



**CITY COUNCIL
MEETING AGENDA**

**March 7, 2023
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

Topic: Agricultural Exemptions and Closing Urban Renewal Districts Early

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. Post Falls Urban Renewal Agency Annual Report for 2022

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 – February 21, 2023, City Council Meeting
- b. Payables – February 14, 2023 – February 27, 2023
- c. School Resource Officers Contract with the Post Falls School District
- d. Acceptance of Property – Quitclaim Deed for 4th Avenue/Idaho Street Intersection
- e. Boyd’s Landing Subdivision Construction Improvement Agreement

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Fiscal Year 2023 Budget Amendment #2

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. Spokane Street Rehabilitation – Authorization for Construction Phase Services with Welch Comer
- b. Spokane Street Rehabilitation – BNSF Crossing Surface Installation Agreement
- c. WRF Outfall Upgrade – Project Closeout and Contingency with McMillen

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:

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):

Idaho Code 74-206(1)(a) To consider hiring a public officer, employee, staff member or individual agent (does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general).

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 & Events

Mar 7	5:00 pm	<u>City Council Workshop</u> – Agricultural Exemption And Early Closure of Urban Renewal District
Mar 7	6:00 pm	<u>City Council</u>
Mar 11	9:00 am	Spring Craft Fair
Mar 12		Daylight Savings Starts
Mar 14	5:30 pm	Planning & Zoning Commission
Mar 16	8:00 am	Urban Renewal Agency
Mar 17		St. Patrick's Day
Mar 21	5:00 pm	<u>Council Workshop</u>
Mar 21	6:00 pm	<u>City Council</u>
Mar 28	6:00 pm	Parks and Recreation Commission
Apr 1		April Fool's Day
Apr 4	6:00 pm	<u>City Council</u>
Apr 7		Good Friday
Apr 9		Easter
Apr 11	5:30 pm	Planning and Zoning Commission
Apr 18	5:00 pm	<u>City Council Workshop</u> – Tiny Home Design Standards
Apr 18	6:00 pm	<u>City Council</u>
Apr 20	8:00 am	Urban Renewal Agency
Apr 22		Earth Day
Apr 25	6:00 pm	Parks and Recreation Commission

Post Falls City Council Meeting

March 7, 2023

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

5:00pm Workshop – Agricultural Exemptions and Closing Urban Renewal Districts Early

Ceremonies, Announcements, Appointments, Presentation

- a. Post Falls Urban Renewal Agency Annual Report for 2022

1. Consent Calendar

- c. School Resource Officer Contract with the Post Falls School District – The Police Department requests approval of the contract with the Post Falls School District #273 for School Resource Officers. This agreement will clarify current assignments and expectations after operating without an agreement for many years. The School District will continue to pay 50% of the annual wages and benefits and any related overtime. The contract is for the current school year and up to three additional years. If approved, the Mayor will sign the contract.
- d. Acceptance of Property: Quitclaim Deed for 4th Avenue/Idaho Street Intersections – The Engineering Division requests approval to accept property from the State of Idaho along Idaho Street in the northwest corner of the 4th Avenue and Idaho Street Intersection. This property will accommodate a roundabout at the intersection. The State agreed to the property transfer with the stipulation that it only be used for public purposes. The roundabout will address traffic needs identified in the City's Transportation Master Plan. Revisions to the storm water facilities associated with the roundabout will also aid in reducing the stormwater that currently flows into the City's MS4 stormwater system. There are no costs associated with the acquisition. If approved, the Mayor shall sign the Quitclaim Deed.

- e. Boyd's Landing Subdivision Construction Improvement Agreement - The Engineering Division requests approval of the CIA for the abovementioned subdivision. The agreement sets forth the typical expectations and responsibilities of the City and the developer. If approved, the Mayor will sign the documents.

2. Public Hearings

- a. Fiscal Year 2023 Budget Amendment #2 – Opportunity for public comment is given on the second amendment to the FY 2023 budget. This amendment includes additional funds for the Crown Pointe Regrading Project, equipment bays at the 3rd Avenue Parks Shop, three new pieces of equipment, and the Spokane Street Reconstruction Project. It also includes an additional budget request from the prior amendment (heard at the Council meeting on 01.17.23) related to funds transfer from the General Fund to the Facility Reserve Fund. Total fiscal impact is \$7,890,214. After comment and discussion, Council should either direct staff to return with an ordinance formalizing the amendment or take no action.

3. Unfinished Business

- a. Spokane Street Rehabilitation: Authorization for Construction Phase Services with Welch Comer – Project Manager Jaxon Fleshman requests approval of the contract with Welch Comer for Construction Phase Services and the Authorization of Additional Services for the Spokane Street Rehabilitation project. The authorization for additional services includes the necessary tasks for bidding and construction management and observation. Bidding the Spokane Street Rehabilitation project is anticipated in Spring 2023 with construction to follow the bid award. Total fiscal impact is \$105,600 which includes a 10% contingency, to be paid through the Spokane Street Reconstruction project budget.
- b. Spokane Street Rehabilitation: BNSF Crossing Surface Installation Agreement – Project Manager Jaxon Fleshman requests approval of the agreement to authorize payment to BNSF Railway. The Spokane Street Rehabilitation Project includes an area with a BNSF Railway Crossing in it. The costs of the improvements will be cost shared 50/50 between the City of Post Falls and BNSF Railway. The improvement will bring the crossing up to current BNSF standards with concrete planking. The agreement is for the amount of \$55,201.30. If approved, the Mayor will sign the agreement.
- c. WRF Outfall Upgrade: Project Closeout and Contingency with McMillen – Public Works Projects Division Manager requests confirmation on the direction recommended and to negotiate a change order finalizing a reduction of the Guaranteed Maximum Price and contract closeout with McMillen. McMillen's original construction contingency (\$527,600) correlates to items identified in the project Risk Register. Work to remedy the pipeline was an identified risk in the register, would be an acceptable use of the construction contingency, and would be eligible for payment without this adjustment. McMillen's proposed credit offsets the additional costs incurred by the city due to the delay, including costs associated with J-U-B's time in providing project management services to project completion. Staff have reviewed and find McMillen's offer to be a fair and reasonable proposal to close out the construction contract. Final Completion will include site restoration and hydroseeding. This date will be identified and included in the Change Order but is currently proposed as March 17, 2023. The proposed change order will result

in a credit of \$355,819.92 and a final contract value of \$2,716,180.08. If approved, the Mayor will sign the provided documents.

4. New Business

None

6. Administrative / Staff Reports

None

8. Executive Session

Idaho Code 74-206(1)(a) To consider hiring a public officer, employee, staff member or individual agent (does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general).



**CITY COUNCIL
MEETING MINUTES**

**February 21, 2023
6:00 PM**

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

WORKSHOP – 5:00 pm Basement Conference Room

ROLL CALL OF CITY COUNCIL MEMBERS

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

Topic: Future Snow Operations

REGULAR MEETING – 6:00 pm City Council Chambers

CALL TO ORDER BY MAYOR JACOBSON

PLEDGE OF ALLEGIANCE

ROLL CALL OF CITY COUNCIL MEMBERS

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

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

None

AMENDMENTS TO THE AGENDA

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

None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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None

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – February 7, 2023, City Council Meeting

- b. Payables – January 31, 2023 – February 13, 2023
- c. Morris Annexation Development Agreement and Grant of Easement
- d. December Cash and Investments
- e. Joseph Family Trust Annexation Development Agreement, Right-of-Way and Easement
- f. Water Department Well 8 Backup Generator Repair
- g. New Opioid Settlements
- h. Stone’s Throw Subdivision Plat Application

Motion by Malloy to approve the Consent Calendar as presented.

Second by Borders.

**Vote: Borders-Aye, Ziegler-Aye, Thoreson-Aye, Shove-Aye, Malloy-Aye, Walker-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. D-Bat Facility Zone Change File No. ZC-22-6

Public Hearing opened at 6:01 pm.

Staff Report

Ethan Porter, Associate Planner presenting: The requested action is to rezone approximately 2.13 acres in the City of Post Falls from Heavy Industrial (HI) zoning to the Industrial (I) zoning district. This property is located on the east side of Commerce Loop, north of 6260 E Commerce Loop. Currently the site is undeveloped vacant land. The City of Post Falls will provide water and sewer. The area is designated commercial within the Maplewood focus area in the future land use map. The Maplewood focus area promotes infill development with commercial and industrial uses along Seltice Way. Goals and Policies one, two, eight, eleven and twelve are in accordance with the Comprehensive Plan. Industrial zoning is typically assigned for properties with sufficient access to major transportation routes and may be situated away from residential zoning. Both Seltice Way and Commerce Loop are major transportation routes, and this proposal supplies sufficient access based on the City’s Master Transportation Plan. Heavy Industrial zoning is a legacy zone that has no practical use in the city and would have to be rezoned before development occurs on the site. There are few Heavy Industrial areas in the city, at one point in time in the past the zoning designation was used.

Applicant

Rex Anderson, Fusion Architecture: Our request meets the Goals and Policies within the Post Falls Municipal Code, and the project is in line with the location and the zoning.

Testimony

In Favor – None

Neutral – None
In Opposition – None

Public Hearing closed at 6:12 pm.

Discussion

Zoning Criteria

1. Amendments to the Zoning Map should be in accordance with the Comprehensive Plan's Future Land Use Map.

Thoreson: It is.

2. Amendments to the Zoning map should be consistent with the goals and policies found in the Comprehensive Plan.

Malloy: Industrial tends to create higher paying jobs. Everything on Commerce Loop is basically industrial.

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

Malloy: Everything I just said.

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

N/A

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

N/A

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

Borders: Seltice Way and Commerce Loop fit this.

Motion by Malloy to approve the D-Bat facility zone change File No. ZC-22-6 and to direct staff to bring back and ordinance for approval.

Second by Borders.

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

Motion Carried

- b. Title 18A Idaho St. Housekeeping File No. TA-22-6

Public Hearing opened at 6:16 pm.

Staff Report/Applicant

Ethan Porter, Associate Planner presenting: The requested action is to review and approve the requested amendments to the Title 18A. This amendment is specific to zones SC5 and SC6. The ground floor of any structure constricted on a lot with frontage on Idaho or Spokane Street must be used for non-residential uses. The purpose is so we don't have apartments right along the prime commercial corridors for mixed use. A developer was looking for this part of the code that never was codified, which is why we are bringing it forward again to gain adoption in a timely manner.

Testimony

In Favor – None
Neutral – None
In Opposition - None

Public Hearing closed at 6:19 pm.

Malloy: I supported it before, and I support it again.

**Motion by Malloy to approve the Title 18A Idaho St. Housekeeping File No. TA-22-6.
Second by Borders.**

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

c. Impact Fee 2023 Update

Public Hearing opened at 6:20 pm.

Staff Report

Warren Wilson, City Attorney: 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. They are not used to pay for maintenance, staffing, vehicles, etc. The fees are used to shift the costs of financing public facilities from the general taxpayer. Growth paying for growth. Our current impact fees are:

- Parks and Recreation
- Police
- Transportation: Streets
- Transportation: Multimodal Paths

Greg McLean, Chief of Police: Areas of need in the Police Department due to population increase:

- Out of administrative and personnel support space
- Need for additional warehouse/storage
- Modification to fleet shop to make more efficient
- Fleet, employee and visitor parking need to be expanded
- Land purchase

The cost of a 15,000 sq/ft expansion will be \$12.6 million. Annually we collect around \$450,000. It is estimated that it would take 26 years to collect the needed amount for the expansion. An impact fee increase would allow the project to be paid for earlier.

Dave Fair, Parks and Recreation Director: : Impact fees are used for level 1 and level 2 parks and indoor recreation. Without an impact fee increase we would need to look at changing the level of service in the parks.

Bill Melvin, City Engineer: These impact fees are based on the City's Transportation Master Plan.

Warren Wilson:

Testimony

In Favor – None
Neutral – None
In Opposition - None

Public Hearing closed at 6:47 pm.

Discussion

Mayor: If things change in the future and costs come down can this be revisited?

Wilson: It would be a period of time to go over this. parts can be turnaround quicker than others.

Shove: I do not like the increase, but it has to come from somewhere because of the growth. I would like for us to find it somewhere else, but I do not know where.

Borders: I do not like the size of the increase. There is a need for an increase of some sort. I don't have a number for you on what that percentage might be. If we don't do it here probably our only other option would be to increase taxes down the road. Growth pays for growth.

