been planned for.

Motion by Malloy to approve the Corbin Lift Station Engineering Services Contract with Welch Comer Engineers.

Second by Walker.

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

Motion Carried

b. Purchasing Cards

Jason Faulkner, Finance Director presenting: The City is currently with Wells Fargo for purchasing cards. Purchasing cards are issued to City employees that are authorized by their department head to make purchases on the City's behalf and at the employees' convenience while traveling. Currently, there are approximately 150 purchasing cards issued to City employees. US Bank has currently been awarded the State of Idaho contract from Bank of America. As part of the State contract, the City of Post Falls can "piggyback" on the contract and receive the same benefit as the State of Idaho. US Bank has been very enthusiastic in Finance staff discussions to transition City business from Wells Fargo to US Bank for purchasing cards. The service doesn't cost the city a specified amount however, these companies make money in the city using these purchasing cards. Although the monthly spend of approximately \$30K isn't much when compared to the State of Idaho, City of Boise, or Ada County, the city could benefit from the same rebate program that is offered. In addition, US Bank is excited to partner with the City of Post Falls and in comparison, our current purchasing card provider hasn't made contact in ever a year.

Mayor: Will this increase the work in your department?

Faulkner: It will be the same.

Motion by Thoreson to approve the purchasing card switch.

Second by Borders.

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

Motion Carried

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.

Howard Burns (Post Falls) spoke about Public Hearing notices and signage. Also wanted to know more about the proposed development going in between Coeur d' Alene and Post Falls.

Shelly Enderud, City Administrator said that until the Huetter Bypass is settled the developer will not start talks with Post Falls.

William Lee (CdA) did not agree with how our agenda are organized.

Bob Flowers (Post Falls) believes that the RM zoning should be dropped.

Kendra Martin (Naples) said that staff needs to show respect to the citizens that get up to speak.

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. Impact Fee Report

Jon Manley, Planning Manager presenting: Impact fees are payments required by local governments of new development for the purpose of providing new or expanded public capital facilities required to serve the community and new developments. The fees are used to shift the cost of financing public facilities from the general taxpayer. A development impact fee report is a requirement for every governmental entity that collects impact fees. Development impact fees shall not be used for any purpose other than system improvement costs to create additional improvements to serve new growth. Collected development impact fees must be expended within eight years from the date they were collected, on a first-in, first-out basis. A governmental entity may hold the fees for longer than eight years if it identifies, in writing:

- A reasonable cause why the fees should be held longer than eight years; and
- An anticipated date by which the fees will be expended but in no event greater than eleven years from the date they were collected.

The date in the Development Impact Fee Report 2021 reflects beginning balances, impact fees collected, other revenues, expenditures, interest, fund totals, and the roads, parks and public safety projects that received impact fees during FY2021. In FY2021, approximately \$3,045,364 were collected in impact fees and \$1,851,720 of impact fees were spent on roads, parks, and public safety projects to assist with mitigating growth in the community.

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: Today was the first meeting for the selection panel for the President for North Idaho College. The ground rules and process were set. The goal is to bring forth four to five candidates.

Thoreson: I want to applaud Michael Kirby in the IT Department. I was having problems getting into my email with the new security. He was professional, prompt, and kind helping me.

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 ITEM (To enter into executive session only):

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

Motion by Thoreson to enter into Executive Session pursuant to Idaho code 74-206(1)(f), to communicate with legal counsel for the public agency to discuss the legal ramifications of

and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated, further that no action will be taken during the session and the session will last approximately 15 minutes.

Second by Malloy.

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

Entered Executive Session at 8:00 pm.

Exited Executive Session at 8:06 pm.

RETURN TO REGULAR SESSION

ADJOURNMENT 8:07 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, Nathan Ziegler, Joe Malloy, Josh Walker, 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"

Post Falls Check Approval



City of Post Falls

Packet: APPKT09313 - Check Run 4.20.22
 Vendor Set: 01 - Vendor Set 01

Check Date: 4/13/2022

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN13465	BLUEPLANK LLC				
APMWB	Check	BOND RELEASE - 1	BOND RELEASE - 12077 W. MOOREFIELD	001-22115	2,000.00
VEN08624	HALLMARK HOMES				
APMWB	Check	BOND RELEASE - 1	BOND RELEASE - 1345 W. WHEATLAND	001-22115	2,000.00
VEN07931	HAYDEN HOMES				
APMWB	Check	BOND RELEASE - 3	BOND RELEASE - 3516 N. MILA	001-22115	2,000.00
S562	Steel Structures America, Inc.				
APMWB	Check	BOND RELEASE - 1	BOND RELEASE - 1646 N. SILO	001-22115	2,000.00
		BOND RELEASE - 1	BOND RELEASE - 1622 N. SILO	001-22115	2,000.00
VEN12718	VIKING CONSTRUCTION				
APMWB	Check	BOND RELEASE - 2	BOND RELEASE - 2190 N. VIKING LOOP	001-22115	2,000.00
Balance Sheet Accounts Total:					12,000.00
Dept: 411 Mayor & Council					
H001	H & H Business Systems, Inc.				
APMWB	Check	AR232938	Admin Mayor Clerk & HR Copier	001-411.0000.66050	24.09
Dept 411 Total:					24.09
Dept: 412 Information Systems					
C140	CDW Government Inc.				
APMWB	Check	V149519	Cisco Duo Security Standard 2FA	001-412.0000.66014	5,189.25
Dept 412 Total:					5,189.25
Dept: 413 General Services					
H001	H & H Business Systems, Inc.				
APMWB	Check	AR232938	Admin Mayor Clerk & HR Copier	001-413.0000.66050	32.09
Dept 413 Total:					32.09
Dept: 414 Finance					
VEN14240	ACRAnet- CBS Branch				
APMWB	Check	19889	Employment and credit verification for Olivia G	001-414.0000.62080	59.00
A4280	Anderson Bros. CPA's				
APMWB	Check	6633A	Audit Progress Billing	001-414.0000.62091	1,748.72
P4835	ProPrint				
APMWB	Check	60892	Envelopes- Finance	001-414.0000.63060	73.00
VEN02035	Staples, Inc				
APMWB	Check	3504458123	Office Supplies-Finance	001-414.0000.63060	59.74
VEN13324	Thales Consulting Inc				
APMWB	Check	2870	Annual Report TRS Annual Services	001-414.0000.62040	4,000.00
Dept 414 Total:					5,940.46
Dept: 415 City Clerk					
H001	H & H Business Systems, Inc.				
APMWB	Check	AR232938	Admin Mayor Clerk & HR Copier	001-415.0000.66050	16.05
Dept 415 Total:					16.05
Dept: 418 Human Resources					
H001	H & H Business Systems, Inc.				
APMWB	Check	AR232938	Admin Mayor Clerk & HR Copier	001-418.0000.66050	32.09
Dept 418 Total:					32.09
Dept: 421 Police					

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
A017	A-Tec, Inc.				
APMWB	Check	5702	Building camera repair	001-421.0000.68010	174.00
A550	Audiology Research Associates				
APMWB	Check	72233	New employee hearing test - Dowd	001-421.0000.62060	26.00
B0690	Batteries Plus				
APMWB	Check	P49965152	Battery tender	001-421.0000.67090	74.20
		P49964759	P49964759	001-421.0000.67100	208.24
		P49964848	Motorcycle battery - PFPD9	001-421.0000.67100	203.30
VEN01301	Bratwear				
APMWB	Check	202203SU018	Jumpsuit - Harrison	001-421.4000.72000	514.50
C05100	Car Wash Plazas, Inc				
APMWB	Check	4803	Police fleet car washes	001-421.0000.67170	100.00
C140	CDW Government Inc.				
APMWB	Check	V005668	Surface cover	001-421.0000.66041	428.00
		S491125	Replacement computers Admin	001-421.0000.66044	6,683.96
C210	City of Post Falls				
APMWB	Check	INV0141058	28-0589-00	001-421.0000.65004	235.37
C220	Coleman Oil Co				
APMWB	Check	CL55030	Animal safety fuel - 427 - \$222.84 Patrol fuel -	001-421.0000.64030	7,519.51
C410	Country Lock & Key, Inc.				
APMWB	Check	9218	Rekeying of Evidence room door	001-421.0000.68010	132.95
C4106	CPS				
APMWB	Check	SOP54589	Dispatch applicant testing materials	001-421.0000.64020	533.50
		TRRTN44428	Credit for return of testing materials	001-421.0000.64020	-35.00
VEN14574	Debbz Upholstery LLC				
APMWB	Check	994546	Seat upholstery repair - PFPD98	001-421.0000.67170	145.00
D070	Dell Marketing LP				
APMWB	Check	10569346241	PD replacement computers Sgts and Detective	001-421.0000.66044	16,475.03
D102	DMS				
APMWB	Check	2022-0331	Website update/maintenance	001-421.0000.66043	1,000.00
VEN04638	George Gee				
APMWB	Check	144215	Misc parts/wiring PFPD121	001-421.0000.67100	476.88
		143915	Misc parts/wiring for PFPD123	001-421.0000.67100	704.73
H001	H & H Business Systems, Inc.				
APMWB	Check	AR232936	April Copier W915P200786	001-421.0000.66042	5.78
VEN13191	Intermax Networks				
APMWB	Check	188521	Fiber connection to County	001-421.0000.62040	475.00
VEN09941	Jacque Panza				
APMWB	Check	040822	Chaplain stipend for February and March	001-421.0000.62370	100.00
VEN07726	Jon Dekeles				
APMWB	Check	040822	Chaplain stipend for February and March	001-421.0000.62370	100.00
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	5507232	Pipe and hose - PFPD96	001-421.0000.67100	450.11
		5507531	Mounts - PFPD123	001-421.0000.67100	170.46
		5507627	Mount - PFPD121	001-421.0000.67100	84.43
		5507464	Pipe - PFPD108	001-421.0000.67100	104.90
VEN14578	Melissa Reilly				
APMWB	Check	040122	Refund of VIN fees - Outside of city limits	001-421.1514.33207	10.00
VEN08971	Mister Green				
APMWB	Check	19693	Police campus lawn service	001-421.0000.68010	500.00
N001	Napa Auto Parts				
APMWB	Check	3688-151692	Drill bit	001-421.0000.67090	21.81
		3688-153212	Filter kit - PFPD95	001-421.0000.67100	6.37
		3688-151503	Plug tap - PFPD105	001-421.0000.67100	7.70
		3688-153606	Thermostat and oil filter gasket - PFPD121	001-421.0000.67100	25.06
		3688-153217	ATF fluid - PFPD95	001-421.0000.67100	7.75
		3688-151581	Oil filters	001-421.0000.67100	17.82
		3688-154320	Water pump gasket - PFPD121	001-421.0000.67100	10.84
		3688-152300	Lubricant - shop	001-421.0000.67100	4.96
		3688-151504	Drain plug - PFPD105	001-421.0000.67100	2.20
		3688-153205	Oil filters, windshield wash - shop stock	001-421.0000.67100	68.88

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	3688-154284	Wiper blades - stock	001-421.0000.67100	33.72
		3688-151331	Battery - PFPD147	001-421.0000.67100	116.43
		3688-152058	Battery - PFPD87	001-421.0000.67100	116.43
		3688-151383	Credit for core returns/warranty	001-421.0000.67100	-129.45
		3688-150447	Credit for returns	001-421.0000.67100	-89.76
		3688-150335	Credit for return	001-421.0000.67100	-14.82
		3688-153015	Battery - PFPD117	001-421.0000.67100	116.43
		3688-151848	Credit for return	001-421.0000.67100	-6.87
		3688-153763	Misc gaskets and brake cleaner - Shop stock	001-421.0000.67100	289.19
		3688-153528	Battery - PFPD105	001-421.0000.67100	131.75
		3688-153529		001-421.0000.67100	116.43
		3688-151774	Belt - PFPD105	001-421.0000.67100	27.72
		3688-153102	Battery - PFPD123	001-421.0000.67100	116.43
		3688-151512	Drain plug, taps - PFPD105	001-421.0000.67100	15.37
V040	Office Depot				
APMWB	Check	235852704001	Office Supplies- Police	001-421.0000.63060	74.91
		235852563001		001-421.0000.63060	18.18
		235852704001		001-421.0000.63060	46.57
		234732348001	Office Supplies- Police	001-421.0000.66042	151.28
P180	Perfection Tire				
APMWB	Check	1037575	Alignment PFPD115	001-421.0000.67170	74.95
		1037265	Tires - PFPD115	001-421.0000.67190	613.16
P4384	Proforce Law Enforcement				
APMWB	Check	478810	VOPs uniform pants	001-421.4000.72020	623.50
Q001	Quality Control Services Inc.				
APMWB	Check	65751	Evidence scale calibration	001-421.0000.63920	225.00
VEN04236	Ramey's Yard Care				
APMWB	Check	138017	Perimeter insect control spraying	001-421.0000.68010	105.00
VEN07943	Retail Acquisition & Development, Inc				
APMWB	Check	27408396	Patrol batteries	001-421.0000.63130	57.79
R251	Serights Ace Hardware				
APMWB	Check	329475/1	Misc nuts and bolts	001-421.0000.67100	22.24
		329161/1	Drill bit and wire lock pn rd	001-421.0000.67100	53.79
S285	Spalding Auto Parts				
APMWB	Check	2004562	Engine Assembly - PFPD21	001-421.0000.67100	1,149.00
		2006161	Core credit	001-421.0000.67100	-400.00
T013	Tailored Solutions Corporation				
APMWB	Check	20220218	Annual software maintenance	001-421.0000.66043	290.00
VEN14564	Threads				
APMWB	Check	2	Add uniform patch - Cox	001-421.4000.72000	5.00
VEN14328	ZaccWorks				
APMWB	Check	2022-0322A	Server maintenance	001-421.0000.66043	135.00
		2022-0322B	Website maintenance	001-421.0000.66043	125.00
Dept 421 Total:					41,983.61
Dept: 423 Oasis					
VEN02102	Stevens, Randi M.				
APMWB	Check	701	VSU group counseling - January	001-423.1153.68400	799.00
		702	VSU group counseling - February	001-423.1153.68400	883.00
		703	VSU Group Counseling - March	001-423.1153.68400	1,172.00
Dept 423 Total:					2,854.00
Dept: 424 Legal					
C220	Coleman Oil Co				
APMWB	Check	CL58632	Fuel	001-424.0000.64030	151.41
VEN14577	Karpel Solutions				
APMWB	Check	55827	PBK Software Licenses	001-424.0000.66014	7,875.00
V040	Office Depot				
APMWB	Check	236941308001	Office Supplies- Legal	001-424.0000.66060	299.99
Dept 424 Total:					8,326.40

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 427 Animal Control							
C220	Coleman Oil Co	APMWB	Check	CL55030	Animal safety fuel - 427 - \$222.84 Patrol fuel -	001-427.0000.64030	222.84
V040	Office Depot	APMWB	Check	235852563001	Office Supplies- Police	001-427.0000.63060	72.23
VEN04236	Ramey's Yard Care	APMWB	Check	138015	Perimeter insect control spray - Animal Shelter	001-427.0000.68010	80.00
Dept 427 Total:							375.07
Dept: 431 Streets							
A497	Arrow Construction Supply, Inc	APMWB	Check	328062	Bartell 1570 Plate compactor	001-431.0000.66190	2,150.00
				329839	6.0 CF concrete mixer	001-431.0000.66190	4,081.00
				329131	Snap handle,Screed pins & Trowel for concrete	001-431.0000.67090	198.74
				330647	Crack seal	001-431.0000.68110	4,500.00
B120	Big Country Communications	APMWB	Check	19852	Headset and Repair Kits for Striping Truck	001-431.0000.68100	289.80
C210	City of Post Falls	APMWB	Check	INV0141058	28-0589-00	001-431.0000.65004	397.76
C291	Coeur d' Alene Press	APMWB	Check	I00515880-02222022	Advertisements for Pavement Condition Asses	001-431.0000.62000	78.85
				i00515880-02222022	Advertisements for Pavement Condition Asses	001-431.0000.62000	55.10
C220	Coleman Oil Co	APMWB	Check	CL58632	Fuel	001-431.0000.64030	6,693.56
VEN02994	Grimco	APMWB	Check	028205198-01	Black Vinyl for sign shop	001-431.0000.63260	223.16
VEN01373	Intermountain Sign & Safety	APMWB	Check	15020	Telespar for the sign shop	001-431.0000.63260	528.00
				14994	Aluminum Blanks for sign shop	001-431.0000.63260	65.00
I340	Interstate Concrete & Asphalt	APMWB	Check	735703	Sand and Gravel Mix for streets	001-431.0000.68130	110.93
VEN11838	Jacquelyn B Maker	APMWB	Check	1050	Coffee Bar with Accessories for waiting room	001-431.0000.68010	200.00
VEN07815	LaRiviere, Inc	APMWB	Check	03232022	Polston and Goude Rehab	001-431.0000.68130	8,466.45
L071	Local Highway Technical Assistance Council- LHTAC	APMWB	Check	T2-03222022-8	Conflict Resolution Course @ T2 Road Schola	001-431.0000.64020	240.00
				T1-111821Roads	Roads 101 Training for Streets	001-431.0000.64020	300.00
P410	Post Falls Highway District	APMWB	Check	1623	Mag and Sand for February 2022	001-431.0000.68080	3,379.30
R251	Serights Ace Hardware	APMWB	Check	329406/1	Garden Sprayers for Trucks and Hooks for Tie	001-431.0000.63000	117.12
				329241/1	Shovels and torch for streets	001-431.0000.63000	50.01
				329426/1	Credit for Hooks returned	001-431.0000.63000	-16.40
				329438/1	Credit for hooks returned	001-431.0000.63000	-32.36
				329601/1	Telescopic loppers for streets	001-431.0000.67090	21.99
				329606/1	Propane for crack sealing	001-431.0000.68110	15.79
				329635/1	Cut off Wheel for Concrete	001-431.0000.68150	15.46
T090	Thorco, Inc.	APMWB	Check	1794725	3 Locates for Utility Lines	001-431.0000.68130	527.50
T106	Titan Truck Equipment	APMWB	Check	1321521	Aries steps Westin cab guard	001-431.0000.90010	855.88
T118	TPI Embroidery	APMWB	Check	17935	Waterproof Jacket	001-431.4000.72000	89.93
W095	Welding Fabrication Services	APMWB	Check	23566	Streets Gate Replacement	001-431.0000.68010	7,197.19
Z026	Ziegler Lumber Co #017	APMWB	Check	914105	Cedar for cork board in sign shop	001-431.0000.68010	7.75
				939510	Sidewalk Expansion Joints	001-431.0000.68150	79.60
Dept 431 Total:							40,887.11