Ziegler: It is a huge increase. My concern is it discourages new growth. I would like to see maybe an incremental increase over a few years. It is a tough one.

Thoreson: The challenge for me is not every person that rents, or buys is from people moving here. Developers will pass their costs on. This will affect rent and the cost of homes. It is a huge jump.

Walker: I agree, it is a huge jump.

Malloy: I wish there was some public comment so we can see where the public is on this. to get costs down I looked at the categories to see what is necessary for the city to function. If you can maintain law and order a city can't function, so I do not see cutting anything out of the public safety. Without transportation infrastructure goods cannot get in or out. So, it would be unwise to cut the increase out of transportation. All the time we hear about traffic, road conditions, and crime. It is not very often I hear some say we need more bike paths or that we need more parks. Multimodal and parks are not necessary for a city to function, it makes it a nicer place to live. No matter what housing prices are going to get higher. I think we should take 25% out of parks and multimodal.

Motion by Malloy to approve the public safety and transportation at the proposed level and the parks and multimodal at increases at 76% of the proposed increases and to direct staff to prepare the documents to come back before Council at a future meeting.

Second by Borders.

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

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Ordinance - Morris Annexation File No. ANNX-0013-2021

Motion by Thoreson to place the Ordinance Morris Annexation File No. ANNX-0013-2021 on its first and only reading by title only while under suspension of the rules.

Second by Ziegler.

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

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 13.09 ACRES, THAT PORTION OF THE SE ¼ OF SECTION 24, TOWNSHIP 51 NORTH, RANGE 5 WEST, B.M., KOOTENAI COUNTY, IDAHO; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

Motion by Thoreson to approve the Ordinance Morris Annexation File No. ANNX-0013-2021 and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Malloy.

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

b. Ordinance – Adams Annexation File No. ANNX-22-12

Motion by Thoreson to place the Ordinance Morris Annexation File No. ANNX-0013-2021 on its first and only reading by title only while under suspension of the rules.

Second by Malloy.

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

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 4.75 ACRES, THE WEST HALF OF TRACT 39, BLOCK 35, POST FALLS IRRIGATED TRACTS, ACCORDING TO THE PLAT RECORDED ON BOOK C OF PLATS AT PAGES 78-80, RECORDS OF KOOTENAI COUNTY, IDAHO; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF

Motion by Thoreson to approve the Ordinance Morris Annexation File No. ANNX-0013-2021 and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Malloy.

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

c. Ordinance – Joseph Family Trust Annexation File No. ANNX-22-7

Motion by Thoreson to place the Ordinance Morris Annexation File No. ANNX-0013-2021 on its first and only reading by title only while under suspension of the rules.

Second by Malloy.

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

AN ORDINANCE OF THE CITY OF POST FALLS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING PROPERTY CONSISTING OF APPROXIMATELY 41 ACRES, A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 51 NORTH, RANGE 05 WEST, KOOTENAI COUNTY, IDAHO; PROVIDING FOR AMENDMENT OF THE OFFICIAL ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

Motion by Thoreson to approve the Ordinance Morris Annexation File No. ANNX-0013-2021 and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Malloy.

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

Motion Carried

d. Contract Amendment with JUB Engineers for Construction of the Outfall, Phase 1 Andrew Arbini, Projects Division Manager presenting: Several delays have occurred in the construction of the New Outfall pipeline that include impacts to the supply chain market and material availability. The project has also presented challenging site conditions with pipeline construction on a steep slope that includes in-water work. These delays have been largely eclipsed when the pressure testing, following pipeline installation in 2021, indicated a section of pipe was out of compliance with the allowable leakage. McMillen proposed a remedy and the city agreed to a change order to install a cured in place pipe liner to address the concerns. Unfortunately, the installation of the cured in place pipe product was unsuccessful. Following that installation attempt, McMillen proposed replacing the section of pipeline in question. Onsite replacement started early January 2023. Installation was completed and following a successful pressure test, the contractor reached Substantial Completion on February 2, 2023. Except for final site restoration and closeout items, construction of the Outfall is considered complete, and the pipeline is in service.

Motion by Thoreson to approve the contract amendment with JUB Engineers for construction of the outfall, phase 1.

Second by Malloy.

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

Motion Carried

4. NEW BUSINESS

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ACTION ITEMS:

None

5. CITIZEN ISSUES

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None

6. ADMINISTRATIVE / STAFF REPORTS

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

a. Prairie Ave. – Roadway Improvements

Rob Palus, Assistant City Engineer presenting: Prairie Avenue is a locally and regionally significant roadway for commercial and residential purpose. Prairie Avenue is a classified Primary Arterial

Roadway for the City of Post Falls and a Critical Arterial Corridor by the Kootenai Metropolitan Planning Organization (KMPO). Mr. Palus gave an update on several projects within the vicinity of SH41, that will take Prairie Ave from its current 2-lane configuration to a 5-lane facility.

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: Please drive carefully. The roads can be slick.

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):

None

ADJOURNMENT 7:25 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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

Mayor Ronald G. Jacobson

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

Mission

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

Vision

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

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

Post Falls Check Approval



City of Post Falls

Packet: APPKT10335 - AP Check Run 3.8.23
Vendor Set: 01 - Vendor Set 01

Check Date: 3/8/2023

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN14589	Sabrina Pettibone				
APMWB	Check	68909	Damage Deposit Refund	001-22080	250.00
Balance Sheet Accounts Total:					250.00
Dept: 411 Mayor & Council					
K0141	Kootenai County Assessor				
APMWB	Check	FY23-2 POST FALLS	Kootenai County Transportation Agreement Pa	001-411.0000.63870	19,617.50
		FY23-1 POST FALLS	Kootenai County Transportation Agreement Pa	001-411.0000.63870	19,617.50
P2420	Post Falls Chamber				
APMWB	Check	67231	Economic Development	001-411.0000.63850	2,500.00
		66787	State of the City Chamber Lunch	001-411.0000.64010	75.00
Dept 411 Total:					41,810.00
Dept: 413 General Services					
P2420	Post Falls Chamber				
APMWB	Check	66787	State of the City Chamber Lunch	001-413.0000.64010	75.00
Dept 413 Total:					75.00
Dept: 414 Finance					
B091	BDS				
APMWB	Check	86583	Utility Billing and Delinquency Notices	001-414.1445.62170	5,682.20
		86022	Utility Billing	001-414.1445.62170	5,220.41
		86583	Utility Billing and Delinquency Notices	001-414.1445.62190	3,154.52
		86022	Utility Billing	001-414.1445.62190	3,017.84
C291	Coeur d' Alene Press				
APMWB	Check	0000003931-123020	Budget Amendment on January 17th 2023	001-414.0000.62000	158.15
		0000003931-011320	Budget Amendment FY 2023 2nd Run	001-414.0000.62000	133.25
		0000004378-011020	Annual Road and Street Report	001-414.0000.62000	81.92
D09750	DeVries Info Management				
APMWB	Check	0161587	Document shredding Finance and Legal	001-414.0000.62040	55.00
P079	Panhandle Health District				
APMWB	Check	0123PFOF_01	Reallocation of City Opioid Settlement Funds	001-414.0000.62040	61,892.00
P2420	Post Falls Chamber				
APMWB	Check	66787	State of the City Chamber Lunch	001-414.0000.64010	100.00
I006	SOLV Business Solutions-Safeguard				
APMWB	Check	427481	W-2s, 1099s, envelopes	001-414.0000.63050	450.69
		427658	Credit for returned w2 envelopes	001-414.0000.63050	-110.00
		427660	Reorder of W2s for correct format	001-414.0000.63050	181.91
		427656	Credit for returned W2s	001-414.0000.63050	-170.00
T345	Tyler Technologies				
APMWB	Check	025-411062	Financials Project Management	001-414.0000.66015	250.00
Dept 414 Total:					80,097.89
Dept: 417 Media/Cable Franchise					
P4835	ProPrint				
APMWB	Check	61681	Business Card Master run	001-417.0000.62003	411.00
Dept 417 Total:					411.00
Dept: 421 Police					
P180	Perfection Tire				
APMWB	Check	1018878 Duplicate p	Invoice was paid in cash and check	001-421.0000.67190	-17.50
P2420	Post Falls Chamber				

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>Bank Code</u>	<u>Payment Type</u>				
APMWB	Check	66787	State of the City Chamber Lunch	001-421.0000.64010	75.00
R1541	Ricoh USA Inc.				
APMWB	Check	37608230	PFPD Copier contract SN6567 March	001-421.0000.66050	189.59
		37608357	PFPD Copier Contract SN6566 March	001-421.0000.66050	189.59
		37630955	PFPD Copier contract SN 7152 March	001-421.0000.66050	122.14
VEN02035	Staples, Inc				
APMWB	Check	3531543623	Office Supplies-Police	001-421.0000.63060	69.90
VEN14751	Tetiri, LLC				
APMWB	Check	16	March Rent Prorated	001-421.0000.62040	1,480.00
Dept 421 Total:					2,108.72

Dept: 424 Legal

D09750	DeVries Info Management				
APMWB	Check	0161587	Document shredding Finance and Legal	001-424.0000.63060	110.00
P2420	Post Falls Chamber				
APMWB	Check	66787	State of the City Chamber Lunch	001-424.0000.64010	25.00
Dept 424 Total:					135.00

Dept: 431 Streets

H001	H & H Business Systems, Inc.				
APMWB	Check	AR271184	Streets dept. copier contract & usage 1/15 - 2/1001-431.0000.63060		33.03
H250	Hydraulics Plus				
APMWB	Check	24823	Plow repair	001-431.0000.63525	973.59
VEN01373	Intermountain Sign & Safety				
APMWB	Check	16444	Crosswalk plates	001-431.0000.63260	160.00
		16435	Aluminum Sign Blanks	001-431.0000.63260	33.00
R251	Serights Ace Hardware				
APMWB	Check	J41566	Returned supplies	001-431.0000.63000	-2.63
		340011/1	nails bolts nuts	001-431.0000.63260	2.30
		339924/1	Xylene Solvent & Clamps	001-431.0000.63260	60.19
		334675/1	Tools	001-431.0000.67090	463.45
		339925/1	60# Concrete	001-431.0000.68150	276.64
S420	Spokane Pump Inc.				
APMWB	Check	0249858	315-065 Pump Kit for Paint Sprayer	001-431.0000.68100	1,403.70
S460	Spray Center Electronics, Inc.				
APMWB	Check	265292	Spray nozzles for Mag Trucks	001-431.0000.63525	403.41
U140	UpScale Mail				
APMWB	Check	324316	Shipping	001-431.0000.63070	32.29
W180	Western States Equipment				
APMWB	Check	IN002232997	Washer & nuts - Plow Bolt	001-431.0000.63525	381.36
Dept 431 Total:					4,220.33

Dept: 432 Public Works Administration

V040	ODP Business Solutions				
APMWB	Check	293039506001	Office Supplies- Recreation	001-432.0000.63060	16.79
P2420	Post Falls Chamber				
APMWB	Check	66787	State of the City Chamber Lunch	001-432.0000.64010	50.00
Dept 432 Total:					66.79

Dept: 433 Facility Maintenance

N0991	Norco Inc				
APMWB	Check	Duplicate pymt Inv 3	Duplicate entry - Shipping doc and invoice	001-433.0000.68010	-290.00
		Duplicate for Inv 339	Two order confirmations posted instead of invo	001-433.0000.68010	-349.90
S0760	Seltice Laundry				
APMWB	Check	2241	rag laundry service	001-433.0000.63160	38.81
		2236		001-433.0000.63160	28.51
		2240		001-433.0000.63160	26.61
		2244		001-433.0000.63160	35.90
R251	Serights Ace Hardware				
APMWB	Check	340116/1	window cleaning supplies	001-433.0000.63150	32.38
		340050/1	cleaning supplies	001-433.0000.63150	55.52