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 432 Public Works Administration							
VEN02035	Staples, Inc	APMWB	Check	3504458126	Office Supplies- Public Works	001-432.0000.63060	105.88
Dept 432 Total:							105.88
Dept: 433 Facility Maintenance							
C220	Coleman Oil Co	APMWB	Check	CL58632	Fuel	001-433.0000.64030	248.76
Dept 433 Total:							248.76
Dept: 434 Fleet Maintenance							
A1395	Advanced Compressor & Hose Inc	APMWB	Check	86977	ReelCraft Latch and assembly for S213	001-434.0000.63011	163.05
A0001	Alsco	APMWB	Check	LSPO2504956	Uniforms for Fleet	001-434.0000.63160	102.79
				LSPO2502745	Uniforms for fleet	001-434.0000.63160	158.44
C220	Coleman Oil Co	APMWB	Check	CL58632	Fuel	001-434.0000.64030	311.43
G098	Grainger	APMWB	Check	9252479291	Color Coding Dye for Fleet	001-434.0000.63011	141.26
K080	Knudtsen Chevrolet and GMAC	APMWB	Check	5506591	Connector Kit for S221	001-434.0000.63011	36.43
				5507005	Belt Kit for F123	001-434.0000.63011	131.25
L060	Les Schwab Central Billing Dep	APMWB	Check	10500827762	BIAS Industrial Tube for C411	001-434.0000.63012	8.45
N001	Napa Auto Parts	APMWB	Check	3688-146967	Battery Maint Charger for S213	001-434.0000.63011	35.99
				3688-149985	battery for S344	001-434.0000.63011	288.88
				3688-147568	Air Filters for S555	001-434.0000.63011	177.99
				3688-147670	Blower Motor Resistor and Assembly for S123	001-434.0000.63011	130.65
				3688-147555	Air Filter for S555	001-434.0000.63011	59.33
				3688-151865	crimson 2 grs cartridges and filters for S556	001-434.0000.63011	57.02
				3688-141421	Wire for S221	001-434.0000.63011	19.26
				3688-153112	LED Lights for S121	001-434.0000.63011	49.32
				3688-150129	Battery Core Credits	001-434.0000.63011	-54.00
				3688-146965	Fuel Filter for S513	001-434.0000.63011	13.88
				3688-148478	Battery for P455	001-434.0000.63012	57.31
				3688-149101	Oil Filter for P114	001-434.0000.63012	3.96
				3688-151889	Oil Filter for P115	001-434.0000.63012	7.92
				3688-147376	Oil Filter for P443	001-434.0000.63012	7.92
				3688-148609	Air and Fuel Filters for P455	001-434.0000.63012	41.03
				3688-149842	Hydraulic Filter for P455	001-434.0000.63012	58.57
				3688-149946	Encore 5gal bl bucket for P455	001-434.0000.63012	9.60
				3688-149232	Drain Plug for P114	001-434.0000.63012	5.52
				3688-148508	Hydraulic Filters for P451	001-434.0000.63012	62.77
				3688-146110	Synthetic Oil for P449	001-434.0000.63012	23.78
				3688-148509	Hydraulic and air filters for P451	001-434.0000.63012	62.77
				3688-146727	Hydraulic Filter for P438	001-434.0000.63012	15.38
				3688-150065	Battery Core Credit	001-434.0000.63012	-18.00
				3688-151672	Clear Marker Lights for P111	001-434.0000.63012	20.50
				3688-149836	battery for P110	001-434.0000.63012	112.48
				3688-148477	Batteries for P455	001-434.0000.63012	236.17
				3688-148787	75w140 Oil for P451	001-434.0000.63012	208.00
				3688-149801	Brake pads, rotors and silentguard kit for P114	001-434.0000.63012	124.99
				3688-145763	Credit for Grease cap for P444	001-434.0000.63012	-8.68
VEN08121	PacWest Machinery LLC	APMWB	Check	396087	Secondary Filter Element for Fleet	001-434.0000.63011	72.22
P180	Perfection Tire	APMWB	Check	1037676	PMS light was on in S119	001-434.0000.67170	110.00
				1037698	Tires for P115	001-434.0000.67190	1,040.88
R121	Reliable Auto Glass						

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	48552	Windshield for P114	001-434.0000.63012	325.00
R251	Serights Ace Hardware						
		APMWB	Check	329115/1	Bolts for fleet	001-434.0000.63011	15.56
VEN02288	Superior Fluid Power Inc						
		APMWB	Check	18257	Welded Cylinders for S215	001-434.0000.67170	501.51
T106	Titan Truck Equipment						
		APMWB	Check	1320283	Decked box and fuel transfer tank	001-434.0000.90010	2,992.41
				1321527	Decked box	001-434.0000.90010	1,349.99
				1321522	Aries steps	001-434.0000.90010	618.00
Z026	Ziegler Lumber Co #017						
		APMWB	Check	922845	Dead Bolt for Fleet	001-434.0000.68010	39.98
Dept 434 Total:							9,928.96
Dept: 441 Urban Forestry							
C220	Coleman Oil Co						
		APMWB	Check	CL58632	Fuel	001-441.0000.64030	758.93
P4835	ProPrint						
		APMWB	Check	60724	Pre-printed 6"x9" envelopes	001-441.0000.63060	269.00
R251	Serights Ace Hardware						
		APMWB	Check	H56915/1	Filters for chainsaw maintenance	001-441.0000.67010	20.65
				329562/1	Hardware for greenhouse	001-441.0000.68190	23.39
				329535/1		001-441.0000.68190	49.61
				329572/1		001-441.0000.68190	28.40
				329542/1	Hardware for holding nursery	001-441.0000.68190	17.76
T106	Titan Truck Equipment						
		APMWB	Check	1321526	Aries steps	001-441.0000.90040	618.00
Dept 441 Total:							1,785.74
Dept: 442 Cemetery							
C210	City of Post Falls						
		APMWB	Check	INV0141058	28-0589-00	001-442.0000.65004	79.21
C2961	Cold Spring Granite Company						
		APMWB	Check	RI 1852943	Virginia Hartley	001-442.0000.63760	263.00
C220	Coleman Oil Co						
		APMWB	Check	CL58632	Fuel	001-442.0000.64030	413.55
VEN07745	Memorial Monuments & Vaults Inc						
		APMWB	Check	86398	March Headstone	001-442.0000.63760	15,047.00
VEN05363	North 40 Outfitters						
		APMWB	Check	038743/E	Agri-Fab 48" Aerator	001-442.0000.67020	369.99
N210	Northland Nursery						
		APMWB	Check	220000016996	Top Soil	001-442.0000.68170	384.00
Dept 442 Total:							16,556.75
Dept: 443 Parks							
A365	American On-Site Services						
		APMWB	Check	453914	Tullamore Portable	001-443.0000.65050	145.00
				453874	Hilde Kellogg Portable	001-443.0000.65050	85.00
				453912	Black Bay Portable	001-443.0000.65050	130.00
				453905	Kiwanis Portable	001-443.0000.65050	85.00
				453903	Warren Portable	001-443.0000.65050	85.00
				453883	4th St. Trailhead	001-443.0000.65050	85.00
				453875	Skate Park Portable	001-443.0000.65050	85.00
				453586	Falls Portable	001-443.0000.65050	150.00
				453908	Syringa Portable	001-443.0000.65050	65.00
				454223	Kiwanis Portable Pick-up	001-443.0000.65050	14.17
				453906	Crown Pointe Portable	001-443.0000.65050	65.00
				453904	Woodbridge Portable	001-443.0000.65050	65.00
				453889	Chase Park	001-443.0000.65050	65.00
				453873	Meadows Portable	001-443.0000.65050	65.00
				454281	Tullamore Portable	001-443.0000.65050	29.00
				454226	Crown Pointe Portable Pick-up	001-443.0000.65050	13.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	453911	Corbin Portable	001-443.0000.65050	150.00
		453913	White Pine Portable	001-443.0000.65050	220.00
		453907	Beck Portable	001-443.0000.65050	65.00
		453910	Q'emiln Portables	001-443.0000.65050	207.74
VEN08530	Cascade Recreation				
APMWB	Check	9853	Beck Park Slide Parts for Repair	001-443.0000.68013	2,129.44
		9873	Tullamore Park Slide Parts	001-443.0000.68013	348.46
		9853	Beck Park Slide Parts for Repair	001-443.0000.68013	1,300.00
		9873	Tullamore Park Slide Parts	001-443.0000.68013	3,384.56
		9853	Beck Park Slide Parts for Repair	001-443.0000.68013	575.40
C210	City of Post Falls				
APMWB	Check	INV0141058	28-0589-00	001-443.0000.65004	1,971.88
				001-443.0000.68230	96.74
C130	Coeur d'Alene Tractor				
APMWB	Check	CDA-1061266	Small Equipment Parts	001-443.0000.66190	11.56
C220	Coleman Oil Co				
APMWB	Check	CL58632	Fuel	001-443.0000.64030	4,338.70
C410	Country Lock & Key, Inc.				
APMWB	Check	9316	Vault Re-Key	001-443.0000.62180	80.00
F020	Fastenal Company				
APMWB	Check	IDCOE157061	Hardware for Stock	001-443.0000.67030	9.67
		IDCOE155986		001-443.0000.67030	75.84
		IDCOE156811		001-443.0000.67030	8.73
		IDCOE156219		001-443.0000.67030	3.01
VEN03826	FMI Equipment				
APMWB	Check	100-0	Mowers	001-443.0000.90050	39,736.00
G098	Grainger				
APMWB	Check	9255592736	Volleyball Winch	001-443.0000.63080	70.20
		9260267340	Hoop House	001-443.0000.67030	35.71
		9267676543	Batteries for Stock	001-443.0000.67030	99.44
		9263307655	Plumbing Parts for Restrooms	001-443.0000.68250	144.12
H001	H & H Business Systems, Inc.				
APMWB	Check	AR232937	Parks Copier	001-443.0000.66061	50.72
H003	H.D. Fowler Company				
APMWB	Check	I6043403	Sewer Lid Repair	001-443.0000.67050	11.77
H1957	Horizon				
APMWB	Check	2S162941	Rakes	001-443.0000.67090	28.14
		2S162235	Irrigation Modem Upgrade	001-443.0000.68230	916.14
		2S150331	Return	001-443.0000.68230	-830.93
I110	Idaho Fence Co, Inc.				
APMWB	Check	0021384	Hoop House	001-443.0000.67030	41.44
I340	Interstate Concrete & Asphalt				
APMWB	Check	740419	Gravel for Skate Park	001-443.0000.68170	205.83
		735710		001-443.0000.68170	460.46
VEN12660	Liri Tent US				
APMWB	Check	2066-1	Weight plates for the large tent.	001-443.0000.63080	8,600.00
N001	Napa Auto Parts				
APMWB	Check	3688-151710	Shaker Siphon for Fleet	001-443.0000.67090	16.49
VEN05363	North 40 Outfitters				
APMWB	Check	38620/E	Ratchet Straps	001-443.0000.63110	53.97
N249	Northwest Playground Equipment				
APMWB	Check	49499	Benches for Sportsman's Dugouts	001-443.0000.63080	3,394.40
P1811	Peck & Peck Excavating, Inc.				
APMWB	Check	15992	Falls Retainer Wall	001-443.1658.62330	250.00
VEN14579	Planet Turf				
APMWB	Check	24181	Grass Seed for Parks	001-443.0000.68180	2,072.00
G0204	Playcore Wisconsin, Inc				
APMWB	Check	PJI-0180574	Woodbridge Slide Parts	001-443.0000.68013	311.28
P4835	ProPrint				
APMWB	Check	60833	Parking Envelopes	001-443.0000.63060	113.00
R060	Ragan Equipment Co.				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	01-107260	Mowers	001-443.0000.90050	34,000.00
R1691	River City Paint & Decorating						
		APMWB	Check	49555	Door Paint	001-443.0000.68160	88.15
R251	Serights Ace Hardware						
		APMWB	Check	329336/1	Spray Tank Parts	001-443.0000.66190	66.99
				329669/1	Choke Knobs	001-443.0000.66190	13.48
				329364/1	Light, valves	001-443.0000.67030	60.27
				329504/1	Hoop House Hardware	001-443.0000.67030	57.54
				329270/1	Hardware for Shop	001-443.0000.67030	4.47
				329404/1	Kiwanis Light	001-443.0000.67030	26.09
				329452/1	Hoop House	001-443.0000.67030	26.97
				329453/1		001-443.0000.67030	35.96
				329370/1	Shims	001-443.0000.67030	11.69
				329497/1	Pump Track	001-443.0000.67050	43.22
				329295/1	Hammer for P130	001-443.0000.67090	18.98
				329620/1	Greenhouse improvements	001-443.0000.68190	17.09
				329628/1		001-443.0000.68190	37.54
				329457/1	Q'emiln Restroom Repair	001-443.1658.62330	13.19
				329203/1	Falls Park Pump Fasteners	001-443.1658.62330	125.86
S135	Shenango Screenprinting, Inc.						
		APMWB	Check	1169	Parking Fee Signs	001-443.0000.63260	585.00
A565	SiteOne Landscape Supply, LLC						
		APMWB	Check	117612577-001	Irrigation parts for greenhouse	001-443.0000.68230	914.11
T106	Titan Truck Equipment						
		APMWB	Check	1321524	Aries steps	001-443.0000.90050	395.52
VEN01248	United Crown Pump & Drilling						
		APMWB	Check	104847	Falls Park Pond	001-443.1658.62330	1,466.84
VEN03831	Vital Power & Communications						
		APMWB	Check	19040239	Electrical Work at the Tree House	001-443.0000.62180	4,073.97
W0226	Walter E Nelson Co						
		APMWB	Check	466597	Cleaning Supplies	001-443.0000.63150	152.29
				467962		001-443.0000.63150	1,451.43
Z026	Ziegler Lumber Co #017						
		APMWB	Check	192290	Plywood for Crown Pointe	001-443.0000.67050	69.55
				191635	Tullamore Ply Wood	001-443.0000.68160	139.10
				983045	Lumber for greenhouse improvements	001-443.0000.68190	194.96
				181851	Falls Park Restroom Repair	001-443.1658.62330	48.40
Dept 443 Total:							116,126.74
Dept: 444 Parks - Construction							
T106	Titan Truck Equipment						
		APMWB	Check	1321525	Aries steps for P132	001-444.0000.90010	395.52
Dept 444 Total:							395.52
Dept: 445 Recreation							
A549	A to Z Rentals						
		APMWB	Check	481139-6	Rental of cocktail tables for the bridal tour	001-445.0000.63080	51.00
VEN01020	Cindy Jacobs						
		APMWB	Check	03102022	Contract classes for Yoga February	001-445.0000.62040	176.50
VEN14549	Dash Platform, LLC						
		APMWB	Check	00692759	Online Registration system payment	001-445.1445.62190	3,037.47
VEN14261	Jacklin Arts & Cultural Center						
		APMWB	Check	JACC 3.30	Contract payment for Youth Irish Cooking Clas:	001-445.0000.62040	245.00
V040	Office Depot						
		APMWB	Check	235755063001	Office Supplies- Recreation	001-445.0000.63060	22.03
				235755070001		001-445.0000.63060	10.29
				235957924001		001-445.0000.63060	16.78
				235941659001		001-445.0000.63060	26.52
				235755070001		001-445.0000.63060	5.98
				235941659001		001-445.0000.66050	96.94
P4835	ProPrint						

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>S050</u>	APMWB Check	<u>60891</u>	Park & Rec Envelopes	001-445.0000.63060	143.00
	Saturday Night Inc.				
<u>S054</u>	APMWB Check	<u>101935</u>	Flag Football shirts	001-445.0000.63430	816.96
	Schmidt, Sheila				
<u>VEN02035</u>	APMWB Check	<u>April 22 session</u>	Contract payment for Spring classes session 1	001-445.1617.33339	2,604.00
	Staples, Inc				
	APMWB Check	<u>3504458121</u>	Office Supplies-Recreation	001-445.0000.63060	19.98
		<u>3504458117</u>		001-445.0000.63060	32.99
Dept 445 Total:					7,305.44

Dept: 451 Planning & Zoning

<u>C291</u>	APMWB Check	<u>0000520411</u>	Ordinance Update Publication	001-451.0000.62000	57.25
		<u>0000520407</u>	Ordinance Zone update publication	001-451.0000.62000	73.66
		<u>0000521612</u>	Subdivision Publication	001-451.0000.62000	174.08
		<u>0000521587</u>	Annex& Subdivision Publication @Planning & Zoning	001-451.0000.62000	300.37
		<u>0000521553</u>	P&Z Annexation Publication	001-451.0000.62000	224.25
<u>V040</u>	APMWB Check	<u>230006693002</u>	Office Supplies-Community Development	001-451.0000.63060	76.98
	Office Depot				
<u>VEN09501</u>	APMWB Check	<u>11-1064051</u>	for National Chips and Dip Day....	001-451.0000.64010	36.53
	Yoke's Foods Inc				
Dept 451 Total:					943.12

Dept: 452 Building Inspector

<u>C220</u>	APMWB Check	<u>CL58632</u>	Fuel	001-452.0000.64030	709.40
	Coleman Oil Co				
<u>V040</u>	APMWB Check	<u>235754278001</u>	Office Supplies- Community Development	001-452.0000.63060	9.69
	Office Depot				
		<u>235755070001</u>	Office Supplies- Recreation	001-452.0000.63060	24.80
Dept 452 Total:					743.89

Dept: 453 Engineering

<u>C220</u>	APMWB Check	<u>CL58632</u>	Fuel	001-453.0000.64030	313.50
	Coleman Oil Co				
Dept 453 Total:					313.50

Dept: 481 Capital Improvements/Contracts

<u>C140</u>	APMWB Check	<u>V350145</u>	Annual maintenance and support Parallels RA:001-481.0000.68395		6,535.00
	CDW Government Inc.				
<u>C210</u>	APMWB Check	<u>INV0141058</u>	28-0589-00	001-481.0000.68390	120.25
	City of Post Falls				
<u>W090</u>	APMWB Check	<u>41354100-002</u>	Water Tower Parking Project	001-481.0000.95015	8,427.00
	Welch Comer & Associates, Inc.				
Dept 481 Total:					15,082.25

Fund 001 Total: 287,196.77

Fund: 002 - COMPREHENSIVE LIABILITY

Dept: 410 General Government Services

<u>I065</u>	APMWB Check	<u>02152-2022-2</u>	2nd half of the FY 2022 Policy Year Annual Pre002-410.0000.62290		137,315.50
	ICRMP				
Dept 410 Total:					137,315.50

Fund 002 Total: 137,315.50

Fund: 003 - PERSONNEL BENEFIT POOL

Dept: 482 Personnel Pool

<u>VEN09501</u>	APMWB Check	<u>08-1003566</u>	Supplies for Wellness Fair	003-482.0000.73020	27.00
	Yoke's Foods Inc				
Dept 431 Total:					27.00

Packet: APPKT09313 - Check Run 4.20.22
 Vendor Set: 01 - Vendor Set 01

Check Date: 4/13/2022

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
J105	J-U-B Engineers, Inc.				
APMWB	Check	0151540	Spokane & Prairie Project	037-431.0000.95134	12,770.39
		151538	Poleline Ave & Cecil Roundabout	037-431.0000.95137	9,339.33
				037-431.0000.95138	1,733.94
Dept 431 Total:					23,843.66
Fund 037 Total:					23,843.66
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN07624	BCR Land Service				
APMWB	Check	13104	Black Bay Vault Rock Breaking	038-443.0000.94070	10,290.68
VEN12724	Civitas, Inc				
APMWB	Check	25473	Black Bay Park	038-443.0000.94070	742.50
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	4792	Tullamore Sports Complex Phase 1	038-443.0000.94165	45,785.58
Z026	Ziegler Lumber Co #017				
APMWB	Check	191799	Black Bay	038-443.0000.94070	144.25
Dept 443 Total:					56,963.01
Fund 038 Total:					56,963.01
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
C210	City of Post Falls				
APMWB	Check	INV0141058	28-0589-00	650-463.0000.65080	131.24
C220	Coleman Oil Co				
APMWB	Check	CL58632	Fuel	650-463.0000.65005	559.62
VEN03982	Dally Environmental LLC				
APMWB	Check	2600	SRSPConsultServi,@ Avista ContractR-39492	650-463.0000.62040	663.56
I2731	Inland Environmental Resources				
APMWB	Check	2022-0303	mag order 4/22	650-463.0000.63008	7,999.20
		2022-0352	poly 3/15/22	650-463.0000.63480	8,492.00
V040	Office Depot				
APMWB	Check	235514451001	Office Supplies-Wastewater	650-463.0000.63060	389.98
VEN06538	SGS AXYS Analytical Services Ltd				
APMWB	Check	11495298	Dioxin	650-463.0000.68360	350.00
W095	Welding Fabrication Services				
APMWB	Check	23566	Streets Gate Replacement	650-463.0000.68010	14,393.56
Dept 463 Total:					32,979.16
Dept: 466 Wastewater - Collections					
C210	City of Post Falls				
APMWB	Check	INV0141058	28-0589-00	650-466.0000.65080	12.07
				650-466.0000.65081	12.07
C220	Coleman Oil Co				
APMWB	Check	CL58632	Fuel	650-466.0000.65005	2,055.42
Dept 466 Total:					2,079.56
Dept: 468 Wastewater - Surface Water					
C220	Coleman Oil Co				
APMWB	Check	CL58632	Fuel	650-468.0000.65005	425.59
Dept 468 Total:					425.59
Fund 650 Total:					35,484.31
Fund: 651 - RECLAIMED WATER CAPITAL - WWTP					

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 463 Wastewater Operating					
A293	Allwest Testing & Engin., LLC				
APMWB	Check	24025	Special inspections & Testing @ WRF Tertiary	651-463.3213.90015	7,427.75
J105	J-U-B Engineers, Inc.				
APMWB	Check	0151512	Consulting for Post Falls WRF Facility Plan Stu	651-463.3209.95500	7,479.75
P050	Panhandle Area Council				
APMWB	Check	23-PFLM	Wage compliance services @WRF Tertiary prc	651-463.3213.90015	1,871.00
Dept 463 Total:					16,778.50
Fund 651 Total:					16,778.50
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
J105	J-U-B Engineers, Inc.				
APMWB	Check	0151540	Spokane & Prairie Project	652-463.3220.95520	684.77
Dept 463 Total:					684.77
Fund 652 Total:					684.77
Fund: 700 - SANITATION					
Dept: 461 Sanitation					
VEN07913	CANNON HILL				
APMWB	Check	33147	Wood "waste" disposal	700-461.0000.65050	63.00
VEN04268	Coeur d'Alene Garbage Service				
APMWB	Check	1423309	Dumpster	700-461.0000.65050	47.00
VEN02385	Prairie Transfer Station				
APMWB	Check	05-38544	Big Can Waste	700-461.0000.65050	21.45
		05-37821	Yard Waste	700-461.0000.65050	26.00
		05-32789	White Pine Yard Waste	700-461.0000.65050	40.95
		05-32784		700-461.0000.65050	45.50
		05-32816		700-461.0000.65050	50.70
		05-37664	Yard Waste	700-461.0000.65050	51.35
		05-32803	White Pine Yard Waste	700-461.0000.65050	52.65
		05-37759	Yard Waste	700-461.0000.65050	63.70
		05-42592		700-461.0000.65050	129.35
		05-37604		700-461.0000.65050	19.50
Dept 461 Total:					611.15
Fund 700 Total:					611.15
Fund: 750 - WATER OPERATING					
Dept: 462 Water Operating					
C210	City of Post Falls				
APMWB	Check	INV0141058	28-0589-00	750-462.0000.65004	69.12
C220	Coleman Oil Co				
APMWB	Check	CL58632	Fuel	750-462.0000.64030	2,037.57
VEN14482	Gunnerson Consulting and Communication Site Services, LLC				
APMWB	Check	4400	Consulting Services for Cell Tower Leases Fet	750-462.0000.62040	412.50
VEN09639	McHugh Bromley PLLC				
APMWB	Check	1000 2982	Water rights legal support for March 2022	750-462.0000.62010	901.00
VEN14389	Prestige Worldwide Technologies, LLC				
APMWB	Check	1191	CLA-VALVE REPLACEMENT PARTS WELL	7750-462.0000.68025	9,800.00
Dept 462 Total:					13,220.19
Fund 750 Total:					13,220.19
Report Total:					572,124.86



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	12,000.00
	001-411.0000.66050	24.09
	001-412.0000.66014	5,189.25
	001-413.0000.66050	32.09
	001-414.0000.62040	4,000.00
	001-414.0000.62080	59.00
	001-414.0000.62091	1,748.72
	001-414.0000.63060	132.74
	001-415.0000.66050	16.05
	001-418.0000.66050	32.09
	001-421.0000.62040	475.00
	001-421.0000.62060	26.00
	001-421.0000.62370	200.00
	001-421.0000.63060	139.66
	001-421.0000.63130	57.79
	001-421.0000.63920	225.00
	001-421.0000.64020	498.50
	001-421.0000.64030	7,519.51
	001-421.0000.65004	235.37
	001-421.0000.66041	428.00
	001-421.0000.66042	157.06
	001-421.0000.66043	1,550.00
	001-421.0000.66044	23,158.99
	001-421.0000.67090	96.01
	001-421.0000.67100	4,218.66
	001-421.0000.67170	319.95
	001-421.0000.67190	613.16
	001-421.0000.68010	911.95
	001-421.1514.33207	10.00
	001-421.4000.72000	519.50
	001-421.4000.72020	623.50
	001-423.1153.68400	2,854.00
	001-424.0000.64030	151.41
	001-424.0000.66014	7,875.00
	001-424.0000.66060	299.99
	001-427.0000.63060	72.23
	001-427.0000.64030	222.84
	001-427.0000.68010	80.00
	001-431.0000.62000	133.95
	001-431.0000.63000	118.37
	001-431.0000.63260	816.16
	001-431.0000.64020	540.00
	001-431.0000.64030	6,693.56
	001-431.0000.65004	397.76
	001-431.0000.66190	6,231.00
	001-431.0000.67090	220.73
	001-431.0000.68010	7,404.94
	001-431.0000.68080	3,379.30
	001-431.0000.68100	289.80
	001-431.0000.68110	4,515.79
	001-431.0000.68130	9,104.88
	001-431.0000.68150	95.06
	001-431.0000.90010	855.88
	001-431.4000.72000	89.93
	001-432.0000.63060	105.88
	001-433.0000.64030	248.76

001-434.0000.63011	1,338.09
001-434.0000.63012	1,365.44
001-434.0000.63160	261.23
001-434.0000.64030	311.43
001-434.0000.67170	611.51
001-434.0000.67190	1,040.88
001-434.0000.68010	39.98
001-434.0000.90010	4,960.40
001-441.0000.63060	269.00
001-441.0000.64030	758.93
001-441.0000.67010	20.65
001-441.0000.68190	119.16
001-441.0000.90040	618.00
001-442.0000.63760	15,310.00
001-442.0000.64030	413.55
001-442.0000.65004	79.21
001-442.0000.67020	369.99
001-442.0000.68170	384.00
001-443.0000.62180	4,153.97
001-443.0000.63060	113.00
001-443.0000.63080	12,064.60
001-443.0000.63110	53.97
001-443.0000.63150	1,603.72
001-443.0000.63260	585.00
001-443.0000.64030	4,338.70
001-443.0000.65004	1,971.88
001-443.0000.65050	1,873.91
001-443.0000.66061	50.72
001-443.0000.66190	92.03
001-443.0000.67030	496.83
001-443.0000.67050	124.54
001-443.0000.67090	63.61
001-443.0000.68013	8,049.14
001-443.0000.68160	227.25
001-443.0000.68170	666.29
001-443.0000.68180	2,072.00
001-443.0000.68190	249.59
001-443.0000.68230	1,096.06
001-443.0000.68250	144.12
001-443.0000.90050	74,131.52
001-443.1658.62330	1,904.29
001-444.0000.90010	395.52
001-445.0000.62040	421.50
001-445.0000.63060	277.57
001-445.0000.63080	51.00
001-445.0000.63430	816.96
001-445.0000.66050	96.94
001-445.1445.62190	3,037.47
001-445.1617.33339	2,604.00
001-451.0000.62000	829.61
001-451.0000.63060	76.98
001-451.0000.64010	36.53
001-452.0000.63060	34.49
001-452.0000.64030	709.40
001-453.0000.64030	313.50
001-481.0000.68390	120.25
001-481.0000.68395	6,535.00
001-481.0000.95015	8,427.00
Fund 001 Total:	287,196.77
002 - COMPREHENSIVE LIABILITY	
002-410.0000.62290	137,315.50
Fund 002 Total:	137,315.50
003 - PERSONNEL BENEFIT POOL	
003-482.0000.73020	27.00
Fund 003 Total:	27.00
037 - STREETS IMPACT FEES	

	037-431.0000.95134	12,770.39
	037-431.0000.95137	9,339.33
	037-431.0000.95138	1,733.94
	Fund 037 Total:	23,843.66
038 - PARKS IMPACT FEES		
	038-443.0000.94070	11,177.43
	038-443.0000.94165	45,785.58
	Fund 038 Total:	56,963.01
650 - RECLAIMED WATER OPERATING		
	650-463.0000.62040	663.56
	650-463.0000.63008	7,999.20
	650-463.0000.63060	389.98
	650-463.0000.63480	8,492.00
	650-463.0000.65005	559.62
	650-463.0000.65080	131.24
	650-463.0000.68010	14,393.56
	650-463.0000.68360	350.00
	650-466.0000.65005	2,055.42
	650-466.0000.65080	12.07
	650-466.0000.65081	12.07
	650-468.0000.65005	425.59
	Fund 650 Total:	35,484.31
651 - RECLAIMED WATER CAPITAL - WWTP		
	651-463.3209.95500	7,479.75
	651-463.3213.90015	9,298.75
	Fund 651 Total:	16,778.50
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
	652-463.3220.95520	684.77
	Fund 652 Total:	684.77
700 - SANITATION		
	700-461.0000.65050	611.15
	Fund 700 Total:	611.15
750 - WATER OPERATING		
	750-462.0000.62010	901.00
	750-462.0000.62040	412.50
	750-462.0000.64030	2,037.57
	750-462.0000.65004	69.12
	750-462.0000.68025	9,800.00
	Fund 750 Total:	13,220.19
	Report Total:	572,124.86

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 04.20.22

4/6/2022	\$	7.82	87045 Avista	Pay Before Due Date	650-466.0000.65010
4/6/2022	\$	4.99	87046 Spectrum	Pay Before Due Date	650-463.0000.65030
4/6/2022	\$	271.98	87047 Time Warner Cable	Pay Before Due Date	001-443.0000.65030
4/6/2022	\$	319.96	87048 Time Warner Cable	Pay Before Due Date	001-443.0000.65030
4/6/2022	\$	170.22	87049 Verizon Wireless	Pay Before Due Date	001-443.0000.65030
4/6/2022	\$	120.03	87050 Verizon Wireless	Pay Before Due Date	001-424.0000.65030
4/6/2022	\$	135.51	87051 Verizon Wireless	Pay Before Due Date	various
4/6/2022	\$	80.02	87052 Verizon Wireless	Pay Before Due Date	001-452.0000.65030
4/6/2022	\$	360.09	87053 Verizon Wireless	Pay Before Due Date	various
4/6/2022	\$	120.03	87054 Verizon Wireless	Pay Before Due Date	001-453.0000.65030
4/11/2022	\$	141,376.00	87056 Robideaux motors	Vehicle is ready for pickup	Various
	\$	142,966.65			

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: APRIL 19TH, 2022**

DATE: APRIL 11TH, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: BILL MELVIN, CITY ENGINEER

**SUBJECT: RIVER CITY MOBILE HOME PARK COMMERCIAL SUBDIVISION CONSTRUCTION
IMPROVEMENT AGREEMENT**

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor to sign the Construction Improvement Agreement for the subject commercial subdivision.

DISCUSSION: This Agreement reflects the construction phase of the River City Mobile Home Park Commercial 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 commercial subdivision, with the application for plat submitted by William Jackson.

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

SUPPORTING DOCUMENTS: A copy of the Construction Improvement Agreement is available in the Community Development office for review.

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

CONSTRUCTION IMPROVEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS

THE CITY OF POST FALLS (hereinafter the "City"), 408 Spokane Street, Post Falls, Idaho, 83854 and **William Jackson** (hereinafter the "Developer"), enter into this Agreement effective the _____ day of _____ 20____, respecting the development of **River City Mobile Home Park** 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 dedication and construction of public improvements intended for ownership or maintenance by the City of Post Falls and other purveyors to support the development in accordance with ordinances of the City of Post Falls

WHEREAS, the Developer is the Owner of the real property which is the subject of the 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 Agreement).

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 18, Zoning, of the Post Falls City Code requires certain 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, the City of Post Falls has adopted site development standards which require landowners to do work in the public rights of way in order to complete their site development work; and

WHEREAS, development of 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 Certificates of Occupancy shall be issued until all improvements as outlined in this agreement and necessary for public health and safety are constructed and substantially complete; and,

WHEREAS, the Owner is deemed to have satisfied the zoning requirements of the project when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or if allowed by the city thru 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 Developer seeks the City's agreement to enter in a Contract to construct and install the improvements listed in Attachment B in accordance with all terms, covenants and conditions of the 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.

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:

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, 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 statues, 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.

All work that is to be performed within the public rights-of-way or that is to be completed on items to be owned, operated or maintained by the City of Post Falls shall be done by a public works contractor licensed to perform said work on projects to comply with the City's ordinances; and

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 the work required to be completed by the Developer 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 that the City is a third party beneficiary. The Developer shall require the Engineer's duties to 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 the 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**

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 \$500,000 and the 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.

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**

In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of 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 be paid at the time of execution of this Agreement and not be passed on to the city unless provided for otherwise within an appendix to this agreement.
- D. The Developer shall be responsible to pay either the sewer cap, water cap and hook-up fees or confirm that those fees have been paid by the previous property owner prior to connection to the City sewer or water system as part of the installation of the public improvements.

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 or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign 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 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. 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.A.2, 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.
2. Developer shall be liable to the City for any costs thus incurred. The City may deduct any cost 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 1.13A4.

3. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
4. 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 here in 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 owner’s association.
- C. “City” for the purpose of administering this Agreement, means the City of Post Falls, or its chief executive or his/her administrative designee.
- D. “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.

- E. "Final Acceptance" by the City means that the City is satisfied that **all** improvements required by this Agreement and Title 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**

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.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 **RECORDING**

Developer shall be solely responsible for acquisitions of property, including the preparation and recordation of documents for any and all easements or rights-of-way necessary for the completion of improvements as outlined in this agreement.

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 2.03, 2.04 and 2.05. 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.

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 estimate, 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. 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 which accord with the requirements of ordinances of the City of Post Falls. Evidence of such surety shall be attached hereto and be labeled Attachment

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 issuing bank 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 letter of credit will not be renewed.

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 **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.

2.04 **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.