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	339693/1	sawzaw blades	001-433.0000.67030	14.39
		339915/1	electrical plugs	001-433.0000.67030	19.04
W0226	Walter E Nelson Co				
APMWB	Check	492013	paper supplies ch and pd	001-433.0000.63140	663.88
		491457		001-433.0000.63140	519.74
		491459	cleaning supplies ch and pd	001-433.0000.63150	134.95
		492015		001-433.0000.63150	148.49
Dept 433 Total:					1,078.32
Dept: 434 Fleet Maintenance					
VEN07171	208Tools				
APMWB	Check	02162386563	Code Reader	001-434.0000.67090	367.00
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	90811	PRevost coupler	001-434.0000.68010	25.39
		90747	Prevost 20mm	001-434.0000.68010	103.87
A0001	Alsco				
APMWB	Check	LSPO2597768	Uniforms & Rugs	001-434.0000.63160	125.92
VEN14736	Cintas Corporation No. 3				
APMWB	Check	4147153873	Uniforms & Rugs	001-434.0000.63160	60.61
		4142944735		001-434.0000.63160	49.72
		4146426079		001-434.0000.63160	60.61
F145	Freightliner Northwest- Spokane				
APMWB	Check	PC001574618_01	Mud Flaps	001-434.0000.63011	90.60
				001-434.0000.63012	90.60
				001-434.0000.63013	90.60
VEN11613	Gus Johnson Ford				
APMWB	Check	785127	Service on S121	001-434.0000.67170	1,300.33
N001	Napa Auto Parts				
APMWB	Check	3688-215994	Oil Filter - S233	001-434.0000.63011	7.74
		3688-215989	Air, Fuel, Oil Filter -S233	001-434.0000.63011	56.46
		3688-216016	Air Element - S233	001-434.0000.63011	65.94
		3688-215986	Gasket - S233	001-434.0000.63011	4.08
		3688-216249	V-Belt - S233	001-434.0000.63011	72.03
		3688-214571	25 Gallon Fluid Drain	001-434.0000.67020	639.72
N0991	Norco Inc				
APMWB	Check	37069422	Welding helmet & jacket	001-434.0000.67120	378.52
VEN14592	Northwest Lift & Equipment LLC				
APMWB	Check	2887	New Equipment Lifts for the Fleet Department	001-434.0000.90010	63,714.10
R251	Serights Ace Hardware				
APMWB	Check	339897/1	Tube Cutter	001-434.0000.67090	15.29
		339690/1	Caulking	001-434.0000.67090	32.36
S460	Spray Center Electronics, Inc.				
APMWB	Check	265220	Srayer Fittings - S219	001-434.0000.63011	21.84
		265163	Credit to Invoice#264995	001-434.0000.63011	-78.53
T106	Titan Truck Equipment				
APMWB	Check	1335858	S219 sander repairs	001-434.0000.63011	3,406.65
		C87197 Credit Tax	Did not originally include tax in credit memo	001-434.0000.67020	-48.42
		1343017	P132 - install tool racks	001-434.0000.67170	910.41
		1341322	UF200 - Annual Inspection	001-434.0000.67170	615.29
Dept 434 Total:					72,178.73
Dept: 435 GIS					
E0495	ESRI Inc.				
APMWB	Check	94412216	ESRI Enterprise Agreement Software/Mainten	001-435.0000.66020	37,500.00
Dept 435 Total:					37,500.00
Dept: 441 Urban Forestry					
VEN13104	Bluejay Industrial Inc				
APMWB	Check	29611	Wire rope block for tree removal rigging	001-441.0000.67090	96.00
		For SO#027189 Dupl	Duplicate payment - invoice 25224	001-441.0000.67090	-87.90
		29160	Wire Rope chokers & hardware for tree remov	001-441.0000.67090	252.76

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN05363	North 40 Outfitters				
APMWB	Check	041730/E	Locking pins for adjustable trailer hitch stingers	001-441.0000.67090	53.96
O050	Oxarc Inc.				
APMWB	Check	0031730196	Safety glasses for oxy-acetylene torch	001-441.0000.63110	17.58
		0031719238	Gauge for acetylene bottle and fabrication pen	001-441.0000.67090	53.23
P4835	ProPrint				
APMWB	Check	62578	Business Cards	001-441.0000.63210	31.00
R251	Serights Ace Hardware				
APMWB	Check	339522/1	Chainsaw chaps	001-441.0000.63110	98.99
		339796/1	Mix oil for two-stroke equipment	001-441.0000.64030	27.48
		338907/1	Trailer hitch balls for mini track loader forks	001-441.0000.66190	31.48
		339703/1	Engine rebuild on MS461 chainsaw	001-441.0000.66190	565.83
		338871/1	Steel rod for bollards on mini trk loader grapple	001-441.0000.66190	17.09
		338922/1	Clutch repair on MS311 chainsaw	001-441.0000.67010	130.87
		339352/1	Hole saws and shackles	001-441.0000.67090	83.45
		339575/1	Glue & hardware	001-441.0000.67090	22.99
S3691	Spokane Co Conservation Dist				
APMWB	Check	2737	tree seedlings	001-441.0000.68190	168.00
V0275	Vermeer Mountain West				
APMWB	Check	07121536	safety hooks for chipper winch line	001-441.0000.67010	130.78
		07121540	200 ft x 1/2" rigging rope	001-441.0000.67090	225.59
Z026	Ziegler Lumber Co #017				
APMWB	Check	387409	Re-bar for fabricating wire rope reels	001-441.0000.67090	24.00
Dept 441 Total:					1,943.18
Dept: 442 Cemetery					
VEN07745	Memorial Monuments & Vaults Inc				
APMWB	Check	100978	January Headstone	001-442.0000.63760	3,382.00
VEN05363	North 40 Outfitters				
APMWB	Check	042115/E	Battery adapter	001-442.0000.67090	64.98
R251	Serights Ace Hardware				
APMWB	Check	340038/1	Paint and brushes	001-442.0000.68160	90.46
Dept 442 Total:					3,537.44
Dept: 443 Parks					
A365	American On-Site Services				
APMWB	Check	499214	Kiwanis Portable Extra Service	001-443.0000.65050	155.00
C410	Country Lock & Key, Inc.				
APMWB	Check	11054	Door lock	001-443.0000.67030	139.85
		11056	Deadlatch for Door	001-443.0000.67030	18.95
VEN14423	Crazy Clean Carpet Cleaning LL				
APMWB	Check	2729	Black Bay Depot Carpet Cleaning	001-443.0000.62180	195.00
I3935	IRPA				
APMWB	Check	00661	IRPA Conference for Jess	001-443.0000.64020	360.00
P2420	Post Falls Chamber				
APMWB	Check	66787	State of the City Chamber Lunch	001-443.0000.64010	75.00
R251	Serights Ace Hardware				
APMWB	Check	337860/1	Safety & Sand	001-443.0000.63110	15.29
		339963/1	Equipment water	001-443.0000.66190	21.54
		337860/1	Safety & Sand	001-443.0000.68170	15.45
T106	Titan Truck Equipment				
APMWB	Check	1339740 TAX	Tax for Will Call invoice 1339740	001-443.0000.66190	11.03
Z026	Ziegler Lumber Co #017				
APMWB	Check	401728	Lumber	001-443.0000.68160	152.00
Dept 443 Total:					1,159.11
Dept: 445 Recreation					
VEN14728	A2Z Interpreting, LLC				
APMWB	Check	4328881	Interpreter Services	001-445.0000.62040	179.92
VEN01020	Cindy Jacobs				
APMWB	Check	02/21/23	February Contractual	001-445.0000.62040	109.20

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
N2332	Collins, Tom				
APMWB	Check	02/21/23	February Contractual	001-445.0000.62040	436.10
VEN12628	Katy Shewmaker				
APMWB	Check	42735	Refund from 2021 Ice Skating	001-445.1618.33315	87.50
V040	ODP Business Solutions				
APMWB	Check	293039506001	Office Supplies- Recreation	001-445.0000.63060	234.62
R1541	Ricoh USA Inc.				
APMWB	Check	5066764145	Recreation Copier usage 1/12 - 2/11	001-445.0000.66050	247.07
R169	River City Lanes				
APMWB	Check	02/21/23	February Contractual	001-445.0000.62040	191.10
S050	Saturday Night Inc.				
APMWB	Check	103696	RCCBB Shirts	001-445.0000.63430	696.54
		103757	Basketball T-shirts	001-445.0000.63430	77.10
S054	Schmidt, Sheila				
APMWB	Check	02/24/23	February Contractual	001-445.1617.33339	2,428.80
VEN14747	Tinker Time				
APMWB	Check	02/14/23	Contractual Payment for Services	001-445.0000.62040	70.00
Dept 445 Total:					4,757.95
Dept: 451 Planning & Zoning					
P4835	ProPrint				
APMWB	Check	60248	Envelopes	001-451.0000.63060	82.50
VEN09501	Yoke's Foods Inc				
APMWB	Check	06-1756164	YOKES	001-451.0000.64010	11.98
Dept 451 Total:					94.48
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	86583	Utility Billing and Delinquency Notices	001-452.0000.62040	50.00
		86022	Utility Billing	001-452.0000.62040	50.00
P4835	ProPrint				
APMWB	Check	60248	Envelopes	001-452.0000.63060	82.50
VEN02035	Staples, Inc				
APMWB	Check	3531543624	Office Supplies-Building	001-452.0000.63060	95.94
Dept 452 Total:					278.44
Dept: 454 Community Development Admin					
P2420	Post Falls Chamber				
APMWB	Check	66787	State of the City Chamber Lunch	001-454.0000.64010	125.00
Dept 454 Total:					125.00
Dept: 481 Capital Improvements/Contracts					
C291	Coeur d' Alene Press				
APMWB	Check	0000004906-012620	Water Tower Parking Lot Bids	001-481.0000.95015	124.27
		0000004906-020220		001-481.0000.95015	101.17
Dept 481 Total:					225.44
Fund 001 Total:					252,052.82
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN08243	Awards Network				
APMWB	Check	00097035	Award Packets	003-482.0000.73020	325.71
VEN07938	Crystal Balback				
APMWB	Check	47	November & December Wellness	003-482.4000.73000	240.00
VEN04994	Gallagher Benefit Services Inc.				
APMWB	Check	269550	Health & Welfare Consulting November 2022	003-482.0000.62040	2,500.00
		264202	Health & Welfare Consulting	003-482.0000.62040	2,500.00
		276983	February 2023 Consulting	003-482.0000.62040	2,500.00
Dept 463 Total:					8,065.71

Packet: APPKT10335 - AP Check Run 3.8.23
 Vendor Set: 01 - Vendor Set 01

Check Date: 3/8/2023

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 650 - RECLAIMED WATER OPERATING							
Dept: 463 Wastewater Operating							
A090	Accurate Testing Labs LLC						
APMWB	Check			129703	WWTP Lab Testing	650-463.0000.63400	710.00
A1395	Advanced Compressor & Hose Inc						
APMWB	Check			90814	Poly Push Connect Union Tee	650-463.0000.63400	21.92
				90673	Fuel Hoses	650-463.0000.68025	63.35
				90773	3/4 D-Ring Weld On	650-463.0000.68025	8.20
				90810	3" Pipe Flange, 3" FCAM 90 ALUM	650-463.0000.68025	295.25
A228	A-L Compressed Gases, Inc.						
APMWB	Check			0002065714	Acetylene, Oxygen, Blueshield 381 CF, Alloy	650-463.0000.68025	286.28
A424	Anatek Labs, Inc.						
APMWB	Check			2302607	BLM@ Corbin Park	650-463.0000.68360	330.00
H030	Hach Company						
APMWB	Check			13475859	PIPET, TRANSFER STERILE PK/15	650-463.0000.63400	19.20
				13472076	PARAFILM 4 IN X 125 FT ROLL	650-463.0000.63400	87.30
VEN10274	Jordan Sales & Service Inc						
APMWB	Check			01-23042	WRF Utility Vehicle	650-463.0000.90010	18,148.00
K0037	K & N Electric Motors Inc.						
APMWB	Check			0137955	Press Shaft Out of Gearbox	650-463.0000.68025	350.00
P180	Perfection Tire						
APMWB	Check			1052838	T118 Oil change/service	650-463.0000.67170	107.89
				1052826	Auto service - T117	650-463.0000.67170	109.95
VEN04173	Post Falls Nissan						
APMWB	Check			27837	Finishing clips - T110	650-463.0000.67170	12.20
R251	Serights Ace Hardware						
APMWB	Check			339996/1	Sink Strainer & Adapter	650-463.0000.68025	20.68
				340028/1	Rust Remover & Strap	650-463.0000.68025	32.33
				339899/1	Brushes & Quick Lok	650-463.0000.68025	40.47
				340206/1	WWTP Shop Supplies	650-463.0000.68025	61.57
				340130/1	WWTP Shop Supplies	650-463.0000.68025	63.63
VEN13229	SPIRAC (USA) INC						
APMWB	Check			US230015	Labyrinth Seal for DS97	650-463.0000.68025	775.00
T106	Titan Truck Equipment						
APMWB	Check			C87079 PO05177	CM - inv#1298296, PO05177	650-463.0000.90010	-220.63
T11390	T-O Engineers, Inc.						
APMWB	Check			210756-15	Community Forest 1/01-1/31/2023	650-463.0000.62040	5,005.50
U145	USABlue Book						
APMWB	Check			259512	Porcelain Buchner Funnel	650-463.0000.63400	117.58
W1396	WesTech						
APMWB	Check			90026	Ditch gearbox coupler	650-463.3122.68400	26,322.12
Dept 463 Total:							52,767.79
Dept: 466 Wastewater - Collections							
A1395	Advanced Compressor & Hose Inc						
APMWB	Check			90854	Surface Water Vactor T205	650-466.0000.63330	63.26
				90836	Parts for Surface Water T205 Vactor	650-466.0000.63330	42.67
C3090	Columbia Electric Supply						
APMWB	Check			1120-1012610	level transducer	650-466.0000.63006	1,988.26
VEN03517	Kenworth Sales Company						
APMWB	Check			024W1842	Replaced Filter Housing and Filter	650-466.0000.67170	992.01
N001	Napa Auto Parts						
APMWB	Check			3688-216064	Delo 400 15W40 Gal	650-466.0000.67170	20.49
N0991	Norco Inc						
APMWB	Check			36980985	Gloves for Waste Water	650-466.0000.63110	573.13
B100	Owen Equipment Company						
APMWB	Check			00109485	hydro excavator	650-466.0000.63330	1,560.83
R251	Serights Ace Hardware						
APMWB	Check			339975/1	Conduit 1/2"x10	650-466.0000.63006	17.99