2.05 **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 the form approved by the City.

2.06 **PREREQUISITES OF 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 public works inspection fees have been paid as required by City ordinance or resolution. Appendix III to this Agreement is the Public Works Inspection Fee Summary.

2.07 **ENGINEER**

- A. The Developer shall retain an Engineer of Record, registered as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvement, 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 or 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.

2.08 **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.

2.09 **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.

2.10 **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 work schedule shall include a progress chart of a suitable scale, indicating 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.
- E. In case of an emergency affecting public health and safety, the City may provide to the Developer written notice to take immediate action to construct the improvements or correct deficiencies, setting a time frame in which those improvements must be completed. In the event that the Developer does not take action to construct those improvements within the time frame set by the City, the City may declare the Developer in default and without providing a time period to cure may complete the improvements and pursue reimbursement from the Developer or the security posted by the Developer.

2.11 **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 the City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.12 **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 Project not otherwise subject to this Agreement in accordance with applicable statutes, ordinances or specifications.

2.13 **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.

2.14 **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 coordinate 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.

2.15 **SURVEYOR**

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

2.16 **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 with the City's Engineering Project Certification and Quality Control provision.

2.17 **PROGRESS PAYMENTS**

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

2.18 **OBSERVANCE**

- A. The Engineer of record or their representative 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 2.16A.

- C. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.16, 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.

2.19 **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 issued a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

2.20 **ACCESS**

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

2.21 **MAINTENANCE**

- A. Until the City accepts the improvements, the Developer shall maintain at his expense all public improvements associated with 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.

2.22 **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.

2.23 **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 registered 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 2.15F. 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 for work owned or maintained by the City or private utilities and no liens or other claims have been recorded, or that the Developer knows of no intent to file a claim or lien against 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. Documents for conveyance of any and all easements or rights-of-way shall be prepared in accordance with city policies. 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 from the date of final acceptance. 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 effect 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 Sections 2.03 through 2.05, 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 in Appendix V.
- 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.

3.12 **AUTHORITY**

The Developer accepts 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. It is understood that the person(s) who execute this Agreement on behalf of the Developer and Owner, and 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

William Jackson
7683 SE 27th Ste 315
Mercer Island, WA 98040
(206) 406-9800

CITY


City of Post Falls
Engineering Department
408 Spokane Street
Post Falls, ID 83854
(208) 773-8708

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

CITY OF POST FALLS

DEVELOPER

BY: _____

BY:  _____

ATTEST:

WITNESS:

City Clerk


Print Name: Terina Grant

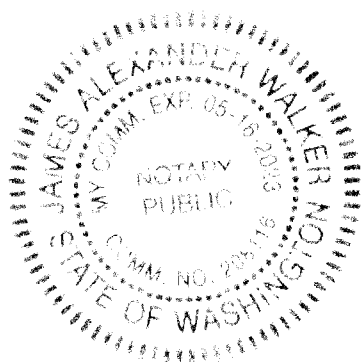
ATTACHMENT A:	PROPERTY DESCRIPTION
ATTACHEMNT B:	DESCRIPTION OF IMPROVEMENTS
ATTACHMENT C:	COST ESTIMATES
ATTACHMENT C-1:	DETAILED COST ESTIMATES
ATTACHMENT D:	EVIDENCE OF SURETY
APPENDIX I:	CONSTRUCTION PLANS AND SPECIFICATIONS
APPENDIX II:	CONSTRUCTION SCHEDULE
APPENDIX III:	PUBLIC WORKS INSPECTION SUMMARY
APPENDIX IV:	ENGINEER OF RECORD DECLARATION
APPENDIX V:	ENGINEER OF RECORD CERTIFICATION
APPENDIX VI:	CERTIFICATION OF PAYMENT OF CONTRACTORS & VENDORS
APPENDIX VII:	STREET LIGHT FEES (1 YEAR)
APPENDIX VIII:	IRRIGATION SYSTEMS
APPENDIX IX:	STREET TREE CASH IN LIEU OF INSTALLATION

DEVELOPER
ACKNOWLEDGMENT

STATE OF Washington)
) ss
County of King)

On this 18 day of February, 2020, before me, a Notary Public for the State of Washington, personally appeared William J. J. J., the Developer of King City MHP, known or identified to me to be the person(s), who executed the foregoing Commercial Construction Improvement Agreement and acknowledged to that they executed such Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.



James Alexander Walker
Notary Public for State of Washington
Residing at: King County
Commission Expires 05/16/2023

CITY 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 Jacobson and Shannon Howard**, known, or identified to me to be the **Mayor** and **City Clerk** respectively, of the city of Post Falls, Kootenai County, Idaho, executing the herein instrument, and acknowledged to me that such City of Post Falls executed the same.

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

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

ATTACHMENT "A"
PROPERTY DESCRIPTION
FOR

River City Mobile Home Park

Developer to submit legal property description and reduced site plan.

ATTACHMENT "A"

EXHIBIT 'A'

Legal Description

Being a portion of the southwest quarter of Section 35, T51N, R5W, BM, more particularly described as follows:

PARCEL A

The West half of Tract 57 and the West 70 feet of the East half of said Tract 57, Block 35, POST FALLS IRRIGATED TRACTS, as shown on the Plat recorded in Book C of Plats at Page 78, in the Recorder's Office, Kootenai County, Idaho.

EXCEPT the Northerly 275.40 feet of said West 70 feet of the East half of Tract 57.

ALSO EXCEPT any right of way, including that certain parcel deeded to the United States of America by instrument # 189961000, designated as Tract R-53 in said instrument, recorded in Book 133 of Deeds, Page 189, records of Kootenai County, State of Idaho.

ALSO EXCEPT Tax #9644 as recorded in Book 271 at Page 320 of Deeds in said Recorder's Office, being a portion of said Tract 57, described as follows:

Beginning at the center of said Tract 57;

Thence, North, along the North-South Centerline of said Tract 57, 39.73 feet;

Thence, East, parallel with the North line of said Tract 57, 70.00 feet to the **True Point Of Beginning**;

Thence, continuing East, 120.00 feet;

Thence, South, parallel with the North-South Centerline of said Tract 57, 354.80 feet;

Thence, West, along the South line of said Tract 57, 120.00 feet;

Thence, North, parallel with the North/South Centerline of said Tract 57 354.80 feet to the **True Point Of Beginning**.

EXCEPTING therefrom any right of way.

ALSO EXCEPT Tax #5217 as recorded in Book 185 at Page 2668 of Deeds in the Kootenai County Recorder's Office, being a portion of said Tract 57, described as follows:

Beginning at the Southeast corner of said Tract 57;

Thence, North, along the East line of said Tract 57, 354.75 feet;

Thence, West, parallel with the North line of said Tract 57, 126.18 feet to a point 190.00 feet East of the North-South Centerline of said Tract 57;

Thence, South, parallel with the North-South Centerline, of said Tract 57, 354.8 feet to a point on the South line of said Tract 57;

Thence, East, along the South line, of said Tract 57, 125.85 feet to the **Point Of Beginning**

GENERAL

1. ALL WORK SHALL CONFORM TO THE IDAHO STANDARDS FOR PUBLIC WORKS, STANDARD SPECIFICATIONS, AND THE CITY OF POST FALLS STANDARD SPECIFICATIONS. IN THE CASE OF CONFLICT, THE MOST STRINGENT SHALL APPLY.

2. NO RECORDS SHALL BE MADE TO THESE PLANS WITHOUT THE APPROVAL OF THE ENGINEER. ALL PROPOSED RECORDS SHALL BE SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE CITY.

3. NO RECORDS SHALL BE MADE TO THE CITY STANDARD SPECIFICATIONS WITHOUT THE APPROVAL OF THE CITY ENGINEER. RECORDS OF CITY STANDARD SPECIFICATIONS TO BE CLEARLY IDENTIFIED WITH THE APPROVED STANDARD SPECIFICATIONS. STANDARD NOTES SHALL BE PROVIDED ONLY WITHIN THE SUPPLEMENTAL NOTES.

4. ALL SAFETY STANDARDS AND REQUIREMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND COMPLY WITH AS SET FORTH BY OSHA.

5. EXISTING UTILITIES SHALL BE LOCATED BY CONTRACTOR CALL BEFORE YOU DIG AT LEAST 48 HOURS PRIOR TO STARTING ANY EXCAVATIONS. THE CONTRACTOR SHALL FILE THE APPROVED UTILITY LOCATIONS PRIOR TO STARTING WORK NEAR ANY LINES AND SHALL COORDINATE THEIR WORK WITH EXISTING REPRESENTATIVES.

6. WORK SHALL NOT BEGIN UNTIL A PERMIT AND ORDER TO PROCEED IS ISSUED BY THE CITY.

7. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER IMMEDIATELY AT LEAST 48 HOURS PRIOR TO STARTING WORK ON ANY PHASE OF EXCAVATION. THE CONTRACTOR SHALL BE SCHEDULED WITH A MINIMUM 24-HOUR NOTICE PRIOR TO THIS.

8. AN APPROVED SET OF IMPROVEMENT PLANS SHALL BE KEPT ON THE JOB SITE AT ALL TIMES.

9. THE CONTRACTOR SHALL MAINTAIN THE CURBS, SIDEWALKS, AND ALL OTHER PUBLIC UTILITY-OF-RAMP IN A CLEAN, SAFE AND USABLE CONDITION. ALL SOIL, ROCK, OR STRUCTURE DAMAGED BY PROPOSED WORK SHALL BE PROPERLY REPAIRED TO ORIGINAL CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL PUBLIC UTILITIES IN A CLEAN, SAFE AND USABLE CONDITION.

10. EXISTING PROPERTY CONDITIONS OR SURVEY MONUMENTS SHALL BE PROTECTED DURING COURSE OF CONSTRUCTION. ANY DAMAGED OR DISTURBED MONUMENTS OR MONUMENTS TO BE RE-ESTABLISHED BY THE CONTRACTOR. MONUMENTS TO BE RE-ESTABLISHED BY THE CONTRACTOR PRIOR TO FINAL ACCEPTANCE.

11. TREES NOT IDENTIFIED FOR REMOVAL SHALL BE PROTECTED OR PROTECTED BY AN APPROVED METHOD TO THE SATISFACTION OF THE CITY ENGINEER.

12. THE ENGINEER OF RECORD SHALL VERIFY THE ACCURACY OF EXISTING AND PROPOSED RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL PUBLIC UTILITIES IN A CLEAN, SAFE AND USABLE CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL PUBLIC UTILITIES IN A CLEAN, SAFE AND USABLE CONDITION.

13. ALL PROPOSED WORKS SHALL BE PROTECTED BY A BARRIER SYSTEM TO ANY SURFACE ON WHICH SHALL TAKE A NOTICE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL PUBLIC UTILITIES IN A CLEAN, SAFE AND USABLE CONDITION.

14. ALL EXISTING WATER POLLUTION PREVENTION PLANS (PMP) ON JOB SHALL BE KEPT ON THE JOB PRIOR TO START OF CONSTRUCTION.

15. ALL EXISTING WATER POLLUTION PREVENTION PLANS (PMP) ON JOB SHALL BE KEPT ON THE JOB PRIOR TO START OF CONSTRUCTION.

16. ALL EXISTING WATER POLLUTION PREVENTION PLANS (PMP) ON JOB SHALL BE KEPT ON THE JOB PRIOR TO START OF CONSTRUCTION.

SANITARY SEWER

1. SANITARY SEWER MAINS UP TO 48-INCH DIAMETER SHALL BE PVC ASTM D 3034, 2003 S-1 WITH FIBREGLASS CASINGS. SEWER SERVICE CONNECTIONS SHALL BE MADE WITH A MINIMUM OF 6" OF EXISTING MAIN. IF A NEW BRANCH FROM EXISTING MAIN IS REQUIRED, THE MAIN SHALL BE ALLOWED ONLY WHEN PROVIDED BY THE CITY ENGINEER. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY STANDARD SPECIFICATIONS TO IAN/FILES ARE PROVIDED.

2. FORCE MAINS SHALL BE PVC ASTM D 3034 OR 48" PIPE. ALL FORCE MAINS SHALL BE CONCRETE TO THE LINE AND ABOVE INDICATED. THE APPROVED MAINS SHALL HAVE A MINIMUM CURVE OF 4.5 FEET TO THE TOP OF THE PIPE FROM FRESH GRADE. FORCE MAINS SHALL BE HORIZONTALLY LAPPED PER IAN/FILES, SECTION 402.01.

3. FORCE MAINS SHALL BE INSTALLED WITH CONTINUOUS TRACER WIRE AND PLASTIC MARKING TAPE. TRACER WIRE SHALL BE LAPPED PRIOR TO SURFACE APPROVAL. LAPPING SHALL BE HORIZONTALLY LAPPED FROM THE CITY OF POST FALLS PUBLIC WORKS DEPARTMENT SHALL BE PLACE AT EACH END.

4. SEWER SERVICES SHALL BE SEEN AS SHOWN BY THE CONSTRUCTION PLANS AND POLY STAKES FOR CHASE AND AUGURED. A MINIMUM BURIED DEPTH OF 3 FEET BELOW TOP OF SOIL AT THE PROPERTY LINE IS REQUIRED. AS-BUILT PLANS SHALL SHOW SERVICES WITH STAIRCASE, 07T-2CT 210 02PM.

5. SEWER SERVICES SHALL BE AT RIGHT ANGLES TO THE SEWER MAIN, EXCEPT IN NON-CASED OR STREET INTERSECTIONS.

6. REPAIRS OF EXISTING SEWER SERVICES WHILE MAKING CONNECTION TO EXISTING MAINS IS PROHIBITED, WITHOUT THE SPECIFIC APPROVAL OF THE CITY ENGINEER.

7. ALL SEWER MAINS SHALL BE MARKED WITH CONTINUOUS PLASTIC MARKING TAPE. THE DEPTH OF ALL SERVICES SHALL BE MARKED WITH A MARKER INDICATING THE DEPTH OF THE SERVICE TO THE NEAREST INCH. A LOCKING BALL ELECTRIC BALL AVAILABLE TO BE PURCHASED FROM THE CITY OF POST FALLS PUBLIC WORKS DEPARTMENT.

8. ALL PUBLIC SEWER LINES SHALL BE VIEWED, INSPECTED, AND AN ELECTRODE COPY TAKEN WITH A TRANSDUCER SUBMITTED TO THE ENGINEER OF RECORD FOR REVIEW. THE ENGINEER OF RECORD SHALL FORWARD THE VIDEO AND REPORT, ALONG WITH A LETTER RECOMMENDING REPAIRS OR REPAIRS TO THE CITY ENGINEER. REPAIRS SHALL NOT PROCEED WITHOUT THE CITY ENGINEER'S APPROVAL.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP OF ANY DEBRIS WHICH MAY BE CONSIDERED HAZARDOUS TO THE ENVIRONMENT. ALL LINES AND SERVICES SHALL BE CLEANED AND INSPECTED TO THE SATISFACTION OF THE ENGINEER OF RECORD PRIOR TO FINAL ACCEPTANCE.

10. ALL SEWER MAINS SHALL BE AIR TESTED IN ACCORDANCE WITH IAN/FILES, SECTION 402.01.

11. ALL THROTTLED SHALL BE FORCED IN PLACE AGAINST UNDISTURBED OR EXISTING MAINS. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY STANDARD SPECIFICATIONS TO IAN/FILES, SECTION 402.01.

12. ALL SANITARY SEWER MAINS SHALL BE SEPARATED A MINIMUM OF 10 FEET FROM EXISTING WATER MAINS. EXISTING WATER MAINS SHALL BE MARKED WITH A MINIMUM 18-INCH VERTICAL SEPARATION WITH THE WATER MAIN. THE MINIMUM STANDARDS CONTAINED HEREIN SHALL APPLY TO ALL WATER MAINS FROM THE CITY ENGINEER OF RECORD SHALL BE KEPT ON THE JOB PRIOR TO START OF CONSTRUCTION.

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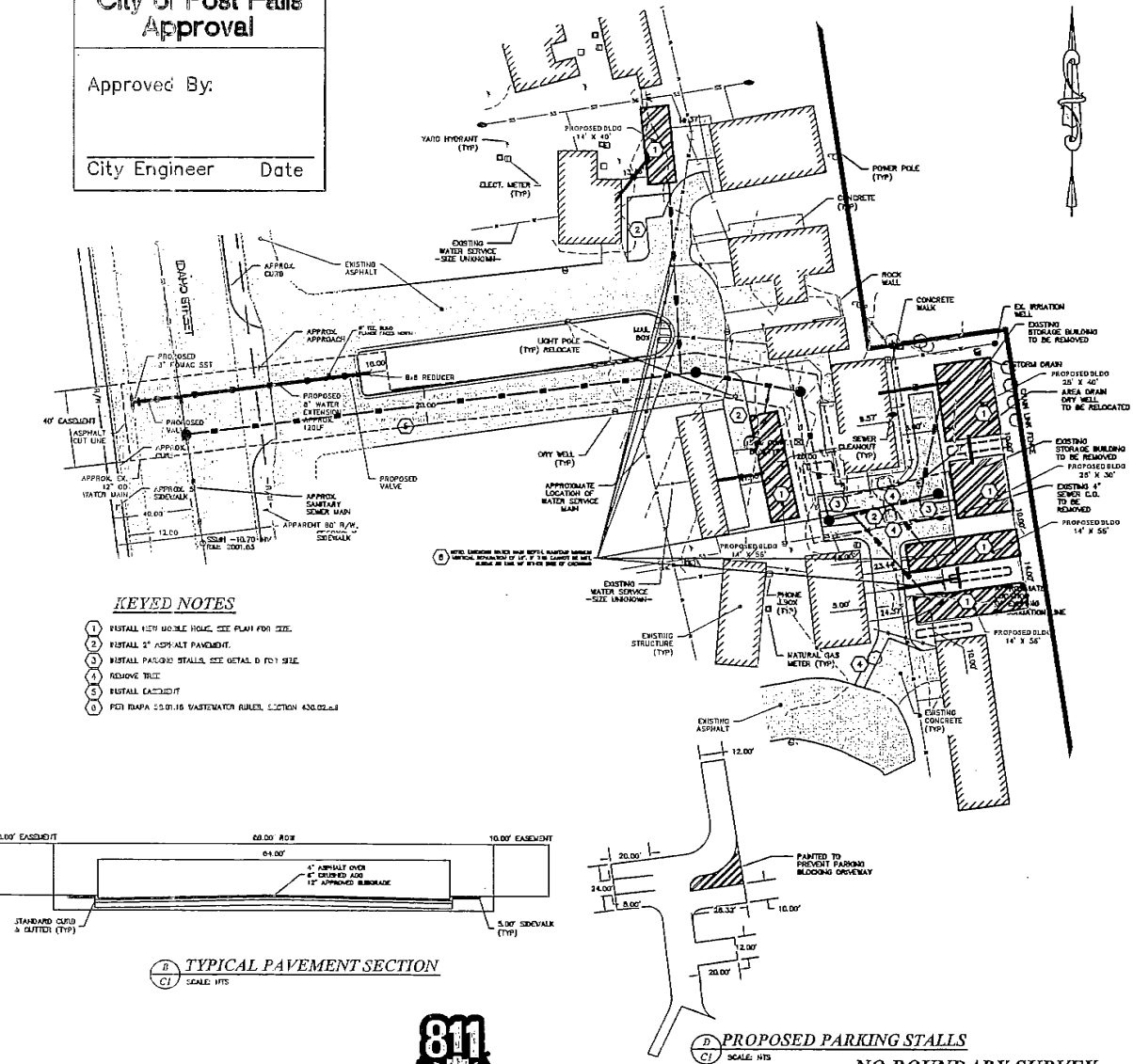
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**City of Post Falls
Approval**

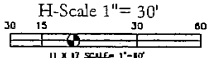
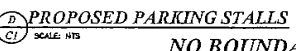
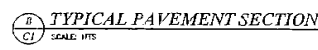
Approved By: _____

City Engineer Date



KEYED NOTES

1. INSTALL NEW MOBILE HOME SEE PLAN FOR SIZE.
2. INSTALL 2" ASPHALT PAVEMENT.
3. INSTALL PARKING STALLS SEE DETAIL D FOR SIZE.
4. REMOVE TRICE.
5. INSTALL EXISTING.
6. FOR RAMPAS 200-18 WATERWORKS RULES, LISTEN 430-02-01.



NO BOUNDARY SURVEY
PROPERTY LINES SHOWN ARE APPROXIMATE. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY BY ACE SOLUTIONS ENGINEERING AND SURVEYING.

DOMESTIC WATER

1. WATER MAINS UP TO 48-INCH DIAMETER SHALL BE PVC ASTM D 3034, 2003 S-1 WITH FIBREGLASS CASINGS. SEWER SERVICE CONNECTIONS SHALL BE MADE WITH A MINIMUM OF 6" OF EXISTING MAIN. IF A NEW BRANCH FROM EXISTING MAIN IS REQUIRED, THE MAIN SHALL BE ALLOWED ONLY WHEN PROVIDED BY THE CITY ENGINEER. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY STANDARD SPECIFICATIONS TO IAN/FILES ARE PROVIDED.

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ACE SOLUTIONS
600 N. Culture Court, Suite 1,
Post Falls, Idaho 83854
PHONE: (208) 777-4254
FAX: (208) 777-4228
www.acesolutions.com

PROFESSIONAL ENGINEER
STATE OF IDAHO
6996
DANIEL M. HAYES
LICENSE NO. 12345

**IMPROVEMENT PLANS FOR:
RIVERCITY VILLAGE MOBILE HOME PARK**
CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO

NO.	DATE	DESCRIPTION
1	11/15/23	ISSUE FOR PERMIT
2	11/15/23	ISSUE FOR PERMIT
3	11/15/23	ISSUE FOR PERMIT
4	11/15/23	ISSUE FOR PERMIT
5	11/15/23	ISSUE FOR PERMIT
6	11/15/23	ISSUE FOR PERMIT
7	11/15/23	ISSUE FOR PERMIT
8	11/15/23	ISSUE FOR PERMIT
9	11/15/23	ISSUE FOR PERMIT
10	11/15/23	ISSUE FOR PERMIT

DATE: 11/15/23
DRAWN BY: JAH
CHECKED BY: JAH
SCALE: AS SHOWN
SHEET NO. 1 OF 1
SHEET TITLE: SITE PLAN

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

William Jackson

FOR

River City Mobile Home Park

- | | |
|--------------|------------------------------------------------------------------------------------------|
| <u> X </u> | Street surfacing or infill paving |
| _____ | 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 |
| <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 referenced within Appendix I to this Agreement. |
| _____ | Other - as follows: |

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES FOR

River City Mobile Home Park

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:
\$ 94,350.00
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: \$ _____
3. Other improvements for which bonding are required: \$ _____.
4. Street trees within public right-of-way: \$ _____.
5. Total cost of improvements: **\$ 94,350.00**
6. Warranty amount: **\$ 9,435.00**

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

River City Mobile Home Park

Developer to submit detailed cost estimates. The cost estimate, unit quantities, and costs are provided for budgetary purposes. The Developer is required to construct the project in accordance with the approved construction drawings, regardless of variations in the cost estimate quantities and plan quantities.

ATTACHMENT "C-1"

River City 6-Unit Mobile Home Addition
Construction Cost Opinion

Date: March 2022
REVISED

Sheet 1 of 1
Estimate by: RJG

ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
Mobilization	LS	1	\$4,800.00	\$4,800.00
REMOVE TOPSOIL*	SF	4600	\$2.20	\$10,120.00
Finish Grading	SF	5000	\$0.85	\$4,250.00
PAVEMENT REPLACE	SF	7575	\$3.33	\$25,250.00
FIRE HYDRANT ASSEMBLY	EA	1	\$5,300.00	\$5,300.00
8x8 SS TAP & VALVE	EA	1	\$2,300.00	\$2,300.00
8" sewer main	LF	460	\$52.00	\$23,920.00
8" ISOLATION VALVE	EA	1	\$850.00	\$850.00
8" TEE	EA	1	\$250.00	\$250.00
48" SSMH	EA	4	\$3,300.00	\$13,200.00
TIE INTO EXISTING SS	EA	1	\$4,000.00	\$4,000.00
HYDROSEED	SF	440	\$0.25	\$110.00
			Total	\$94,350.00

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

River City Mobile Home Park

The Developer will be performing the majority of required improvements prior to Certificate of Occupancy. A surety company will post a performance guaranty acceptable to the City for the improvements per Section 2.02.

ATTACHMENT "D"

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

William Jackson

FOR

River City Mobile Home Park

CONSTRUCTION DRAWINGS

Plans Titled: **Improvement Plans for River City Mobile Home Park**

Dated: **11/7/19**

By: **Joseph Hassell, PE – ACE Solutions, LLC**

Sheets 1 through **5**.

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

William Jackson

FOR

River City Mobile Home Park

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

Rivercity Mobil Home Park Construction Schedule

March 2022

May

5-2-22

Install sewer main in Idaho Street to property

5-4-22

Install water main in Idaho Street to property, install fire hydrant

5-9-22

Continue sewer main extension on property with laterals

5-23-22

Install water services

June

6-6-22

Site grading, stormwater

6-27-22

Asphalt paving

July

7-6-22

Grass seeding, cleanup

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

William Jackson

FOR

River City Mobile Home Park

ENGINEERING SERVICES FEE SUMMARY

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

Right of way =	\$350.00
Utility Trench =	\$400.00
Sidewalk = \$150 + (\$0.60 pf x 45) =	\$177.00
Pavement = \$150 + (\$0.50 sy x 842) =	\$571.00
Water Pressure Test = \$120 per Observed Test x 2 Tests =	\$240.00
Sewer Pressure Test = \$120 per Observed Test x 4 Tests =	<u>\$480.00</u>
Total	\$2,218.00

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

William Jackson

FOR

River City Mobile Home Park

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Joseph Hassell, PE**
ENGINEERING FIRM: **ACE Solutions, LLC**
ADDRESS: **609 N. Calgary Ct. #7**
CITY: **Post Falls** STATE: **Idaho** ZIP: **83854**
PHONE NO.: **208-777-1854**
E-MAIL ADDRESS: **info@acesolutions.pro**

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

William Jackson

FOR

River City Mobile Home Park

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

William Jackson

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: N/A

Street light type: _____

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

Street light type: _____

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

TOTAL = \$_____

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

William Jackson

**FOR
IRRIGATION SYSTEMS**

Irrigation Meter Size & Service Line Size:

Irrigation Meter Size	\$ <u> N/A </u>
Capitalization Fee Based Upon Service Line Size	\$ <u> </u>
Total Irrigation Connection Fee	\$ <u> </u>

The Developer will be responsible for establishing an irrigation account with the City (\$10.00 fee), purchasing a meter, and paying all water capitalization fees associated with the project.

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

William Jackson

FOR

River City Mobile Home Park

N/A The Developer agrees to plant street trees approved in the Landscaping Plan and will not utilize the Cash In Lieu of Planting 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 \$400.00/each, as outlined per Section 2.12 A of the Agreement and City Ordinance No. 1217.

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: APRIL 19TH, 2022**

DATE: APRIL 11TH, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN – CITY ENGINEER
SUBJECT: FRONTAGE IMPROVEMENT WAIVER REQUEST – 1511 N. POST STREET

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council approves the waiver of frontage improvements request for 1511 N. Post Street.

DISCUSSION: Kyle Turner has requested a waiver of frontage improvements (sidewalk, curb and gutter, etc.) in front of the property located at 1511 N. Post Street.

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

APPROVED OR DIRECTION GIVEN: Staff has reviewed the site and recommends that the waiver be approved as there are no existing improvements in the vicinity and the improvements would be better established as part of a larger project.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: Map of location attached.



CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 4/19/2022

DATE: 4/13/2022 4:07 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Rob Palus, PE – Assistant City Engineer
SUBJECT: PRAIRIE AVENUE AND SPOKANE STREET PHASE 2 – UTILITY CONSTRUCTION REIMBURSEMENT AGREEMENT WITH EAST GREENACRES IRRIGATION DISTRICT

ITEM AND RECOMMENDED ACTION:

With approval, City Council authorizes the Mayor's signature on the Utility Construction Reimbursement Agreement with the East Greenacres Irrigation District.

DISCUSSION:

On March 7, 2022, the City of Post Falls awarded a contract for the construction of roadway improvements along Prairie Avenue and Spokane Street. A portion of the contracted work is to construct water main improvements for the benefit of the East Greenacres Irrigation District (EGAID). Relocation of existing watermain and extension of new watermain is needed to accommodate long-term maintenance of facilities and improve system reliability. The Utility Construction Reimbursement Agreement identifies an estimated reimbursement of \$228,280.00 from EGAID. The reimbursement is for construction of EGAID facilities and construction engineering associated with construction and project certification. Actual reimbursement will be based on the actual quantities of materials installed and the time spent for inspection and certification.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

May 12,2020 – Professional Services Agreement with JUB for Design of Prairie Avenue / Spokane Street Project.
September 15,2020 – Notice of Award for Spokane Street & Prairie Avenue – Phase I
September 7, 2021 – Additional Services with JUB for Sanitary Sewer design associated with widening Prairie Avenue
December 7, 2021 – Easement Acquisition Northwest Corner – Prairie Ave. / Spokane St.
December 21, 2021 – AVISTA Utility Agreement
January 24, 2022 – Request to bid project
March 7, 2022 – Award contract for construction

APPROVED OR DIRECTION GIVEN:

Council has approved project related actions to date.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$228,280.00 (reimbursement to City)

BUDGET CODE:

037-431.0000.31950

UTILITY CONSTRUCTION REIMBURSEMENT AGREEMENT

This **Utility Construction Reimbursement Agreement** ("Agreement") is entered into between City of Post Falls ("City"), a municipal corporation of the State of Idaho, and East Green Acres Irrigation District ("District"), sometimes, individually, a "Party" and collectively, the "Parties".

Background and Purpose: The City proposes to construct improvements as part of Prairie Ave. & Spokane St. Phase 2 ("the Project"). A portion of the work being constructed with the Project on behalf of the District is to construct watermains in conjunction with roadway construction Project. This Agreement states the terms by which the cost of the utility construction by City shall be reimbursed by District.

City agrees to provide, engineering, planning, design, scheduling, and construction services collectively, ("Work") to install watermains.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties mutually agree as follows:

Section 1 Statement of Work

1.1 The Parties agree that the public infrastructure and other public facilities and their estimated costs that are the subject of this Agreement are those listed on **Exhibit A**, attached hereto and incorporated by reference herein. City will perform the following tasks:

- 1.1.1 Draft Engineering drawings and specifications.
- 1.1.2 Plan, design, and schedule Work.
- 1.1.3 Provide material and labor to construct approximately 459 feet of 8" watermain and approximately 805 feet of 10" watermain.

Section 2 Term of Agreement

This Agreement will become effective when executed by both Parties and terminate when City has made a full accounting to the District showing the actual costs charged against the Project and District has made final payment in accordance with Section 3 of this Agreement. City's estimated completion date for the Work is October 28, 2022, provided that this Agreement is executed by April 19, 2022.

Section 3 Compensation

- 3.1 City's *estimated* cost for the Work identified in **Exhibit A** is \$216,280 for construction (Basis of Bid Schedule 3 – EGAID Water) and \$12,000 for engineering (JUB Additional Services) for a total estimate of \$228,280.00.
- 3.2 During the performance of the Work, City will provide progressive invoices to District based on actual costs incurred up to the date of the invoice in connection with the Work,
- 3.3 Upon completion of the Work, City will submit a final invoice to District, reflecting the actual cost of such Work, less any other interim payments and/or Change Orders paid by District.
- 3.4 District shall pay the amount billed by City within 30 days of District's receipt of any progressive and final invoices submitted for the Work.
- 3.5 If elements of the Work change, the Parties shall execute a Change Order to this Agreement that reflects the required changes, and the costs and schedule associated with same. Such Change Order will be incorporated into this Agreement by this reference upon execution by both Parties.
- 3.6 In the event that the actual costs of the Relocation Work materially deviate from the estimated costs identified in Section 3.1 above due to circumstances beyond City's control (e.g. encountering sold rock, etc.), City may, at its option, either (i) modify the estimated cost of the Work; or (ii) require District to make an interim payment reflecting the difference between the estimated and actual costs. City reserves the right to stop performance of the Work for District's nonpayment.

UTILITY CONSTRUCTION REIMBURSEMENT AGREEMENT

- 3.5 District shall be responsible for, and shall pay to City, 100% of the actual costs of the Work identified in **Exhibit A**.

Section 4 Notices to the Parties

- 4.5 All notices, demands, requests, and other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth below. Such notices, demands, requests, and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.
- 4.6 Notices to City:
Robert S. Palus, PE – Assistant City Engineer
408 N. Spokane St.
Post Falls, ID. 83854
Phone: 208-457-3331
Email: rpalus@postfallsidaho.org
- 4.7 Notices to the District:
Ron Wilson – District Manager
2722 N. McGuire Rd.
Post Falls, ID. 83854
Phone: 208-773-7579
Email: ron@eastgreenacres.org
- 4.8 Either Party may change its address, designated Representative, or other point-of-contact or delegate by providing written notice to the other Party as set forth above.

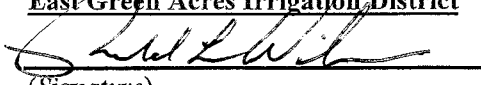
Section 5 Other Provisions:

- 5.1 **Governing Law and Venue.** This Agreement will be interpreted and enforced in accordance with the laws of the State of Idaho. Any lawsuit or litigation for any breach of this Agreement must be instituted and determined only in the District Court for the First Judicial District of the State of Idaho in the County of Kootenai and may not thereafter be removed to any other State or Federal Court.
- 5.2 **Further Assurances.** Each Party agrees to perform such further acts and to execute and deliver such additional agreements, documents, acknowledgements, and instruments as the other Party may reasonably require consummating, evidencing, confirming, or carrying out the intent of this Agreement.
- 5.3 **Entire Agreement:** This Agreement contains the entire understanding between the Parties as to its subject matter. Any representation, promise, modification, or amendment to this Agreement (or any incorporated documents), will not be binding upon either Party unless reduced to writing and signed by each Party. The invalidity or unenforceability of any provision under this Agreement will not affect the other provisions, and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted. The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Agreement, or to exercise any rights available to it under this Agreement, will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.
- 5.4 **Headings:** Section headings are for convenience only and will not be given effect in interpretation of this Agreement.

UTILITY CONSTRUCTION REIMBURSEMENT AGREEMENT

- 5.5 **Assignment:** The Parties shall not transfer or assign this Agreement, in whole or part, without the prior written consent. This Agreement shall inure to the benefit of and be binding upon Parties and their respective successors and permitted assigns.
- 5.6 **Amendments/Waivers:** Except as otherwise provide in this Agreement, no Amendments, changes, supplements, waivers, modifications of any provision of this Agreement will be valid unless agreed to in writing and signed by both Parties.
- 5.7 **Independence:** The Parties shall always be an independent entity and not an agent or representative of the other Party. In no event shall the Parties be authorized to enter into any Agreement or undertaking on the other Parties behalf.