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
	Bank Code	Payment Type			
	APMWB	Check	340009/1	Flow Meter Parts	650-466.0000.63330 5.49
T118	APMWB	TPI Embroidery			
	APMWB	Check	18644	Waste Water Uniforms - Short Pay Tax	650-466.4000.72000 141.08
				Dept 466 Total:	5,405.21
				Fund 650 Total:	58,173.00

Fund: 651 - RECLAIMED WATER CAPITAL - WWTP
 Dept: 463 Wastewater Operating

A293	APMWB	Allwest Testing & Engin., LLC	230370	WRF Tertiary Improvements Inv. 230370	651-463.3213.90015 1,415.80
J105	APMWB	J-U-B Engineers, Inc.	0159913	Outfall JUB Invoice Jan 2023	651-463.6505.95520 22,386.63
VEN13102	APMWB	McMillen Jacobs Associates	AFP 6	AFP 6 per contract with McMillen	651-463.6505.95520 314,738.01
VEN13163	APMWB	Wapiti Consulting, LLC	386	ATS refurbishment	651-463.3213.90015 4,120.00
				Dept 463 Total:	342,660.44
				Fund 651 Total:	342,660.44

Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR
 Dept: 463 Wastewater Operating

T11390	APMWB	T-O Engineers, Inc.	200143-33	Ponderosa Lift Station T-O Invoice Jan 2023	652-463.3214.95520 2,073.00
			210583-12	Bentley Lift Station T-O Invoice Jan 2023	652-463.3230.95520 1,771.25
				Dept 463 Total:	3,844.25
				Fund 652 Total:	3,844.25

Fund: 750 - WATER OPERATING
 Dept: 462 Water Operating

A090	APMWB	Accurate Testing Labs LLC	129779	Coliform	750-462.0000.68360 180.00
			129860		750-462.0000.68360 150.00
			129835		750-462.0000.68360 150.00
H215	APMWB	Core & Main LP	S308615	Domestic Galv	750-462.0000.63280 350.42
			S306285	Stock Lids	750-462.0000.63280 102.00
			S308526	Hydrant Locks	750-462.0000.80090 84.80
VEN14305	APMWB	General Pacific, Inc	1456757	3/4in E-Series Meter - Stock	750-462.0000.63280 2,114.00
VEN14482	APMWB	Gunnerson Consulting and Communication Site Services, LLC	4964	2023 01 January cell tower lease support	750-462.0000.62040 429.25
V040	APMWB	ODP Business Solutions	291664841001	Office Supplies-Water	750-462.0000.63060 209.99
R251	APMWB	Serights Ace Hardware	A27780	Returned maintenance supplies	750-462.0000.63280 -7.06
			339918/1	Milkhouse Heater, Galvanizing Compound for	750-462.0000.63280 49.65
W180	APMWB	Western States Equipment	IN002267818	Replace Engine Long Block	750-462.0000.95545 58,456.20
				Dept 462 Total:	62,269.25
				Fund 750 Total:	62,269.25

Fund: 753 - WATER CAPITAL
 Dept: 462 Water Operating

VEN01248	APMWB	United Crown Pump & Drilling	105799	WELL 9/11 MOTOR SPARE	753-462.3224.95550 27,442.00
				Dept 462 Total:	27,442.00

Fund 753 Total: 27,442.00

Report Total: 754,507.47



Fund	Account	Amount
001 - GENERAL FUND		
	001-22080	250.00
	001-411.0000.63850	2,500.00
	001-411.0000.63870	39,235.00
	001-411.0000.64010	75.00
	001-413.0000.64010	75.00
	001-414.0000.62000	373.32
	001-414.0000.62040	61,947.00
	001-414.0000.63050	352.60
	001-414.0000.64010	100.00
	001-414.0000.66015	250.00
	001-414.1445.62170	10,902.61
	001-414.1445.62190	6,172.36
	001-417.0000.62003	411.00
	001-421.0000.62040	1,480.00
	001-421.0000.63060	69.90
	001-421.0000.64010	75.00
	001-421.0000.66050	501.32
	001-421.0000.67190	-17.50
	001-424.0000.63060	110.00
	001-424.0000.64010	25.00
	001-431.0000.63000	-2.63
	001-431.0000.63060	33.03
	001-431.0000.63070	32.29
	001-431.0000.63260	255.49
	001-431.0000.63525	1,758.36
	001-431.0000.67090	463.45
	001-431.0000.68100	1,403.70
	001-431.0000.68150	276.64
	001-432.0000.63060	16.79
	001-432.0000.64010	50.00
	001-433.0000.63140	1,183.62
	001-433.0000.63150	371.34
	001-433.0000.63160	129.83
	001-433.0000.67030	33.43
	001-433.0000.68010	-639.90
	001-434.0000.63011	3,646.81
	001-434.0000.63012	90.60
	001-434.0000.63013	90.60
	001-434.0000.63160	296.86
	001-434.0000.67020	591.30
	001-434.0000.67090	414.65
	001-434.0000.67120	378.52
	001-434.0000.67170	2,826.03
	001-434.0000.68010	129.26
	001-434.0000.90010	63,714.10
	001-435.0000.66020	37,500.00
	001-441.0000.63110	116.57
	001-441.0000.63210	31.00
	001-441.0000.64030	27.48
	001-441.0000.66190	614.40
	001-441.0000.67010	261.65
	001-441.0000.67090	724.08
	001-441.0000.68190	168.00
	001-442.0000.63760	3,382.00
	001-442.0000.67090	64.98
	001-442.0000.68160	90.46

001-443.0000.62180	195.00
001-443.0000.63110	15.29
001-443.0000.64010	75.00
001-443.0000.64020	360.00
001-443.0000.65050	155.00
001-443.0000.66190	32.57
001-443.0000.67030	158.80
001-443.0000.68160	152.00
001-443.0000.68170	15.45
001-445.0000.62040	986.32
001-445.0000.63060	234.62
001-445.0000.63430	773.64
001-445.0000.66050	247.07
001-445.1617.33339	2,428.80
001-445.1618.33315	87.50
001-451.0000.63060	82.50
001-451.0000.64010	11.98
001-452.0000.62040	100.00
001-452.0000.63060	178.44
001-454.0000.64010	125.00
001-481.0000.95015	225.44
Fund 001 Total:	252,052.82
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	7,500.00
003-482.0000.73020	325.71
003-482.4000.73000	240.00
Fund 003 Total:	8,065.71
650 - RECLAIMED WATER OPERATING	
650-463.0000.62040	5,005.50
650-463.0000.63400	956.00
650-463.0000.67170	230.04
650-463.0000.68025	1,996.76
650-463.0000.68360	330.00
650-463.0000.90010	17,927.37
650-463.3122.68400	26,322.12
650-466.0000.63006	2,006.25
650-466.0000.63110	573.13
650-466.0000.63330	1,672.25
650-466.0000.67170	1,012.50
650-466.4000.72000	141.08
Fund 650 Total:	58,173.00
651 - RECLAIMED WATER CAPITAL - WWTP	
651-463.3213.90015	5,535.80
651-463.6505.95520	337,124.64
Fund 651 Total:	342,660.44
652 - RECLAIMED WATER CAPITAL - COLLECTOR	
652-463.3214.95520	2,073.00
652-463.3230.95520	1,771.25
Fund 652 Total:	3,844.25
750 - WATER OPERATING	
750-462.0000.62040	429.25
750-462.0000.63060	209.99
750-462.0000.63280	2,609.01
750-462.0000.68360	480.00
750-462.0000.80090	84.80
750-462.0000.95545	58,456.20
Fund 750 Total:	62,269.25
753 - WATER CAPITAL	
753-462.3224.95550	27,442.00
Fund 753 Total:	27,442.00
Report Total:	754,507.47

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 3.8.23

2/1/2023	\$3,942.74	EFT 1	Kootenai County Emergency Medical Services System	Pay Before Due Date	Various
2/1/2023	\$43,020.20	EFT 2	Kootenai County Fire and Rescue	Pay Before Due Date	Various
2/16/2023	\$44.86	91230	AT&T- Long Distance	Pay Before Due Date	Various
2/16/2023	\$22,473.85	91231	AVISTA Utilities	Pay Before Due Date	Various
2/16/2023	\$81.05	91232	Ziplay Fiber	Pay Before Due Date	650-463.0000.65030
2/16/2023	\$200.00	91233	Cecil's Magic	Pay Before Due Date	001-445.0000.62040
2/23/2023	\$139.98	91249	Charter Communications	Pay Before Due Date	001-442.0000.65030
2/23/2023	\$139.98	91250	Charter Communications	Pay Before Due Date	001-412.0000.65040
2/23/2023	\$16.94	91251	Charter Communications	Pay Before Due Date	001-417.0000.63080
2/23/2023	\$1,738.75	91252	Kootenai County Solid Waste	Pay Before Due Date	Various
2/23/2023	\$37.66	91253	Kootenai Electric	Pay Before Due Date	001-443.0000.65021
2/23/2023	\$504.11	91254	Verizon Wireless	Pay Before Due Date	Various
2/23/2023	\$122.00	91255	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
2/23/2023	\$86.06	91256	Ziplay Fiber	Pay Before Due Date	001-445.0000.65030
2/23/2023	\$131.95	91257	Ziplay Fiber	Pay Before Due Date	650-463.0000.65030
2/23/2023	\$122.00	91258	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
2/23/2023	\$1,326.88	91259	Ziplay Fiber	Pay Before Due Date	008-426.0000.65031
2/23/2023	\$122.00	91260	Ziplay Fiber	Pay Before Due Date	650-463.0000.65030
2/24/2023	\$2,622.59	EFT 3	Suez Treatment Solutions Inc	Electronic Pmt	650-463.0000.68025
2/24/2023	\$1,605.36	91261	Kevin Slover	Manual Payroll Ck	001-21050
2/27/2023	\$325,850.60	91262	Northwest Waste and Recycling	Pay Before Due Date	700-461.0000.62042
2/27/2023	\$999,784.39	EFT DFT0006517	North Idaho Title Insurance, I	Electronic Pmt	035-420.0000.96000
	\$1,404,113.95				

**CITY OF POST FALLS
AGENDA REPORT
Consent Calendar**

MEETING DATE: 03/07/2023 08:00:00

DATE: 03/01/2023 19:27:39
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Chief Greg McLean, Post Falls Police
SUBJECT: Approval of School Resource Officer Contract

ITEM AND RECOMMENDED ACTION:

The Police Department requests approval of the agreement with the Post Falls School District #273.