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

East Green Acres Irrigation District

(Signature)

Ronald L. Wilson
(Printed Name)

District Manager
(Title)

April 6, 2022
(Date Signed)

City of Post Falls

Ronald G. Jacobson, Mayor
(Date Signed)

ATTEST:

Shannon Howard, City Clerk
(Date Signed)

EXHIBIT "A" 1/5

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
BASE BID					
SCHEDULE 1 – TRANSPORTATION					
2010.4.1.A.1	Mobilization, Demobilization, Bonding, and Insurance (Schedule 1)	LS	1	\$ 450,000.00	\$ 450,000.00
201.4.1.G.1	Removal of Obstructions, Project Stations 19+00 to 43+00	LS	1	\$ 48,795.00	\$ 48,795.00
201.4.1.G.3	Removal of Obstructions, Project Stations 108+00 to 140+00 and 67+00 to 76+00	LS	1	\$ 25,000.00	\$ 25,000.00
202.4.1.D.1	Excavation and Site Grading, Project Stations 19+00 to 47+00	LS	1	\$ 75,000.00	\$ 75,000.00
202.4.1.E.1	Excavation and Embankment, Project Stations 108+00 to 140+00 and 67+00 to 76+00	LS	1	\$ 181,839.00	\$ 181,839.00
202.4.6.B.1	Imported Borrow	TON	22,000	\$ 14.00	\$ 308,000.00
202.4.9.A.1	Soft Spot Repair	CY	1,858	\$ 29.00	\$ 53,882.00
206.4.1.K.1	Permanent Erosion Control	LS	1	\$ 71,957.00	\$ 71,957.00
401.4.1.A.1	Water Main Pipe - Size 8" - Type PVC AWWA C900, DR18	LF	325	\$ 97.00	\$ 31,525.00
402.4.1.A.1	Gate Valve - Size 8"	EA	4	\$ 43,541.00	\$ 174,164.00
403.4.1.A.1	Hydrant (EGID)	EA	1	\$ 16,884.00	\$ 16,884.00
403.4.1.B.1	Hydrant (City)	EA	3	\$ 81,662.00	\$ 244,986.00
404.4.1.A.1	Water Service Connection (City) - Size 1"	EA	10	\$ 1,410.00	\$ 14,100.00
601.4.1.A.5	10-inch Storm Drain Pipe, Class D3034 PVC	LF	409	\$ 67.00	\$ 27,403.00
601.4.1.A.7	12-inch Storm Drain Pipe, Class C900 PVC	LF	292	\$ 107.00	\$ 31,244.00
602.4.1.A.1	Storm Drain Manhole	EA	2	\$ 38,300.00	\$ 76,600.00
602.4.1.F.1	Catch Basin - Type 1	EA	20	\$ 3,028.00	\$ 60,560.00
602.4.1.P.1	Drainage Curb Cut	EA	97	\$ 1,230.00	\$ 119,310.00
602.4.1.Q.1	Curb Cut Extension	SF	72	\$ 72.00	\$ 5,184.00
705.4.1.A.1	Truck Apron Concrete	SY	490	\$ 148.00	\$ 72,520.00
706.4.1.A.3	Standard Straight Curb	LF	864	\$ 40.00	\$ 34,560.00
706.4.1.A.5	Standard Curb and Gutter	LF	8,279	\$ 28.00	\$ 231,812.00
706.4.1.A.7	Median Curb	LF	2,096	\$ 31.00	\$ 64,976.00

EXHIBIT "A" 215

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
706.4.1.A.13	Truck Apron Curb	LF	302	\$ 516.00	\$ 16912.00
706.4.1.A.15	Central Island Curb	LF	186	\$ 109.00	\$ 20274.00
706.4.1.B.1	Valley Gutter	LF	22	\$ 85.00	\$ 1870.00
706.4.1.E.1	Concrete Sidewalk	SY	2,827	\$ 71.00	\$ 200717.00
706.4.1.F.1	Concrete Driveway Approach - Type B	SY	439	\$ 103.00	\$ 45217.00
706.4.1.F.3	Concrete Driveway Approach - Type A1	SY	29	\$ 131.00	\$ 3799.00
706.4.1.H.1	Pedestrian Ramp and Tactile Warning Surfaces	SY	261	\$ 215.00	\$ 56115.00
706.4.1.I.1	Bike Exit/Entrance Ramps	SF	1,488	\$ 20.00	\$ 29760.00
706.4.1.K.1	Splitter Island Concrete	SY	325	\$ 73.00	\$ 23725.00
802.4.1.B.1	Crushed Aggregate for Base Type I	TON	8,559	\$ 23.00	\$ 196857.00
810.4.1.A.1	Plant Mix Pavement, 1/2" SP-3	TON	5,810	\$ 92.00	\$ 534520.00
810.4.1.B.1	Multi-use Trail	SY	3,870	\$ 12.00	\$ 46440.00
1001.4.2.B.1	Stabilized Construction Entrance	EA	4	\$ 3771.00	\$ 15084.00
1003.4.1.C.1	Silt Fence	LF	1,272	\$ 5.00	\$ 6360.00
1006.4.1.C.1	Inlet Protection	EA	32	\$ 217.00	\$ 6944.00
1102.4.1.A.1	Lighting Preparations (KEC)	LS	1	\$ 5100.60	\$ 5100.60
1102.4.1.A.3	Lighting Preparations (Avista)	LS	1	\$ 112703.00	\$ 112703.00
1103.4.1.A.1	Construction Traffic Control	LS	1	\$ 6093.00	\$ 6093.00
1103.4.1.C.1	Class III Terminus Barricade	EA	2	\$ 572.00	\$ 1144.00
1103.4.1.C.3	Class II Terminus Barricade	EA	3	\$ 391.00	\$ 1173.00
1104.4.1.A.1	Waterborne Pavement Markings	SF	12,545	\$ 0.40	\$ 5018.00
1104.4.1.B.1	Thermoplastic Pavement Markings	SF	2,500	\$ 12.00	\$ 30000.00
1105.4.1.E.1	Permanent Signing	EA	62	\$ 752.00	\$ 46624.00
2020.4.1.A.1	Survey Monument	EA	5	\$ 1800.00	\$ 9030.00
2030.4.1.A.1	Manhole, Adjust to Grade	EA	8	\$ 1226.00	\$ 9808.00
2030.4.1.C.1	Valve Box, Adjust to Grade	EA	13	\$ 867.00	\$ 11271.00
2030.4.1.D.1	Sewer Clean Out, Adjust to Grade	EA	1	\$ 1030.00	\$ 1030.00
SP-1.1	Drywell - Single Depth	EA	10	\$ 3274.00	\$ 32740.00
SP-1.2	Drywell - Double Depth	EA	9	\$ 3927.00	\$ 35243.00
SP-2	Reset Sign on New Post	EA	7	\$ 169.00	\$ 1183.00
SP-3	Sidewalk Underdrain (Precast)	EA	1	\$ 1489.00	\$ 1489.00
SP-5	Relocate Mailbox	EA	4	\$ 602.00	\$ 2408.00
SP-6.1	3/8" Chip Seal	SY	8,454	\$ 5.80	\$ 49033.20
SP-6.2	Fog Coat	GAL	1,305	\$ 4.20	\$ 5481.00

EXHIBIT "A" 3/5

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
SP-7.1	Raised Pavement Marker	EA	30	\$ 6.00	\$ 180.00
SP-7.2	Ground Mounted Delineators	EA	5	\$ 181.00	\$ 905.00
SP-8	Orange Construction Fence	LF	1,411	\$ 5.00	\$ 7055.00
SP-9.1	Rectangular Rapid-Flashing Beacon (Single Sided)	EA	12	\$ 9294.00	\$ 111528.00
SP-9.2	Rectangular Rapid-Flashing Beacon (Double Sided)	EA	4	\$ 14645.00	\$ 58580.00
SP-10	Irrigation Sleeves	LF	780	\$ 15.00	\$ 11700.00
SP-11.1	Landscape Irrigation <Crown Pointe>	LS	1	\$ 29644.00	\$ 29644.00
SP-11.2	Landscape Irrigation <Crown Pointe Apartments>	LS	1	\$ 47768.00	\$ 47768.00
SP-11.3	Landscape Irrigation <Rory Springs>	LS	1	\$ 12101.00	\$ 12101.00
SP-11.4	Landscape Irrigation <Greenside Vistas>	LS	1	\$ 33335.00	\$ 33335.00
SP-11.5	Landscape Irrigation <Jasmine Addition>	LS	1	\$ 13339.00	\$ 13339.00
SP-11.6	Landscape Irrigation <City of Post Falls>	LS	1	\$ 60910.00	\$ 60910.00
SP-11.7	Landscape Irrigation <Grayling Estates>	LS	1	\$ 20123.00	\$ 20123.00
SP-11.8	EGID Connection Fee (2" Service)	CA	1	\$ 4000.00	\$ 4000.00
SP-11.9	New Irrigation Service Tap	EA	5	\$ 625.00	\$ 3125.00
SP-11.10	New Irrigation Service Line - Water Main to Meter (2")	LF	329	\$ 27.00	\$ 8883.00
SP-11.11	New Irrigation Meter Box	EA	5	\$ 2674.00	\$ 13370.00
SP-11.12	New Irrigation Meter Set (2")	EA	5	\$ 3423.00	\$ 17115.00
SP-11.13	New Irrigation Backflow Assembly (2")	EA	5	\$ 3755.00	\$ 18775.00
SP-11.14	New Irrigation Control	EA	5	\$ 3200.00	\$ 16000.00
SP-11.15	Provide New Power	CA	5	\$ 10000.00	\$ 50000.00
SP-12	Planting	LS	1	\$ 196630.00	\$ 196630.00
SP-13	Tree Root Barrier	EA	24	\$ 378.00	\$ 9072.00

SCHEDULE 2 - SEWER

2010.4.A.3	Mobilization, Demobilization, Bonding, and Insurance (Schedule 2)	LS	1	\$ 158042.00	\$ 158042.00
201.4.1.H.1	Removal of Obstructions: Demolition of Existing Grayling and Prairie Falls II Lift Stations	LS	1	\$ 46885.00	\$ 46885.00
201.4.1.I.1	Removal of Obstructions: Demolition of Existing Gravity Sewer Infrastructure for Project Stations 205+39 to 206+25 and 217+17 to 218+00	LS	1	\$ 33851.00	\$ 33851.00
501.4.1.B.1	Gravity Sewer Pipe - 8" PVC C900 (includes excavation, bedding, backfill, etc.)	LF	14	\$ 413.00	\$ 5782.00

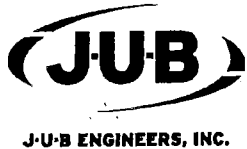
EXHIBIT "A" 4/5

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
501.4.1.B.3	Gravity Sewer Pipe – 8" PVC SDR 35 3034 (includes excavation, bedding, backfill, etc.)	LF	295	\$ 78.00	\$ 23010.00
501.4.1.B.5	Gravity Sewer Pipe – 10" PVC SDR 35 3034 (includes excavation, bedding, backfill, etc.)	LF	5	\$ 140.00	\$ 700.00
501.4.1.B.7	Gravity Sewer Pipe – 12" PVC SDR 35 3034 (includes excavation, bedding, backfill, etc.)	LF	106	\$ 107.00	\$ 11342.00
501.4.1.B.9	Gravity Sewer Pipe – 21" PVC SDR 35 3034 (includes excavation, bedding, backfill, etc.)	LF	2,039	\$ 182.00	\$ 371098.00
502.4.1.A.1	Sanitary Sewer Manhole – 48"	EA	4	\$ 3757.00	\$ 15028.00
502.4.1.A.2	60-in Manhole with 30" access	EA	10	\$ 7830.00	\$ 78300.00
512.4.1.A.1	Sewage Bypass System	LS	1	\$ 22067.00	\$ 22067.00
SCHEDULE 3 – EGID WATER					
401.4.1.A.5	Mobilization, Demobilization, Bonding, and Insurance (Schedule 3)	LS	1	\$ 50850.00	\$ 50850.00
401.4.1.A.1	Water Main Pipe – Size 8" – Type PVC AWWA C900, DR18	LF	459	\$ 82.00	\$ 37638.00
401.4.1.B.1	Water Main Pipe - Size 10" - Type PVC AWWA C900, DR18	LF	805	\$ 104.00	\$ 83720.00
402.4.1.A.1	Gate Valve - Size 8"	EA	3	\$ 4172.00	\$ 12516.00
402.4.1.B.1	Gate Valve - Size 10"	EA	7	\$ 4508.00	\$ 31556.00
ADDITIVE ALTERNATE – ITEM A					
SP-4	Retaining Wall – Item A	LS	1	\$ 58341.00	\$ 58341.00
BASE BID TOTAL					\$ 5306028.20
BASE BID + ADDITIVE ALTERNATE – ITEM A TOTAL					\$ 5364369.20

The owner will review the bids and consider an award based on the total of the Base Bid or the Base Bid plus Additive Alternate – Item A.

Bid prices listed shall include all applicable taxes and fees.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.



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

Authorization for Additional Services

CLIENT: City of Post Falls
Project Name: Spokane Street and Prairie Avenue Project
J-U-B Project Number: 20-20-039

- 1. Additional Services. The following additional items of work on the project referenced above have been or will be provided by J-U-B ENGINEERS, Inc. (J-U-B). These Additional Services are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated 5/19/2020. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

Add Task 02W – Phase 2 Services – Incorporate existing East Greenacres Irrigation District (EGID) Water line plan sheets in Spokane Street. Show new roadway profile on EGID plans. Design approximately 620 ft of new 10" water main in Prairie Ave to increase the elevation of the main to meet the new roadway design grades. Coordinate design and reviews with EGID. Add bid items and specs to City bid package.

Add Task 04W EGID Construction Management Services to include Spokane Street and Prairie Avenue water main construction staking and record drawing redlines. EGID will provide on site observation. J-U-B will combine EGID services with overlapping City services when possible. Actual needs will be construction schedule, phasing and contractor dependent.

- 2. Verbal Authorization by CLIENT, if Applicable. J-U-B was verbally authorized by the CLIENT to provide these Additional Services by:

[Signature] 4-6-2022
Name Date

- 3. Payment for Additional Services. Unless otherwise noted below, J-U-B will provide these Additional Services on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

- Task 02W – Phase 2 Services – EGAID Water; \$9,000 LS
- Task 04W - EGAID CMS, Const Staking, Record Dwg ; Estimated at \$3,000 T&M

- 4. Schedule of Services. Due to the Additional Services, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

Concurrent with the existing agreement.

Dated this 15th day of April, 2021,

CLIENT

J-U-B ENGINEERS, Inc.

By: [Signature]
Project Representative or Authorized Signatory for CLIENT

By: [Signature]
Project Representative or Authorized Signatory for J-U-B

Robert S. Palus, PE
Print or Type Name and Title

A. Jay Hassell, PE; Assistant Area Manager
Print or Type Name and Title

Assistant City Engineer
City of Post Falls

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS
MEETING DATE: APRIL 19TH, 2022**

DATE: APRIL 11TH, 2022
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Andrew Arbini, Projects Division Manager
SUBJECT: PONDEROSA LIFT STATION BID AWARD TO STRIDER CONSTRUCTION

ITEM AND RECOMMENDED ACTION: City Council approves the recommendation of award for the Ponderosa lift station replacement project to Strider Construction and authorizes the Mayor to sign the Notice of Award and other contract documents.

DISCUSSION: In 2021, seven contractors were prequalified to bid on this project. Plans and specifications were finalized in early 2022 and distributed to all pre-qualified contractors. On March 24, 2022, the City opened bids for the Ponderosa lift station replacement project. The Engineer's Estimate for construction is \$2,425,854. The City received bids from two of seven prequalified bidders. Strider Construction submitted the apparent low bid of \$2,814,154. Following review, T-O and City Staff recommends the award to Strider Construction. Ponderosa lift station was constructed in 1985, upgraded in 1995, and remains in operation with minimal improvement since that time. The lift station services most of the eastern portion of Post Falls, currently including the Highway 41 corridor. Improvements to the Ponderosa lift station were identified in the 2019 Wastewater Collection System Master Plan and were listed as a Priority 1 project, to be completed within 5 years. During design of the project, T-O and the City determined that rehabilitation of the existing lift station was not feasible and recommended the full replacement of the facility. The project will include a new lift station as well as emergency storage to be used in the event of a major equipment failure. Construction is anticipated to begin in Spring 2022 and completed in early 2023. To facilitate current lead times on pumps and electrical equipment, the project completion timeframe was extended from that anticipated earlier in the design phase.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

September 7, 2021, Temporary Construction Easement for Ponderosa Lift Station construction
April 6, 2021, Additional Services Agreement with T-O Engineers to prequalify contractors
March 17, 2020, Engineering Services Agreement with T-O Engineers

APPROVED OR DIRECTION GIVEN:

Council Approved the items noted above

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: Funding for this work will come from the City's Wastewater Replacement Funds. City Council approval is requested for the base bid of \$2,814,154 and a contingency of 10 percent in the amount of \$281,415 for potential change orders for

unforeseen conditions and/or changes that would benefit the Wastewater Collection System for a total of \$3,095,569. Change orders utilizing the contingency funds will require approval and signature by the Public Works Director or his designee.

BUDGET CODE: 652-463.3214.95520

SUPPORTING DOCUMENTS:

Engineer's Recommendation of Award

Memorandum of Legal Counsel

Notice of Award

NOTICE OF AWARD

Dated: April 20th, 2022

TO: Strider Construction Co., Inc.

(BIDDER)

ADDRESS: 4721 Northwest Dr.

Bellingham, WA 98226

OWNERS' CONTRACT NO. 200143

CONTRACT FOR: City of Post Falls Ponderosa Lift Station Replacement

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated March 24, 2022 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for Post Falls Ponderosa Lift Station Replacement.

The Contract Price of your contract is \$ 2,814,154.00.

Three copies each of the proposed Agreement and Contract Bond Forms accompany this Notice of Award.

Three (3) sets of the Construction Specifications and Drawings will be delivered separately or otherwise made available to you immediately. Additional copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award that is by April 30th, 2022.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all required bonds.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, paragraph 17, General Conditions, Article 5 and Supplemental Conditions, Section 1000.
3. You must deliver with the executed Agreement the Certificates of Insurance as specified in the Instructions to Bidders, paragraph 17, General Conditions, Article 5 and Supplemental Conditions, Section 1000.
4. The Contractor shall have possessed and retained a valid Idaho Public Works Contractor's License of the appropriate classification at the time of bid submittal.

COPY to ENGINEER
(Use certified Mail,
Return Receipt Requested)

5. The Contractor shall assure that the Subcontractor(s) have possessed and retained a valid Idaho Public Works Contractor's License of the appropriate classification at the time of bid submittal.
6. The Contractor should be prepared to receive a Notice to Proceed with an effective date for commencement of construction on to be determined at Pre-Construction Conference.
7. Other Conditions and Precedents:
 - a. Complete Public Works Contract Report (WH-5) and submit to Idaho State Tax Commission within thirty days of award.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within thirty days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

ACCEPTANCE OF AWARD

 City of Post Falls, Idaho
 (OWNER)

 (CONTRACTOR)

By: _____
 (AUTHORIZED SIGNATURE)

By: _____
 (AUTHORIZED SIGNATURE)

 Mayor
 (TITLE) (DATE)

 (TITLE) (DATE)

March 28, 2022

Andrew Arbini
City of Post Falls
408 N. Spokane St.
Post Falls, ID 83854
aarbini@postfallsidaho.org

RE: 2022 Ponderosa Lift Station Replacement Bid

Subject: Engineer's Recommendation of Award

Dear Andrew:

As specified, sealed bids received March 24, 2022, were publicly opened and read aloud. Two (2) bids were received for the project. The following table is a summary of bids received:

<u>Contractor</u>	<u>Bid</u>
S & L Underground, Inc.	\$3,388,319.00
Strider Construction	\$2,814,154.00

We have reviewed all bids that were submitted. Both bidders did not state the bid unit price of each item in words and numerals in accordance with Instruction for Bidders, Section 12.2 within the Bidding Information of the contract documents. There appears to be no math errors or discrepancies in the indicated sum of any bid item or bid total.

The apparent low, responsive bidders bid was 17% higher than the engineer's estimate. It appears that Strider Construction is the low, responsive bidder and we recommend award be made to them. A bid summary and detailed bid tabulation are enclosed for your review. This award should be made contingent upon City of Post Falls review and approval.

Should you have any questions regarding the bid, bid results, and subsequent award process, please call.

Sincerely,
T-O Engineers



Zachary J Thompson, P.E.
Project Manager

Attachments: Bid Summary
Bid Tabulations

BID SUMMARY

PROJECT TITLE: Ponderosa Lift Station Replacement
 PROJECT LOCATION: Kootenai County, Idaho
 PROJECT NUMBER: 200143
 OWNER: The City of Post Falls
 ENGINEER: T-O Engineers, Inc.
 BID OPENING: March 24, 2022, 10:00am
 BID LOCATION: City of Post Falls, City Hall

BID INFORMATION:

		Bidder #1	Bidder #2
CONTRACTOR:	ENGINEER'S ESTIMATE	S&L Underground	Strider Construction
Bid Schedule A		X	X
Bidder's Checklist		X	X
Required Bid Security		X	X
Designation of Subcontractors		X	X
Non-Collusion Affidavit		X	X
Anti-Discrimination Affidavit		X	X
Affidavit of Payment or Securement of All Taxes		X	X
Non-Discrimination Exhibit C		X	X
Bid	\$2,425,854.81	\$3,388,319.00	\$2,814,154.00
Corrections		\$0.00	\$0.00
Corrected Total	\$2,425,854.81	\$3,388,319.00	\$2,814,154.00
Responsive Bidder		Yes	Yes
Bidder Rank		2	1

THE CITY OF POST FALLS
PONDEROSA LIFT STATION REPLACEMENT
Tabulation of Bids
March 24, 2022

Item Description	Quantity	Units	Engineers Estimate		S&L Underground		Strider Construction	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule A - Ponderosa Lift Station Replacement								
Mobilization (not to exceed 5% of Total Bid)	1	LS	\$121,226.00	\$121,226.00	\$170,000.00	\$170,000.00	\$300,000.00	\$300,000.00
Quality Control	1	LS	\$34,976.11	\$34,976.11	\$100,000.00	\$100,000.00	\$15,000.00	\$15,000.00
Temporary Construction Fence	345	LF	\$13.55	\$4,674.75	\$40.00	\$13,800.00	\$10.00	\$3,450.00
Tree Protection Zone (TPZ)	15	EA	\$491.49	\$7,372.28	\$350.00	\$5,250.00	\$75.00	\$1,125.00
Dust Control	1	LS	\$16,747.80	\$16,747.80	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00
Silt Fence	305	LF	\$4.88	\$1,487.79	\$12.00	\$3,660.00	\$5.00	\$1,525.00
Fiber Rolls	56	LF	\$6.10	\$341.76	\$24.00	\$1,344.00	\$10.00	\$560.00
Stabilized Construction Entrance	1	EA	\$2,279.87	\$2,279.87	\$3,400.00	\$3,400.00	\$10,000.00	\$10,000.00
Erosion Control Blanket	172	SY	\$10.84	\$1,864.48	\$32.00	\$5,504.00	\$10.00	\$1,720.00
Rip Rap	15	SY	\$162.60	\$2,439.00	\$150.00	\$2,250.00	\$75.00	\$1,125.00
Removal of Obstructions	1	LS	\$11,154.14	\$11,154.14	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00
Removal of Existing Lift Station	1	LS	\$43,360.00	\$43,360.00	\$38,000.00	\$38,000.00	\$6,500.00	\$6,500.00
Removal of Existing Sidewalk, Curb, and Gutter	1	LS	\$2,710.00	\$2,710.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
Removal of Trees	1	LS	\$6,504.00	\$6,504.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
Additional Tree Removal	4	EA	\$401.62	\$1,606.49	\$500.00	\$2,000.00	\$250.00	\$1,000.00
Clearing and Grubbing	1,625	SY	\$5.89	\$9,564.95	\$12.00	\$19,500.00	\$2.00	\$3,250.00
General Excavation for Site Grading	660	CY	\$38.61	\$25,483.97	\$28.00	\$18,480.00	\$5.00	\$3,300.00
Rock Excavation	15	CY	\$46.37	\$695.60	\$500.00	\$7,500.00	\$125.00	\$1,875.00
3/4" Type I Crushed Aggregate	1,120	SY	\$42.76	\$47,895.46	\$14.00	\$15,680.00	\$16.00	\$17,920.00
Waste Material	283	CY	\$42.76	\$12,102.16	\$28.00	\$7,924.00	\$17.00	\$4,811.00
Pipeline Trench Excavation and Backfill 0-8ft Depth (1 pipe)	137	LF	\$100.43	\$13,753.24	\$120.00	\$16,440.00	\$85.00	\$11,645.00
Pipeline Trench Excavation and Backfill 0-8ft Depth (2 or more pipes)	241	LF	\$163.30	\$39,356.41	\$165.00	\$39,765.00	\$135.00	\$32,535.00
Pipeline Trench Excavation and Backfill 8-15ft Depth (1 pipe)	225	LF	\$163.30	\$36,743.54	\$240.00	\$54,000.00	\$210.00	\$47,250.00
Imported Bedding	603	LF	\$11.18	\$6,739.15	\$12.00	\$7,236.00	\$35.00	\$21,105.00
Unsuitable Trench Excavation, Replacement, and Disposal	30	CY	\$45.53	\$1,365.84	\$38.00	\$1,140.00	\$100.00	\$3,000.00
1.5" DR-7 HDPE Water Pipe	42	LF	\$10.11	\$424.50	\$14.00	\$588.00	\$8.00	\$336.00
2" Eclipse #2 Post Hydrant	1	LS	\$6,176.75	\$6,176.75	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
Superpave 3 Hot Mix Asphalt	290	SY	\$90.24	\$26,170.89	\$65.00	\$18,850.00	\$50.00	\$14,500.00
Potholing and Location of Private 2" Force Main	1	LS	\$3,252.00	\$3,252.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00
Valve Vault and Flow Meter Miscellaneous Piping and Fittings	1	LS	\$5,420.00	\$5,420.00	\$85,000.00	\$85,000.00	\$22,000.00	\$22,000.00
8" ASTM D3034 SDR 35 PVC Pipe	40	LF	\$47.66	\$1,906.56	\$30.00	\$1,200.00	\$16.00	\$640.00
10" ASTM D3034 SDR 35 PVC Pipe	56	LF	\$41.26	\$2,310.34	\$40.00	\$2,240.00	\$26.00	\$1,456.00
12" ASTM D3034 SDR 35 PVC Pipe	5	LF	\$38.06	\$190.32	\$325.00	\$1,625.00	\$160.00	\$800.00
15" ASTM D3034 SDR 35 PVC Pipe	33	LF	\$55.94	\$1,846.15	\$68.00	\$2,244.00	\$65.00	\$2,145.00
24" ASTM D679 SDR 35 PVC Pipe	67	LF	\$205.99	\$13,801.46	\$147.00	\$9,849.00	\$1,285.00	\$86,095.00
6" PVC C900 DR 18 Pipe	53	LF	\$27.01	\$1,431.64	\$24.00	\$1,272.00	\$18.00	\$954.00
10" C900 DR-18 PVC Pipe	193	LF	\$58.90	\$11,366.93	\$46.00	\$8,878.00	\$45.00	\$8,685.00
12" C900 DR-18 PVC Pipe	120	LF	\$83.15	\$9,977.76	\$68.00	\$8,160.00	\$60.00	\$7,200.00
2" HDPE DR-7 Pipe	31	LF	\$8.09	\$250.73	\$24.00	\$744.00	\$12.00	\$372.00
2" Saddle Tap to Gravity Main	1	EA	\$1,651.58	\$1,651.58	\$1,750.00	\$1,750.00	\$250.00	\$250.00
12" ADS N-12 Dual Wall HDPE Storm Pipe	85	LF	\$11.78	\$1,001.01	\$26.00	\$2,210.00	\$20.00	\$1,700.00
6" PVC 90° Elbow	2	EA	\$698.27	\$1,396.54	\$300.00	\$600.00	\$280.00	\$560.00
8" DI 45° Elbow	1	EA	\$1,046.54	\$1,046.54	\$400.00	\$400.00	\$375.00	\$375.00
10" DI 45° Elbow	3	EA	\$1,160.29	\$3,480.88	\$800.00	\$2,400.00	\$600.00	\$1,800.00
12" DI 45° Elbow	3	EA	\$1,274.05	\$3,822.15	\$900.00	\$2,700.00	\$725.00	\$2,175.00
10" x 10" x 12" DI Tee	1	EA	\$608.21	\$608.21	\$2,800.00	\$2,800.00	\$2,350.00	\$2,350.00
12" DI Tee	2	EA	\$608.21	\$1,216.42	\$3,200.00	\$6,400.00	\$2,150.00	\$4,300.00
10" DI 90° Elbow	1	EA	\$1,593.41	\$1,593.41	\$1,200.00	\$1,200.00	\$900.00	\$900.00

**THE CITY OF POST FALLS
PONDEROSA LIFT STATION REPLACEMENT
Tabulation of Bids
March 24, 2022**

Item Description	Quantity	Units	Engineers Estimate		S&L Underground		Strider Construction	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
10" DI FL Cross	1	EA	\$1,322.62	\$1,322.62	\$1,600.00	\$1,600.00	\$1,375.00	\$1,375.00
10" DI FL Tee	1	EA	\$3,149.88	\$3,149.88	\$1,000.00	\$1,000.00	\$870.00	\$870.00
10"x12" D.I. Reducer	1	EA	\$1,102.45	\$1,102.45	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
8"x12" D.I. Reducer	1	EA	\$1,018.93	\$1,018.93	\$1,000.00	\$1,000.00	\$870.00	\$870.00
10" Gate Valve w/Thrust Blocking	1	EA	\$3,124.74	\$3,124.74	\$3,200.00	\$3,200.00	\$3,000.00	\$3,000.00
12" Plug Valve w/Thrust Blocking	4	EA	\$3,394.11	\$13,576.45	\$3,800.00	\$15,200.00	\$3,200.00	\$12,800.00
24" Plug Valve w/Thrust Blocking	1	EA	\$5,656.85	\$5,656.85	\$23,000.00	\$23,000.00	\$22,750.00	\$22,750.00
Bypass Pumping Assemblies and Fittings	1	LS	\$10,840.00	\$10,840.00	\$150,000.00	\$150,000.00	\$23,000.00	\$23,000.00
6' PVC Coated Chain Link Fence	283	LF	\$70.46	\$19,940.18	\$92.00	\$26,036.00	\$50.00	\$14,150.00
18" Double Swing Entrance Gate	1	EA	\$2,032.50	\$2,032.50	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
Pedestrian Gate	2	EA	\$917.90	\$1,835.81	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00
Lift Station Signage	1	LS	\$325.20	\$325.20	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
"No Parking" Sign	1	LS	\$569.10	\$569.10	\$1,200.00	\$1,200.00	\$750.00	\$750.00
Cast-in-Place Emergency Storage Structure	1	LS	\$325,200.00	\$325,200.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00
Concrete for Control Building Foundation and Utility Pads	1	LS	\$10,840.00	\$10,840.00	\$150,000.00	\$150,000.00	\$25,000.00	\$25,000.00
Curb and Gutter	40	LF	\$70.19	\$2,807.56	\$125.00	\$5,000.00	\$88.00	\$3,520.00
Driveway Approach and Sidewalk	40	SY	\$83.96	\$3,358.48	\$175.00	\$7,000.00	\$110.00	\$4,400.00
48" Precast Doghouse Manhole with 24" DI Manhole Cover	3	EA	\$3,963.10	\$11,889.31	\$5,000.00	\$15,000.00	\$17,000.00	\$51,000.00
60" Precast Flow Meter Manhole with 36" Composite Manhole Cover	1	EA	\$10,840.00	\$10,840.00	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00
72" Precast Junction Manhole with 36" Composite Manhole Cover	1	EA	\$17,892.29	\$17,892.29	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00
120" Manhole with Halliday 108"x41" Three Leaf Aluminum Access Hatch	1	EA	\$80,985.64	\$80,985.64	\$145,000.00	\$145,000.00	\$190,000.00	\$190,000.00
Valve Vault Precast Structure with 36" Composite Manhole Cover	1	EA	\$23,848.00	\$23,848.00	\$75,000.00	\$75,000.00	\$55,000.00	\$55,000.00
Lift Station Pumping System	1	LS	\$224,927.95	\$224,927.95	\$285,000.00	\$285,000.00	\$230,000.00	\$230,000.00
Lift Station Miscellaneous Pipe, Fittings, and Supports	1	LS	\$85,061.48	\$85,061.48	\$120,000.00	\$120,000.00	\$68,000.00	\$68,000.00
Odor Control System	1	LS	\$15,525.05	\$15,525.05	\$75,000.00	\$75,000.00	\$16,000.00	\$16,000.00
2" Romac Coupling Adaptor	1	EA	\$1,651.58	\$1,651.58	\$400.00	\$400.00	\$88.00	\$88.00
8" FL Coupling Adaptor	1	EA	\$1,651.58	\$1,651.58	\$500.00	\$500.00	\$162.00	\$162.00
10" FL Coupling Adaptor	1	EA	\$1,651.58	\$1,651.58	\$800.00	\$800.00	\$280.00	\$280.00
10" Romac Alpha Coupling Adaptor	10	EA	\$1,651.58	\$16,515.82	\$1,200.00	\$12,000.00	\$840.00	\$8,400.00
10" FL Swing with Weighted Lever Check Valve	3	EA	\$15,981.46	\$47,944.37	\$8,000.00	\$24,000.00	\$6,000.00	\$18,000.00
10" FL Gate Valve with Hand Wheel	5	EA	\$7,065.90	\$35,329.51	\$3,200.00	\$16,000.00	\$2,500.00	\$12,500.00
Pressure Gauge Assembly	1	EA	\$975.60	\$975.60	\$3,400.00	\$3,400.00	\$2,400.00	\$2,400.00
1" Manual Air Release Valve	1	EA	\$2,313.44	\$2,313.44	\$400.00	\$400.00	\$50.00	\$50.00
10" Flow Meter Assembly	1	EA	\$11,241.08	\$11,241.08	\$12,000.00	\$12,000.00	\$9,500.00	\$9,500.00
Electrical Control upgrades	1	LS	\$398,912.00	\$398,912.00	\$610,000.00	\$610,000.00	\$625,000.00	\$625,000.00
Irrigation System and Repairs	1	LS	\$13,550.00	\$13,550.00	\$35,000.00	\$35,000.00	\$17,500.00	\$17,500.00
Landscaping and Planting	1	LS	\$15,774.37	\$15,774.37	\$25,000.00	\$25,000.00	\$9,000.00	\$9,000.00
Control Building	1	LS	\$108,400.00	\$108,400.00	\$185,000.00	\$185,000.00	\$105,000.00	\$105,000.00
Park Sign	1	LS	\$8,130.00	\$8,130.00	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00
KnoxBox Fire Dept. Key Access	1	EA	\$1,100.00	\$1,100.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
16" DI P401 Lined Spool	5	LF	\$600.00	\$3,000.00	\$760.00	\$3,800.00	\$500.00	\$2,500.00
60" Precast Bypass Pumping Manhole with 24" Composite Manhole Cover	1	EA	\$10,840.00	\$10,840.00	\$18,000.00	\$18,000.00	\$15,000.00	\$15,000.00
				\$2,425,854.81		\$3,388,319.00		\$2,814,154.00



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

Memorandum of Legal Counsel

To: Andrew Arbini, Project Manager
From: Field K. Herrington, Deputy City Attorney
Date: April 1, 2022
Re: March 24, 2022, Bid Opening – Ponderosa Lift Station Replacement

My review and analysis are based purely on the legal aspects of the bid as authorized by the Idaho purchasing statutes, particularly Idaho Code § 67-2805, and the required information contained in the notice inviting bids. On or about March 25, 2022, I received copies of two (2) bids that were received and opened by the City Clerk, Shannon Howard at or about 10:00 a.m. on March 24th, 2022.

The bids consisted of bids from Strider Construction Co., Inc. (\$2,841,154.00) and S&L Underground, Inc. (\$3,388,319.00).