DISCUSSION:

The Police Department requests approval of the agreement with the Post Falls School District #273 to provide School Resource Officers (SROs). The City has been providing SRO services for many years without an agreement in place. This agreement will clarify current assignments and expectations. The Post Falls School District #273 will continue to pay 50% of the annual loaded wages and benefits of each officer, as well as any school related overtime for the current school year and up to three additional years.

If approved, the Mayor will sign the agreement

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

Per year, approximately \$214,000 for wages/benefits and \$10,000 for equipment from the City;
\$214,000 for wages/benefits and \$10,000 for equipment from the School District

BUDGET CODE:

AGREEMENT BETWEEN THE
POST FALLS SCHOOL DISTRICT #273

and

THE CITY OF POST FALLS

for

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS
FOR SCHOOL YEARS 2023-2026

THIS AGREEMENT is entered into this ___th day of _____, 2023, between the Post Falls School District #273 (“DISTRICT”), with its principal business office at 206 West Mullan Avenue, Post Falls, Idaho, and the City of Post Falls (“CITY”), with its principal business office located at 408 North Spokane Street, Post Falls, Idaho.

WITNESSETH:

WHEREAS, safety and security on and around elementary, middle and high school campuses is an essential element for a positive educational environment and the DISTRICT lacks the specialized skills and resources to adequately meet those needs; and

WHEREAS, the City employs police officers who have the training and skills necessary to help secure the safety of students elementary, middle and high school campuses; and

WHEREAS, the safety and security of school students and staff is a concern shared by both the CITY and the DISTRICT, and a coordinated effort is deemed the most effective and efficient means to provide for campus security; and

WHEREAS, the presence of uniformed police officers on school campuses, in addition to basic law enforcement services, allows for an array of police services to be provided to both students and staff, such as the dissemination of information on the police department, the criminal justice system, gang intervention and prevention, and alcohol and drug abuse prevention.

NOW THEREFORE, the parties to this Agreement do mutually agree as follows:

I. RESPONSIBILITIES OF CITY

1. CITY agrees to provide School Resource Officers (“SROs”) to provide a visible uniformed presence on and around those public school campuses within the City of Post Falls listed on the attached Exhibit “A”, which by this reference is incorporated herein. Each SRO will be properly trained and certified as a law enforcement officer within the State of Idaho. Additionally, to the extent possible, each SRO will also possess SRO basic certification through the National Association of School Resource Officers (NASRO).

2. The CITY reserves the right to remove a SRO from any school at any time if Police Department staffing falls below acceptable levels or if police response is necessary elsewhere within the city. If a SRO is removed for more than a temporary or emergency basis, the compensation paid by the DISTRICT will be prorated to reflect the extent of the absence of the SRO.
3. If the regularly assigned SRO is absent for any reason, the CITY agrees to provide coverage for that school with another officer or officers if staffing allows and to notify the DISTRICT of such substitution in a timely manner.
4. Th CITY agrees to provide the DISTRICT with a single contact within the Police Department to facilitate communication regarding the SRO program.
5. CITY agrees to furnish normal equipment for officers who perform this service, including use of Post Falls Police Department vehicles.
6. CITY agrees the officers will facilitate classroom and faculty presentations related to the youth and the law. SROs will investigate youth-related criminal cases, continue to work with community agencies and parent/teacher groups, schedule security activities as needed, be the first responder in all law enforcement-related matters as they occur during regularly scheduled work hours for the officer.
7. CITY agrees to have officers attend various sporting events and other extracurricular activities as needed for pro-active enforcement and interaction.
8. CITY agrees to document and investigate all incidents of crime consistent with CITY police department policies and procedures.
9. CITY agrees to work with the DISTRICT to ensure that all SROs comply with all use and disclosure requirements regarding “education records” and “personally identifiable information” imposed by the Family Educational Rights and Privacy Act (FERPA). Without limiting the foregoing, while performing activities within the scope of this Agreement, SROs are acting as “school officials” as that term is defined by FEPA and may be provided student’s personally identifiable information (PII) on an as-needed basis to carry out legitimate educational purposes.

II. RESPONSIBILITIES OF DISTRICT

1. DISTRICT agrees to provide appropriate office space, furnishings and supplies for each School Resource Officer; and
2. DISTRICT agrees to furnish any special equipment or material necessary for the performance of this service as such equipment or material shall be identified and agreed to by the parties in writing; and
3. DISTRICT agrees each officer shall be responsible primarily to their Police

Department Supervisor and secondarily to the principal of the school to which they are assigned.

4. DISTRICT agrees to pay all school-related overtime for the School Resource Officers for events outside the regular school day.
5. DISTRICT reserves the right to remove any SRO assigned by the City where the school principal feels that the SRO is not effectively performing his or her duties and responsibilities. Before such removal, however, the principal will advise the CITY in writing about the issue and the parties will meet to discuss the matter and determine whether the matter can be resolved without removing the SRO. Such meeting does not limit the DISTRICT's discretion to remove the SRO.
6. DISTRICT will provide reasonable opportunity for the SRO to address students, teachers, school administrators, and parents about the SRO program, goals and objectives. School administrators will seek input from the SRO regarding criminal justice problems relating to students and site security issues.
7. When school personnel discover weapons, drugs, alcohol, or the illegal contraband on school property, the DISTRICT agrees that the SRO will be notified as soon as reasonably possible. If no juvenile or criminal charges are to be filed and no administrative action is to be taken by the Schools, the contraband will be confiscated by the SRO according to Police Department policy and properly disposed of consistent with CITY police policies.
8. School personnel will timely notify the SRO of the names of specific individuals who are not allowed on school property and will notify the SRO of any anticipated parental problems.
9. DISTRICT will provide the SRO with updated copies of all laws, rules, regulations, and school board policies applicable to employees of the School, including but not limited to laws, rules, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises.

III. SCHOOL RESOURCE OFFICER DUTIES AND FUNCTIONS

1. SROs will primarily enforce criminal law and protect the students, staff, and the public on school property against criminal activity. Additionally, the SROs may enforce policies adopted by the District Board related to protecting the safety and well-being of students, staff, and the public on school property that are consistent with the primary mission of the SROs.
2. School authorities and the parents of any child involved will be notified as quickly as possible when the SRO takes any school related law enforcement action involving a student, on campus or off campus, during school hours.

3. Complete reports and investigate crimes committed on campus.
4. Coordinate, whenever practical, investigative procedures between law enforcement and school administrators. The SRO will abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the DISTRICT.
5. The SRO will not be involved in searches conducted by school personnel unless there is reasonable suspicion that a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
6. SROs will take appropriate enforcement action on criminal matters as necessary. The SRO will, whenever practical, advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
7. SROs will confer with the school principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school related activities.
8. SROs will comply with DISTRICT policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that under no circumstances will an SRO be required or expected to act or in a manner inconsistent with their duties as law enforcement officers and employees of the CITY. The use of confidential school records by the SRO will be done only with the school principal's approval and as allowed by law.
9. SROs will not participate in non-criminal student disciplinary matters. Enforcement of the code of student conduct is the responsibility of teachers and administrators.

IV. CONTROL AND JURISDICTION

1. The School Resource Officers will remain under the employment, direction, and control of the CITY at all times. The SROs are employees of the CITY as "employee" is defined under Idaho Code § 6-902(4). The DISTRICT acknowledges that each SRO will receive salary and benefit increases at the discretion of the CITY that may impact the cost to the DISTRICT under this Agreement.

2. The CITY is responsible for the actions of the SROs and will maintain liability insurance for any claims under the Idaho Tort Claims Act, Idaho Code § 6-901 *et seq.*, or any other alleged act or omission of the SROs, including, but not limited to, bodily injury or death, property damage, or alleged Civil Rights violations.

3. The DISTRICT will maintain liability insurance for any claims under the Idaho Tort Claims Act, or any other claim, arising out of the negligent acts or omissions of DISTRICT, its employees, agents, and students, including but not limited to bodily injury or death, property damage, or alleged Civil Rights violations.

4. The DISTRICT will endeavor to provide the CITY with requests for additional officers or for work assignments occurring outside regular school hours (that are not usual police duties) prior to the beginning of the school year. DISTRICT will update the CITY at reasonable intervals in order to assist the CITY in scheduling officers. Any requests for services by the DISTRICT outside the scope of this Agreement will be negotiated in writing between the parties prior to such services being performed.

V. CONSIDERATION

1. In consideration of the services described in this Agreement, the DISTRICT agrees to pay 50% of the annual fully loaded wages and benefits for each assigned SRO, which will be paid quarterly. The CITY will send the DISTRICT a quarterly invoice denoting the current salary and benefit rates for each SRO as well as any overtime as contemplated by this Agreement. The DISTRICT will pay each invoice within sixty (60) days of receipt.

2. In addition to the salary and benefit costs provided under this Agreement, the DISTRICT also agrees to reimburse to the CITY 50% of the costs to provide a SRO with a fully equipped vehicle, uniform, and gun. The parties agree that the outfitting costs will be based on the costs to the CITY to provide and replace the equipment and that the equipment will be replaced based on the schedule attached to this Agreement as Exhibit "B". The District agrees that Outfitting costs incurred by the CITY under this Agreement will be added to the next quarterly invoice for services sent to the DISTRICT.

VI. TERM, RENEWAL, AND TERMINATION OF AGREEMENT

1. This Agreement will remain in effect for the DISTRICT's 2022-2023 public school year and will automatically renew for up to three (3) additional public school years provided the DISTRICT's Board of Trustees appropriates funds necessary to fund this Agreement in each fiscal year in which this Agreement is to remain in effect. The failure to appropriate funds in any fiscal year will not be considered a breach of this Agreement.

2. This Agreement may be amended or renewed in writing by consent of CITY and DISTRICT (including consent of the DISTRICT's Board of Trustees) as permitted by law.

3. This Agreement may be terminated at any time by either party by providing One Hundred and Eighty Day's (180) days written notice to the other, in which case the DISTRICT will only be obligated to pay the consideration due up through the effective date of the

termination.

4. The parties shall make reasonable efforts to meet from time-to-time during the term of this Agreement to evaluate the program prior to deciding whether to continue.

VII. MISCELLANEOUS

1. **Choice of Law and Venue:** It is expressly understood and agreed by CITY and DISTRICT that the laws of the State of Idaho shall govern them and the venue for any litigation disputes regarding, or interpretation of, this Agreement shall be initiated exclusively in Kootenai County, State of Idaho.

2. **Successor and Assigns.** All terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their respective successors in interest and assigns. Neither party will assign its interest in this Agreement without the written consent of the other Party.

3. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and the Agreement will not be interpreted to benefit third parties.

4. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and all other agreements, oral or written, are included and merged into this Agreement.

5. **Amendment.** This Agreement may only be modified in a writing executed by each party.

6. **Notice Addresses.** Any and all notices to be given under this Agreement will be in writing and will be delivered to the following:

CITY
Chief of Police
Post Falls Police Department
1717 E. Polston Ave.
Post Falls, ID 83854

DISTRICT
Superintendent
Post Falls School District
206 W. Mullan Ave
Post Falls, ID 83854

IN WITNESS THEREOF, CITY and DISTRICT have caused the Agreement to be executed by duly authorized representatives effective on the last signature date below.

CITY OF POST FALLS

POST FALLS SCHOOL DISTRICT 273

By: _____
Ronald G. Jacobson, Mayor

By: Michelle Lippert
Michelle Lippert, Chairperson

Date: _____

Date: 2/13/23

Attest:

Attest:

Shannon Howard, City Clerk

Kim Zeller
Kerri Zeller, Clerk of the Board

EXHIBIT A
POST FALLS SCHOOLS WITH
ASSIGNED SCHOOL RESOURCE OFFICERS

- **One Full Time Officer - Post Falls High School**
- **One Full Time Officer - Post Falls Middle School**
- **One Full Time Officer - River City Middle School**
- **One Shared Full Time Officer:**
 - **Greensferry Elementary**
 - **Mullan Trail Elementary**
 - **Ponderosa Elementary**
 - **Prairie View Elementary**
 - **Seltice Elementary**
 - **Treaty Rock Elementary**
 - **West Ridge Elementary**

EXHIBIT B
SRO EQUIPMENT REIMBURSEMENT
AND REPLACEMENT SCHEDULE

- **Gun and Uniform:**
 - **Current Cost: \$13,000 (50% of current cost: \$6,500).**
 - **Replacement Schedule: 5 years.**

- **Vehicle:**
 - **Current Cost: \$45,000 (50% of current cost: \$22,500).**
 - **Replacement Schedule: 7 years.**

- **Vehicle Technology:**
 - **Current Cost: \$45,000 (50% of current cost: \$22,500).**
 - **Replacement Schedule: 5 years.**

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: MARCH 7TH, 2023**

DATE: February 28, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROBERT S. PALUS, PE – ASSISTANT CITY ENGINEER
SUBJECT: ACCEPTANCE OF PROPERTY – QUITCLAIM 4TH/IDAHO

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor’s signature to accept property from the State of Idaho, along Idaho St. in the northwest corner of the 4th Avenue / Idaho Street intersection.