I have reviewed the submittal from the apparent low bidder, Strider Construction Co., Inc. (“Strider”). Based upon the bid total sheet, Strider appears to be the lowest responsive bidder. I did a cursory review the other bid as well, but it has not been thoroughly reviewed and no analysis is presented here. However, if a need for such review is required, I will be glad to accommodate.

My review of the Strider bid leads me to conclude, on a purely legal level, Strider is the lowest responsive bidder, and if the City intends to award the bid, then the bid should be awarded to Strider. My conclusion is based upon the following information:

1. I have reviewed the Bid Total Sheet and bid submittals from the City Clerk. It appears that the submittal by Strider was timely.
2. The submittal was provided on the required form and with the required attachments:
 - a. Completed proposal;
 - b. 5% Bid Bond;
 - c. Bidder information;
 - d. List of required subcontractors with the requisite license information;
 - e. Executed Non-Collusion Affidavit;
 - f. Executed Anti-Discrimination Affidavit;
 - g. Executed Affidavit of Payment or Securement of All Taxes; and
 - h. The president of the corporation executed the attestations and documents.
3. I researched the Public Works License of Strider to confirm the validity of the license, the level of the license, and the approved types of work. Strider is a licensed Public

Works Contractor with an "Unlimited" license No. 011299. Pursuant to Idaho Code § 54-1904 a "Unlimited" license is issued for any contractor whose qualifications, ability, and responsibility to execute contracts for public works involving an estimated cost of more than five million dollars (\$5,000,000). The holder of a "Unlimited" license shall be entitled to engage in the public works contracting business in the state as provided in said license. I have attached the copy of the license information for your records.

Based upon my review Strider is compliant with Idaho Law, the City of Post Falls Procurement standards, and is the lowest responsive bidder at \$2,814,154, which is \$574,165 lower than the other responsive bidder, S&L Underground, Inc., and is approximately \$414,154 higher than the engineer's estimate for the Project.

I did not review the details of the plans or specifications and did not see any proposed alternates or modifications. I will defer to you on the technical aspects of the bid, as I lack the requisite knowledge and skills to speculate on the technical aspects.

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

Very Truly Yours,



Field K. Herrington
Deputy City Attorney

Enclosures

<u>Company Name</u>	<u>License Number</u>	<u>Work Category</u>	<u>License Type</u>	<u>License Class</u>	<u>Status</u>	<u>Applicant Name</u>	<u>Owner Name</u>	<u>Company Address</u>	<u>Company City</u>	<u>Company State</u>	<u>Company Zip Code</u>	<u>Phone</u>	<u>Expiration Date</u>	<u>Parent License Number</u>
Strider Construction Co., Inc.	011299	00001, 00002, 02195, 02110, 13280	1, 2, 4	UNLIMITED	ACTIVE	Strider Construction Co., Inc.	Strider Construction Co., Inc.	4721 Northwest Dr	BELLINGHAM	WA	98226	(360) 380-1234	12/31/2022	

CITY OF POST FALLS
AGENDA REPORT
Unfinished Business
MEETING DATE: 4/19/2022

DATE: 4/13/2022 10:29 AM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Andrew Arbini, Projects Division Manager
SUBJECT: Additional Services Agreement for Ponderosa Lift Station Construction Management Services with T-O Engineers

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the additional services agreement with T-O Engineers to extend the construction timeline for the Ponderosa lift station replacement project.

DISCUSSION: The 2019 Collections Master Plan identifies improvements at the Ponderosa lift station to improve reliability and to accommodate increasing flows. Design on the upgrades has been completed and the award of a construction contract is concurrently presented for Council consideration. An additional two months has been added to the construction window to mitigate current long lead times for pumps and electrical equipment. This additional services agreement extends the contract with T-O Engineers for construction management during this extended period. Additionally, due in part to the decision to pre-qualify contractors this project was postponed from 2021 to 2022. This authorization also reflects a change in T-O Engineers' billing rate from 2021 to 2022, resulting in potential additional fees of \$27,000. Construction management is billed on an hourly basis. The original contract with T-O Engineers was for \$344,243.96. A contingency of \$17,212 was approved with the original contract and \$10,500 was used for structural design of the overflow basin. \$7,000 of additional services were authorized by City Council for pre-qualification work in 2021. About \$170,000 has been billed to date for design work and prequalification services. This additional services agreement is for a total of \$74,135. With this agreement, about \$280,000 would be authorized for construction management services. This contract, with all revisions, represents about 14% of the project cost which is well within the normal range.

ITEM/PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

September 7, 2021, Temporary Construction Easement for Ponderosa Lift Station construction
April 6, 2021, Additional Services Agreement with T-O Engineers to prequalify contractors
March 17, 2020, Engineering Services Agreement with T-O Engineers

APPROVED OR DIRECTION GIVEN: Council Approved the item noted above

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: Funding for this work will come from the City's Wastewater Replacement Funds. A 5% contingency, \$14,000, is requested on the construction management portion of the contract. This will replace the balance of the original authorized contingency. In the event additional tasks are required, the Public Works Director is authorized to direct the consultant to perform those tasks within the contingency budget.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:
652-463.3214.95520



7950 N. Meadowlark Way, Suite A
 Coeur d'Alene, ID 83815
 Ph: (208) 762-3644 • Fax: (208) 762-3708

T·O ENGINEERS

ADDITIONAL SERVICES AUTHORIZATION #3

(Please expedite return of signed form.)

DATE: 3/24/2022

Contract/Project No: 200143 **Project Name:** City of Post Falls Ponderosa Lift Station Replacement

Name of Client: City of Post Falls

Address: 408 N. Spokane Street

City/State: Post Falls, Idaho **Zip Code:** 83854 **Telephone:** 208-457-3378

Description of Services to be Provided by Consultant: Additional Services – Construction Administration

1. T-O will add an additional 8 weeks of construction administration/observation time to reflect an addendum issued to the Contractor's contract adding 60 calendar days for construction. This assumes thirty (30) hours per week for on site representative and four hours per week for a project manager. \$47,135
2. The Original contract between the City of Post Falls and T-O Engineers assumed construction would take place and be completed by December 2021. In spring of 2021 the City and T-O Engineers decided to pre-qualify contractors shifting the project schedule. Since the construction will take place one year later than originally anticipated T-O is asking that the original construction management budget be adjusted to reflect current labor rates, the total hours originally budgeted for construction management was 1132 person hours. A current functional fee schedule is attached as Exhibit A. Additional services cost requested is \$27,000.

T-O Billing Reference Description: City of Post Falls Ponderosa Lift Station Replacement – Additional Services #3 – Additional Construction Administration

Budget Estimate: \$74,135 T & M (Not to Exceed) Lump Sum
 (Additional services are performed on a time and materials basis unless otherwise shown in writing)

Requested By: Andrew Arbini, Utilities Project Manager

Request Rec'd By: Zach Thompson, Project Manager via Verbal Written

Special Conditions: _____



7950 N. Meadowlark Way, Suite A
Coeur d'Alene, ID 83815
Ph: (208) 762-3644 • Fax: (208) 762-3708

T·O ENGINEERS

1. This scope of work does *not* include the following:

The following work is NOT INCLUDED in this scope of work. However, the work may be performed on a time-expended plus direct expenses basis if authorized by the Client.

- Legal Services.
- Specifications other than those noted above.
- Bidding Instructions and Contract Documents.
- Engineering reports required to facilitate regulatory approval.
- Geotechnical investigations.
- Agency submittal, fees or review fees.
- Permit fees.
- Design and/or coordination of utility connections.
- Architectural or structural design services beyond lift station structure.
- Design of special foundation considerations and/or unforeseen site conditions such as deep foundations, piling, soil stabilization, and rock outcroppings.
- Preparation of record drawings.
- Changes made necessary from unforeseen or unforeseeable site conditions.
- Client inspired changes or unforeseen changes arising due to regulatory decisions.
- And any services, product or professional responsibility not specifically described above.

The Terms and Conditions of the original contract, 200143, dated 3/10/20, above are incorporated and made a part of this Agreement.

Offered by T-O Engineers (Consultant):

Accepted by Client:

4/7/2022

Signature

Date

Signature

Date

JR Norvell/Regional Manager

Printed Name/Title

Printed Name/Title

Name of Client

Work will not proceed until authorization is signed by client

Work will proceed based on Client's verbal and or email authorization

Project Budget
City of Post Falls Ponderosa Lift Station Replacement
Construction Services - Hour Estimate
February 18, 2022

ITEM NO.	DESCRIPTION OF WORK	Total Man-hour	Project Advisor	Project Manager	Survey Manager	Survey Crew	Engineer Intern	Engineer Intern	Clerical
6	Construction Administration / Observation								
6.5	Construction Administration (Office)	64	4	40			20		
6.7	Construction Observation	276	4	32			240		
	TOTAL OF ESTIMATED HOURS	340	8	72	0	0	260	0	0

*Assumes 30 hours per week for construction observation for EI

*Assumes 30 hours per week for construction observation for EI

*Assumes 30 hours per week for construction observation for EI

A. Summary Estimated Hour Costs

Total Labor Cost	340	\$46,560.00
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B. Estimated Expenses

	No.	Unit Cost	
Copies, Postage, Misc	0	\$2,000.00	\$0.00
Vehicles (mileage)	1,000	\$0.575	\$575.00
Total Estimated Expenses			\$575.00

C. Sub-Consultant Expenses

	No.	Unit Cost	
Tamarack Grove	1	\$0.00	\$0.00
AEI	1	\$0.00	\$0.00
Total Estimated Expenses			\$0.00

TOTAL		\$47,135.00
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EXHIBIT "A"
FUNCTIONAL FEE SCHEDULE
PROFESSIONAL SERVICES
Effective March 1, 2022

I. PERSONNEL	
Principal	\$225.00 - \$330.00 /hour
Project Manager	\$117.00 - \$330.00 /hour
Project Engineer	\$117.00 - \$210.00 /hour
Staff Engineer	\$90.00 - \$168.00 /hour
Environmental Specialist	\$90.00 - \$192.00 /hour
Aviation Planner	\$99.00 - \$252.00 /hour
Construction Manager	\$126.00 - \$180.00 /hour
GIS Specialist	\$90.00 - \$198.00 /hour
Inspector/Technician	\$72.00 - \$156.00 /hour
Information Technology	\$90.00 - \$168.00 /hour
Administrative	\$63.00 - \$156.00 /hour
II. LANDSCAPE ARCHITECT	
Landscape Architect	\$90.00 - \$192.00 /hour
III. SURVEYING	
Survey Manager	\$144.00 - \$270.00 /hour
Project Surveyor	\$135.00 - \$180.00 /hour
Survey Technician	\$63.00 - \$168.00 /hour
IV. SURVEY EQUIPMENT	
Aquatic Survey Vessel	\$200.00 /hour
GPS or Robotic Survey Equipment	\$75.00 /hour
Conventional Survey Equipment	\$25.00 /hour
GIS Data Logger	\$15.00 /hour
UAV Flight Charge	\$75.00 /hour
Drill and Generator	\$80.00 /day
V. COMPUTER SOFTWARE	
Property Database Research	\$50.00 /hour
Traffic Modeling Software	\$36.00 /hour
CADD and Other Technical Software	\$10.00 /hour
VI. REPRODUCTION	
In-House Reproduction	Hourly Labor Rates Apply
Outside Reproduction	Actual Cost + 10%
VII. MILEAGE	
Vehicle	0.65 - 0.75 /mile
ATV Vehicle	\$20.00 /hour
VIII. OTHER DIRECT CHARGES	
Direct costs for material or services incurred for the project	Actual Cost + 10%

- Notes:
1. When employees perform work that requires overtime, the billing rate for that overtime work will be increased to 130% of the rate established above. Overtime shall be defined as any work required of an employee in excess of 40 hours per week.
 2. When employees perform work that requires litigation or as a professional witness, the billing rate for that work will be increased to 200% of the rate established above.
 3. This fee schedule is subject to periodic adjustment.

CITY OF POST FALLS
AGENDA REPORT
New Business
MEETING DATE: 4/19/2022

DATE: 4/13/2022 4:06 PM
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Warren Wilson
SUBJECT: Ordinance to Authorize the Issuance of Alcohol Permits Based on Zoning

ITEM AND RECOMMENDED ACTION:

Staff requests that the City Council consider adopting an ordinance to allow staff to issue alcohol licenses for bars and taverns if the location complies with zoning requirements, in areas where previously the applicant would need to obtain city council approval for their location (near churches, schools, etc.) in addition to meeting zoning requirements.

DISCUSSION:

I.C. 23-913 creates a prohibition on the issuance of licenses for the sale of alcoholic beverages for on premises consumption (bars and taverns) within 300 feet of churches, schools, and predominately residential areas unless the City Council authorizes the issuance of such permits. This requirement has been addressed in the past by having the applicant request that the City Council approve their location. Staff is recommending amending the City Code to authorize the issuance of these permits if the location complies with zoning requirements. Over the past several years staff has had several requests from owners seeking to open a bar, or lease a space to bar or church, in a commercial zone where bars are allowed by right, that have questioned having to obtain a second approval for the business where it complies with all zoning requirements. As churches move into non-traditional locations such as spaces in strip malls and other former commercial locations, this is becoming more of an issue because once that church (or school) moves into that space, the owner of commercial space near that use can no longer rent or sell that space to a user hoping to open a bar or tavern, even though the zoning code would allow it.

Staff, including police, planning, legal and building, reviewed the City's zoning map and determined that there is very little impact to existing churches and/or schools by allowing the licenses to be issued administratively. Making this change would streamline the permit issuance process for businesses and staff time in processing requests. If the code amendment is approved, staff would process liquor license applications and determine if the use is in a zone that allows bars, if so, and the applicant has complied with the other permitting requirements the license would be issued.

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

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING MUNICIPAL CODE SECTION 5.04.080 TO ALLOW THE ISSUANCE OF LICENSES FOR THE SALE OF ALCOHOLIC BEVERAGES ON THE PREMISES IN AREAS ZONED FOR BARS AND TAVERNS AS AUTHORIZED BY IDAHO CODE 23-913; 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 Idaho Code 23-913 authorizes the City Council to permit the sale of alcoholic beverages for consumption on the premises within 300 feet of residential, school, and church uses; and

WHEREAS, the Post Falls zoning code regulates the location of land uses, including bars, to ensure that the use is in an area of compatible land uses; and

WHEREAS, The Mayor and City Council find that using the City's zoning code to regulate the locations of bars and taverns simplifies City licensing requirements while protecting quality of life within the City.

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

SECTION 1. That Post Falls Municipal Code Section 5.04.080 is amended as follows:

5.04.080: GENERAL APPLICANT/LICENSE RESTRICTIONS:

- A. No retail license to sell alcoholic beverages by the drink will be issued to any applicant who:
 - 1. Has, or any partner who has, or actual manager or officer of whom has:
 - a. Been convicted of the violation of any law of the state, or of the United States regulations, governing or prohibiting the sale of alcoholic beverages or intoxicating

liquor within three (3) years or within three (3) years forfeited or suffered the forfeiture of a bond for their appearance to answer charges for such violation.

- b. Been convicted of driving a motor vehicle under the influence of alcohol, drugs or any other intoxicating substances as defined in the jurisdiction in which the judgment was entered within three (3) years prior to the date of the making of the application for license and/or has not paid a fine, completed a sentence and/or parole for such conviction.
 - c. Engaged in the operation of, or has interest in, any house or place for the purpose of prostitution, or has engaged in the operation of any house or premises within the city limits of Post Falls which has been declared and found to have been a moral nuisance as defined by city ordinances or state law.
 - d. Been convicted in any jurisdiction or received a withheld judgment for any crime concerning the possession of any controlled substance within five (5) years.
- 2. Has had a similar license revoked by any jurisdiction granting the license and/or had their license revoked by the state of Idaho or Kootenai County.
 - 3. Allows conduct to occur on the premises which is a moral nuisance as defined by the laws of the state of Idaho and/or the ordinances of the city of Post Falls.
 - 4. Allows the licensed premises to be frequented by disorderly persons, or if licensed premises is frequented by persons convicted of violence and/or controlled substances, and/or lewd and lascivious conduct.
 - 5. Manages and/or operates the licensed premises in such a way as to be a nuisance to surrounding businesses by reason of the conduct of employees or clientele of the licensed premises, where said employees or clientele engage in lewd and/or violent and/or disorderly behavior.
- B. As authorized by Idaho Code 23-913, the City Council hereby approves issuing licenses for the sale of alcoholic beverages upon the premises to applicant's who meet all licensing requirements contained in this Chapter where the premises is located in a zoning district

that allows bars/taverns/lounges either by right or upon the issuance of a special use permit for that use. No license shall be issued for the sale of alcoholic beverages upon the premises in other locations where such sale is prohibited by Idaho Code 23-913.

SECTION 2 All provisions of the current Post Falls Municipal Code or ordinances of the City of Post Falls and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Neither the adoption of this ordinance nor the repeal of any ordinance shall, in any manner, affect the prosecution for violation of such ordinance committed prior to the effective date of this ordinance or be construed as a waiver of any license or penalty due under any such ordinance or in any manner affect the validity of any action heretofore taken by the City of Post Falls City Council or the validity of any such action to be taken upon matters pending before the City Council on the effective date of this ordinance.

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on April ____ 2022.

APPROVED, ADOPTED and SIGNED this day of April, 2022.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

DRAFT

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING MUNICIPAL CODE SECTION 5.04.080 TO ALLOW THE ISSUANCE OF LICENSES FOR THE SALE OF ALCOHOLIC BEVERAGES ON THE PREMISES IN AREAS ZONED FOR BARS AND TAVERNS AS AUTHORIZED BY IDAHO CODE 23-913; 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 authorizes the issuance of licenses for the sale of alcoholic beverages upon the premises in areas zoned for bars and taverns; 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 April, 2022.

/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 authorizes the issuance of licenses for the sale of alcoholic beverages upon the premises in areas zoned for bars and taverns 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 April, 2022.

Warren J. Wilson, City Attorney