DISCUSSION: The State of Idaho owns two (2) parcels of land along the west side of Idaho Street, between 4th Avenue and 5th Avenue. These parcels are remnants from land acquired by the State to accommodate the construction of I-90 and the Idaho Street Bridge over the Interstate. City Staff is working with the Developer of the Millworx project to construct a single lane roundabout at the intersection of 4th Avenue and Idaho Street. In order to build the roundabout, additional rights-of-way are needed in the area of the States ownership. Staff has been working with the Idaho Transportation Department to have portions of their property transferred to the City to allow for the construction of the roundabout. The State has agreed to transfer, by Quitclaim Deed, their ownership of the entirety of their southern lot and the southern 40 feet of their northern lot to the City with the stipulation that the land can only be used for public purposes. The acquired land exceeds the minimum requirements necessary for the roundabout and associated stormwater facilities. The roundabout will address traffic needs identified in the City’s Transportation Master Plan. Revisions to the storm water facilities, associated with the roundabout, will aid in reducing the stormwater that currently flows into the City’s MS4 stormwater system. There are no costs associated with the acquisition.

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

APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: none at this time.

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: A copy of the Quitclaim Deed is attached.

After recording return to:
Idaho Transportation Department
Attn: HQ RW
PO Box 7129
Boise ID 83707-1129

Project No. I-IG-90-1(91)0
Key No. A0410
Parcel Nos. 96.5 and 97.5
Parcel ID Nos. 52049 and 52050
[also, Project No. I-1G-90-1(99)3, Key No. A2618]

QUITCLAIM DEED

THIS INDENTURE is made this 16 day of February, 2023, by and between the **STATE OF IDAHO, IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT** ("Grantor"), whose address is 3311 West State Street, Boise, Idaho 83703, and the **CITY OF POST FALLS, a political subdivision of the State of Idaho** ("Grantee"), whose address is 408 N. Spokane Street, Post Falls, Idaho 83854, and its successors and assigns.

WITNESSETH: That Grantor, for value received, does, by these presents remise, release, convey and forever QUITCLAIM unto Grantee all right, title and interest which Grantor now has or may hereafter acquire in that certain real property being a portion of Section 3, Township 50 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, being more particularly described as follows:

SEE LEGAL DESCRIPTION ON **EXHIBIT A** ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF.

Parcel 96.5 containing approximately 0.042 acres (1,822 square feet); and
Parcel 97.5 containing approximately 0.129 acres (5,600 square feet).

Together with all appurtenances, easements and rights of way.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto Grantee and to Grantee's heirs and assigns forever.

RECORD AT THE REQUEST OF THE STATE OF IDAHO
FEE EXEMPT – I.C. 67-2301

Page 1 of 5

Project No. I-IG-90-1(91)0
Key No. A0410
Parcel Nos. 96.5 and 97.5
Parcel ID Nos. 52049 and 52050
[also, Project No. I-1G-90-1(99)3, Key No. A2618]

Provided, however, that this conveyance is made and accepted upon the express condition, and in compliance with IC 58-335A, that Grantee and its successors shall use said land for only a public purpose, then and in the case that public use shall have terminated, the whole of the estate above granted and conveyed and any and all improvements thereon shall immediately revert to and become the property of Grantor, its successors or assigns, forever, and Grantor hereby expressly reserves to itself and its successors or assigns to enter upon said land and premises and to take absolute possession thereof and any and all improvements thereon, for and upon the breach of the aforesaid condition.

(The remainder of this page left intentionally blank; signatures on following pages.)

Project No. I-IG-90-1(91)0
Key No. A0410
Parcel Nos. 96.5 and 97.5
Parcel ID Nos. 52049 and 52050
[also, Project No. I-1G-90-1(99)3, Key No. A2618]

EXHIBIT A

Idaho Transportation Department
Interstate Hwy. No. 90
Project No. I-IG-90-1(91)0
Key No. A0410
[Project No. I-IG-90-1(99)3]
[Key No. A2618]

June 15, 2022
Parcel No. 96.5
Parcel ID No. 52049
+/-1,822 Sq Ft. (unsurveyed)
+/- 0.0418 acres (unsurveyed)

Legal Description

A parcel of land, consisting of a portion of Warranty Deed Instrument No. 664785, located in Section 3, Township 50 North, Range 5 West, B.M., in the City of Post Falls, Kootenai County, Idaho and being more particularly described as follows:

"All of Lot 1 and the East 10.0 feet of Lot 2 of Block 14, Town (Map) of Post Falls as shown on the Official Plat thereof now on file and of record in Book C of Plats at Page 208 in the office of the County Recorder of Kootenai County, Idaho and the vacated South 20.0 feet of Fifth Street lying between the Northerly extension of the East line of Lot 1 and the West line of the East 10.0 feet of Lot 2 of said Block 14 as vacated by Ordinance No. 257 dated May 5, 1964 and recorded April 7, 1966 as Instrument No. 484077, records of Kootenai County, Idaho."

Excepting therefrom:

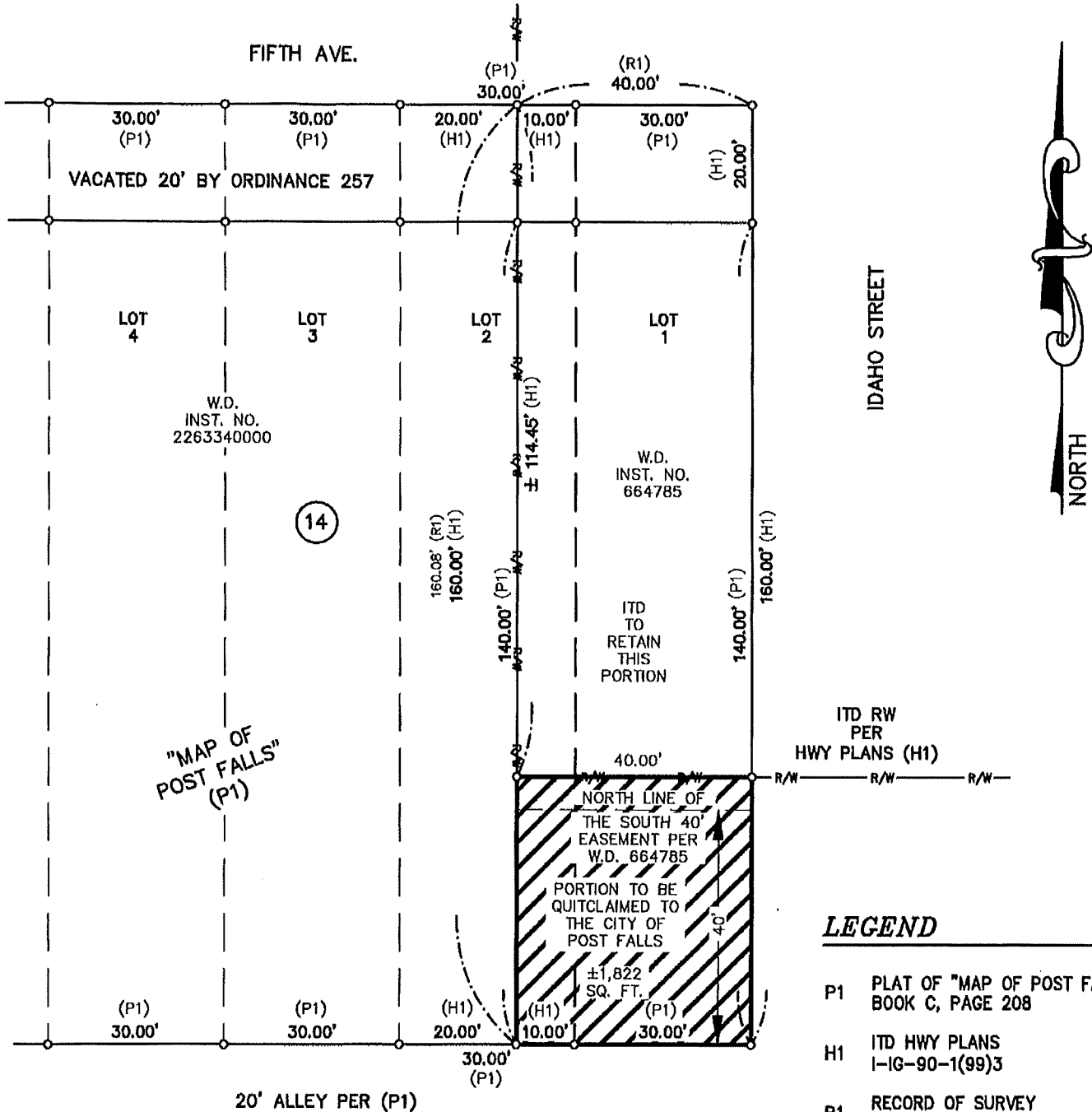
The North 114.45 feet, more or less, of said Lot 1 and the North 114.45 feet, more or less, of the said East 10 feet of Lot 2, between the South I-90 Right of Way line, as depicted on the Official plan set of F.A.P. Project No. I-IG-90-1(99)3 stored at the Office of the Idaho Transportation Department, and the North line of said vacated South 20 feet of Fifth street, as shown on Record of Survey Instrument No. 1303739.

Subject to:

Any existing Right-of-Way, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning ordinances and use regulations, of record or in view.

LEGAL DESCRIPTION EXHIBIT

A PORTION OF LOT 1 AND LOT 2, BLOCK 14, "MAP OF POST FALLS"
 LOCATED IN THE NE 1/4 OF SECTION 03, TOWNSHIP 50 NORTH, RANGE 5 WEST,
 BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



LEGEND

- P1 PLAT OF "MAP OF POST FALLS" BOOK C, PAGE 208
- H1 ITD HWY PLANS I-IG-90-1(99)3
- R1 RECORD OF SURVEY INST. NO. 1303739
- o CALCULATED POINT



MDW

MATTHEW D. WILSON, PLS 15685

06/15/2022

DATE



SCALE: 1"=25'
DRAWN BY: MDW
DATE: 06/15/22
DWG: PF_IDST-5TH
PAGE 1 of 1

Idaho Transportation Department
Interstate Hwy. No. 90
Project No. I-IG-90-1(91)0
Key No. A0410
[Project No. I-IG-90-1(99)3]
[Key No. A2618]

June 15, 2022
Parcel No. 97.5
Parcel ID No. 52050
+/-5,600 Sq. Ft. (unsurveyed)
+/- .1286 acres (unsurveyed)

Legal Description

A parcel of land, consisting of all of Warranty Deed Instrument No. 616252, located in Section 3, Township 50 North, Range 5 West, B.M., in the City of Post Falls, Kootenai County, Idaho and being more particularly described as follows:

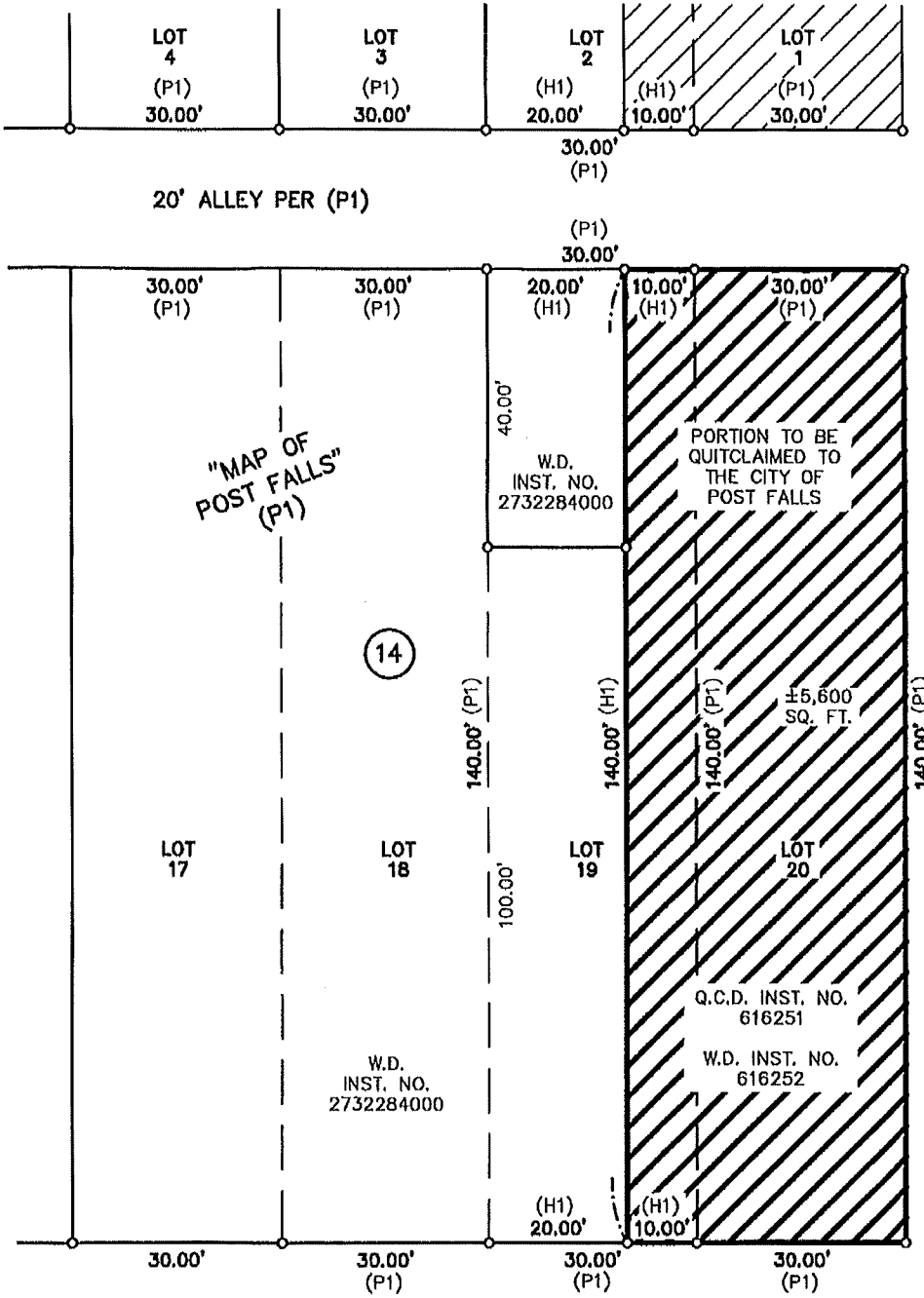
"All of Lot 20 and the East 10.0 feet of Lot 19 of Block 14, Town (Map) of Post Falls as shown on the Official Plat thereof now on file and of record in Book C of Plats at Page 208 in the office of the County Recorder of Kootenai County, Idaho."

Subject to:

Any existing Right-of-Way, easements, covenants, conditions, rights, reservations, restrictions, encumbrances or applicable subdivision, building and zoning ordinances and use regulations, of record or in view.

LEGAL DESCRIPTION EXHIBIT

THE EAST 10 FEET OF LOT 19 AND ALL OF LOT 20, BLOCK 14, "MAP OF POST FALLS"
 LOCATED IN THE NE 1/4 OF SECTION 03, TOWNSHIP 50 NORTH, RANGE 5 WEST,
 BOISE MERIDIAN, CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO



LEGEND

- P1 PLAT OF "MAP OF POST FALLS" BOOK C, PAGE 208
- H1 ITD HWY PLANS 1-16-90-1(99)3
- R1 RECORD OF SURVEY INST. NO. 1303739
- o CALCULATED POINT



MDL

MATTHEW D. WILSON, PLS 15685

06/15/2022
 DATE



SCALE: 1"=25'
DRAWN BY: MDW
DATE: 06/15/22
DWG: PF_IDST-4TH
PAGE 1 of 1

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: MARCH 7TH, 2023**

DATE: FEBRUARY 24TH, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN, CITY ENGINEER
SUBJECT: BOYD'S LANDING 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 subdivision.

DISCUSSION: This Agreement reflects the construction phase of the Boyd's Landing 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 43-lot subdivision, with the application for plat submitted by Hallmark Homes, Inc.

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

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

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

DEVELOPER

Michael Fitzgerald, Vice President
Hallmark Homes, Inc.
179 E. Wilbur Ave
Dalton Gardens, ID 83835
(208) 704-2000

CITY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

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

1.02 PERMITS, LAWS, AND FEES

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

1.03 RELATIONSHIP OF PARTIES

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

1.04 ENGINEER’S RELATION TO THE CITY

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

1.05 DEVELOPER’S RESPONSIBILITY

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

1.06 ALLOCATION OF LIABILITY

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

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

1.07 DISCLAIMER OF WARRANTY

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

1.08 NON-DISCRIMINATION

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

1.09 COST OF DOCUMENTS

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

1.10 PUBLIC UTILITIES

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

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

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

1.11 TIME IS OF THE ESSENCE

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

1.12 ASSIGNMENTS

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

1.13 DEFAULT – CITY’S REMEDIES

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

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

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

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

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

1.14 NON-WAIVER

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

1.15 INTERPRETATION

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

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

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

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

1.16 EFFECT OF STANDARD SPECIFICATIONS

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

1.17 AMENDMENT

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

1.18 JURISDICTION – CHOICE OF LAW

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

1.19 SEVERABILITY

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

1.20 INTEGRATION

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

1.21 DEFINITIONS

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

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

1.22 APPROVALS AND CONSENTS

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

1.23 ATTORNEY FEES – MEET AND CONFER

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

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 RECORDING OF FINAL PLAT

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

2.02 PERFORMANCE GUARANTY

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

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

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

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

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

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

1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09.
2. The expiration of the warranty period as provided in Section 3.08.

2.03 PREREQUISITES TO CONSTRUCTION

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

2.04 ENGINEER

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

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

2.05 PLANS AND SPECIFICATIONS

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

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

2.06 QUALITY CONTROL PROGRAM

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

2.07 WORK SCHEDULE

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

2.08 MATERIALS

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

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

2.09 GENERAL STANDARDS OF WORKMANSHIP

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

2.10 PLACEMENT OF UTILITIES

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

2.11 WORK IN RIGHTS-OF-WAY

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

2.12 SURVEYOR

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

2.13 REQUIRED REPORTING

- A. Quality Control

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

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

2.14 PROGRESS PAYMENTS

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

2.15 OBSERVANCE

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

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

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

2.16 STOP WORK ORDERS

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

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

2.17 ACCESS

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

2.18 MAINTENANCE

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

2.19 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

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

2.20 TIME

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

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

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

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

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

3.03 CERTIFICATE OF COMPLIANCE

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

3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

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

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

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

3.06 INSPECTION

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

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

3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

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

3.08 DEVELOPER'S WARRANTY

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

3.09 WARRANTY GUARANTY

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

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

3.10 CITY'S REMEDIES UNDER WARRANTY

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

3.11 CONDITIONS OF REIMBURSEMENT

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

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

CITY OF POST FALLS

DEVELOPER

BY: _____
Ronald Jacobson, Mayor

BY: _____

ATTEST:

WITNESS:

Shannon Howard - City Clerk

Print Name:

- ATTACHMENT A: PROPERTY DESCRIPTION
- ATTACHMENT B: DESCRIPTION OF IMPROVEMENTS
- ATTACHMENT C: COST ESTIMATES
- ATTACHMENT C-1: DETAILED COST ESTIMATES
- ATTACHMENT D: EVIDENCE OF SURETY

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

DEVELOPER ACKNOWLEDGMENT

STATE OF IDAHO)
)
:SS
County of Kootenai)

On this ___ day of ____, 20____, before me, a Notary for the state of Idaho, personally appeared _____, known, or identified to me to be the _____ of the _____ that executed this instrument, or the person who executed the instrument on behalf of said _____, and acknowledged to me that such _____ 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: _____

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

Boyd's Landing

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

ATTACHMENT "A"

EXHIBIT A

Legal Description

Boyd's Landing

All of Tract 42 and a portion of Tract 41, Block 25, of the POST FALLS IRRIGATED TRACTS, filed in Book C of PLATS at Page 78, records of Kootenai County, in the Southwest Quarter of Section 25, T51N, R5W, B.M., City of Post Falls, Kootenai County, Idaho, described as follows:

Commencing at the Southeast corner of said Tract 42;

Thence, coincident with the EAST line of said Tract 42, N 0°42'15" E, 20.00 feet to the **Point of Beginning**;

Thence, parallel with the South line of said Tract's 42 and 41, N 88°34'08" W, 826.06 feet to the southeast corner of JACOB'S RUN subdivision, as shown on that map filed in Book L of Plats at Page 359, said records;

Thence, coincident with the East line of said JACOB'S RUN, N 0°42'37" E, 448.09 feet to the northeast corner of said JACOB'S RUN;

Thence, leaving said East line, N 44°21'16" E, 237.65 feet to the northwest corner of said Tract 42;

Thence, coincident with the North line of said Tract 42, S 88°32'50" E, 661.96 feet to the northeast corner of said Tract 42;

Thence, coincident with the East line of said Tract 42, S 0°42'15" W, 621.88 feet to the **Point of Beginning**.

Containing: 11.467 Acres / 499,495 SQFT, more or less.

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

Hallmark Homes, Inc.

FOR

Boyd's Landing

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

ATTACHMENT "B"

ATTACHMENT "C"
COST ESTIMATES
FOR

Boyd's Landing

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: **\$ 681,461.67**
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 379,600.00**
3. Other improvements for which bonding is required: **\$ -0-**
4. Street trees within public right-of-way: **\$ 45,000.00**
5. Total cost of improvements: **\$ 1,106,061.67**
6. Warranty amount: **\$ 55,303.08**

ATTACHMENT "C"

ATTACHMENT "C-1"
DETAILED COST ESTIMATES
FOR

Boyd's Landing

Developer to submit detailed cost estimates.

ATTACHMENT "C-1"

ATTACHMENT "D"
EVIDENCE OF SURETY
FOR

Boyd's Landing

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

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

Hallmark Homes, Inc.

FOR

Boyd's Landing

CONSTRUCTION DRAWINGS

Plans Titled: **Boyd's Landing**

Dated: **8/12/2022**

By: **ACE Solutions, LLC**

Sheets 1 through 18

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

Hallmark Homes, Inc.

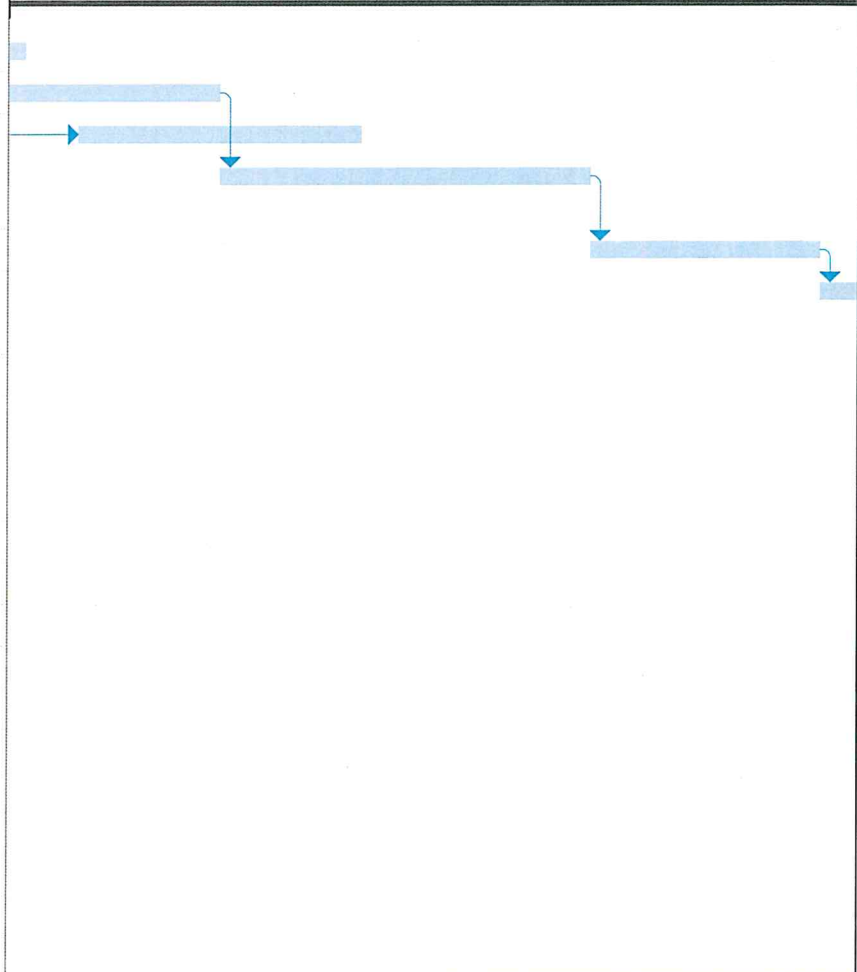
FOR

Boyd's Landing

CONSTRUCTION SCHEDULE

Developer to submit a construction schedule.

ID	Task Mode	Task Name	Duration	Start	Finish	23	Mar 5, '23	Mar 12, '23	Mar 19, '23	Mar 26, '23	Apr 2, '23	Apr 9, '23	Apr 16, '23
						F	S	M	T	W	F	S	S
1		Boyd's Landing	110 days	Fri 3/3/23	Thu 8/3/23								
2		mobe	1 day	Fri 3/3/23	Fri 3/3/23								
3		strip row	8 days	Fri 3/3/23	Tue 3/14/23								
4		offsite water	12 days	Tue 3/7/23	Wed 3/22/23								
5		exc to embank incl.borrow	15 days	Wed 3/15/23	Tue 4/4/23								
6		sewer	9 days	Wed 4/5/23	Mon 4/17/23								
7		sewer services	6 days	Tue 4/18/23	Tue 4/25/23								
8		water main	10 days	Wed 4/26/23	Tue 5/9/23								
9		water services	7 days	Wed 5/10/23	Thu 5/18/23								
10		drywells	2 days	Fri 5/19/23	Mon 5/22/23								
11		utility crossings	4 days	Tue 5/23/23	Fri 5/26/23								
12		sidewalk grade	7 days	Mon 5/29/23	Tue 6/6/23								
13		pour walks	5 days	Wed 6/7/23	Tue 6/13/23								
14		curb grade	6 days	Wed 6/14/23	Wed 6/21/23								
15		pour curbs	2 days	Thu 6/22/23	Fri 6/23/23								
16		subgrade	6 days	Mon 6/26/23	Mon 7/3/23								
17		base	3 days	Tue 7/4/23	Thu 7/6/23								
18		adjustments	1 day	Fri 7/7/23	Fri 7/7/23								
19		paving	2 days	Mon 7/10/23	Tue 7/11/23								
20		swales	12 days	Wed 7/12/23	Thu 7/27/23								
21		utility main	10 days	Wed 7/12/23	Tue 7/25/23								
22		signs/stripping	2 days	Wed 7/12/23	Thu 7/13/23								
23		misc/clean up	5 days	Fri 7/28/23	Thu 8/3/23								



Project: pre-con revised Date: Fri 2/17/23	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

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

Hallmark Homes, Inc.

FOR

Boyd's Landing

ENGINEERING SERVICES FEE SUMMARY

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

43 Lots X \$350.00 = \$ **15,050.00**

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

Hallmark Homes, Inc.

FOR

STREET LIGHT CHARGES

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

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

Street light type: **Town & Country**

5 lights X 12 months X \$ 25.25 per month = \$ 1515.00

Street light type: **Cobra Head**

5 lights X 12 months X \$ 35.00 per month = \$ 2100.00

TOTAL = \$ 3615.00

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

Hallmark Homes, Inc.

FOR

Boyd's Landing

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

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

_____ (# of SF homes) x \$5,983.00	=	\$ _____
_____ (# of Commercial service units) x \$5,983.00	=	\$ _____
_____ (# of structures connecting) x (Utility Deposit = \$60.00)	=	\$ _____

SEWER CAP FEES

1 Wastewater Flow (5,000 Gallons)	\$5,983.00
-----------------------------------	------------

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

Hallmark Homes, Inc.

FOR

Boyd's Landing

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

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

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

Water Cap Fees

_____	x	3/4" – 1"	= \$3,773.99 Residential	=	\$ _____
_____	x	1"	= \$6,289.99 Commercial	=	\$ _____
_____	x	1-1/2"	= \$12,579.97	=	\$ _____
_____	x	2"	= \$20,127.96	=	\$ _____

Meter Fees

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

ACCOUNT FEES

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

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

Hallmark Homes, Inc.

FOR

Boyd's Landing

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

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

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

Hallmark Homes, Inc.

FOR

Boyd's Landing

ENGINEERING OF RECORD CERTIFICATION:

Certification Statement

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

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

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

Hallmark Homes, Inc.

FOR

Boyd's Landing

CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS:

State of Idaho)
)
) :ss
County of Kootenai Kootenai)

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

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

Signature

Print Name

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

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

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

Hallmark Homes, Inc.

FOR

CASH IN LIEU OF PLANTING STREET TREES

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

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

CITY OF POST FALLS
AGENDA REPORT
Public Hearings
MEETING DATE: 03/07/2023

DATE: 02/16/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner
SUBJECT: Fiscal year 2024 Budget Amendment #2

ITEM AND RECOMMENDED ACTION:

Staff is requesting to amend the budget.

Crown Pointe Regarding Project of \$212,594.00, Equipment bays at the 3rd Ave Parks Shop for \$159,079.00, Truck - 3/4 ton pick (2) for \$109,713.00, Equipment - Mini skid steer attachments of \$19,555.00, Equipment - Mini skid steer for \$81,505.00, and Spokane Street Reconstruction Project for \$1,307,768.00. Also, an additional budget request is needed from the prior amendment related to funds transfer from the General Fund (001) to the Facility Reserve Fund (011).

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$7,890,214.00

BUDGET CODE:

N/A

CITY OF POST FALLS
AMENDING THE BUDGET AND APPROPRIATION ORDINANCE

Notice is hereby given that the City Council of Post Falls will hold a public hearing for consideration of an amendment to the 2022-2023 fiscal year budget by appropriating additional monies received by the City of Post Falls, said hearing to be held at City Hall at 6:00 p.m. on the 7th day of March, 2023.

PROPOSED EXPENDITURES

	Proposed FY 2022-2023
GENERAL FUND:	
STREETS	\$ 1,307,768
PARKS	\$ 582,446
SUBTOTAL-GF DEPT EXPEND	<u>\$ 1,890,214</u>
ANNEXATION FEE ACCOUNT	\$ -
SUBTOTAL-DED GF ACCOUNTS	<u>\$ -</u>
 TOTAL GENERAL FUND	 <u>\$ 1,890,214</u>
CAPITAL PROJECTS FUNDS:	
FACILITY RESERVE ACCOUNT	\$ 6,000,000
TOTAL CAPITAL PROJECTS FUND EXP.	<u>\$ 6,000,000</u>
TOTAL ALL FUND EXPENDITURES	\$ 7,890,214

PROPOSED REVENUES/FUNDING RESOURCES

GENERAL FUND:	
FUND BALANCE REBUDGETED	\$ 7,890,214
GENERAL FUND DEDICATED ACCOUNTS:	
FUND BALANCE REBUDGETED	\$ -
TOTAL GENERAL FUND RESOURCES	<u>\$ 7,890,214</u>
TOTAL ALL ESTIMATED RESOURCES	\$ 7,890,214

Expenditure of the monies will be in accordance with the provisions by the Funding source and will not affect property taxes.

Dated: February 15, 2023

City Treasurer

Publish: February 24, 2023 and March 3rd, 2023.

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS
MEETING DATE: March 7, 2023**

DATE: February 24, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jaxon Fleshman, Project Manager
SUBJECT: Spokane Street Rehabilitation – Authorization for Construction Phase Services

ITEM AND RECOMMENDED ACTION: City Council approves the Authorization for Construction Phase Services with Welch Comer & Associates, Inc. and for the Mayor to sign the Authorization for Additional Services.

DISCUSSION: Welch Comer Engineers started design of the Spokane Street Rehabilitation project following Council approval in February 2022. The original Agreement included Engineering and Design services with the option to add Construction phase services at a future date. This authorization for additional services includes the necessary tasks for bidding and construction management and observation.

The Spokane Street Rehabilitation Project involves removal and replacement of asphalt from the Spokane Street Bridge to the eastbound I-90 on/off ramp intersection. Also included are some minor water system improvements, manhole lid replacements, and installation of conduits designated for future use.

City Staff and Welch Comer are aware of other projects in the vicinity led by the Idaho Transportation Department and Post Falls Highway District and will continue to coordinate timing and work activities to minimize impact to the traveling public. Bidding of the Spokane Street Rehabilitation project is anticipated Spring 2023 with construction to follow a bid award.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:
Design contract with Welch Comer – February 1, 2022

APPROVED OR DIRECTION GIVEN: Council approved the design contract with Welch Comer.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: City Council approval authorizes the Mayor to sign the Authorization for Additional Services Agreement with Welch Comer in the amount of \$96,000. In the event additional tasks or services are required, the Public Works Director or his designee is authorized to direct the consultant to perform those tasks, up to a 10% contingency in the amount of \$9,600. Council approval is for the requested amount of \$105,600. Funding for this Agreement will come from the Spokane Street Reconstruction project budget code.

BUDGET CODE: 001-431.1811.95040

SUPPORTING DOCUMENTS: Authorization for Construction Phase Services

Authorization for Additional Services

The Effective Date of this Authorization is: _____

Background Data

Effective Date of Owner-Engineer Agreement: February 1, 2022
Owner: City of Post Falls, Idaho
Engineer: Welch Comer & Associates, Inc.
Project: Spokane Street Rehabilitation – Construction Phase Services

General Description of Additional Services:

The purpose of this Amendment is to provide professional and administrative services during the construction phase. Below is the detailed scope of work:

1. Bid Phase Services

- A. Engineer will facilitate the bid phase on behalf of the Owner. Specifically, the Engineer will provide the following:
 - 1. Prepare an advertisement for bid that will be submitted for advertisement in the City's official newspaper.
 - 2. Maintain a plan holders list.
 - 3. Conduct a Pre-bid Conference/Presentation at the City with prospective bidders.
 - 4. Respond to bidders' questions and issue necessary addenda.
 - 5. Attend and facilitate bid opening.
 - 6. Evaluate the bids with the City and make a recommendation.
 - 7. Attend City Council Meeting to present the recommendation.

2. Construction Phase Services (CPS)

- A. General Administration of Construction Contract: Consult with OWNER and act as OWNER's Engineering representative.
- B. Pre-Construction Conference: Facilitate a Pre-Construction Conference prior to commencement of Work at the Site.
- C. Construction Surveying: No construction surveying is included in this scope of work. However, up to four (4) hours of office time and four (4) hours of field survey time are included for misc. survey needs.
- D. Site Visits and Construction Observation: In connection with observations of Contractor's work while it is in progress:
 - 1. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative (defined below) are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract, but

rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine if Contractor's work is proceeding in accordance with the Contract, and ENGINEER shall keep OWNER informed of the progress of the Work.

2. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform to the Contract and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract.
 3. Act as OWNER's representative in answering field questions, written correspondence or phone inquiries of the public or residents adjacent to the project.
- E. Resident Project Representative (RPR): ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:
1. RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
 2. Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult the ENGINEER concerning acceptability.
 3. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

- a) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
- b) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
- c) Shop Drawings and Samples:
 - Record date of receipt of Samples and approved Shop Drawings.
 - Receive Samples which are furnished at the Site by Contractor and notify ENGINEER of availability of Samples for examination.
 - Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
- d) Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
- e) Conduct on-site observations of the Contractor's work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents.
- f) Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- g) Recordkeeping:
 - Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
 - Prepare a daily report, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER, and OWNER.
 - Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 - Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

- h) Reports:
- Furnish ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders.
 - Report immediately to ENGINEER and OWNER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
- i) Payment Request: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to OWNER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
- j) Participate in a final inspection in the company of the OWNER and Contractor and prepare a final list of items to be completed or corrected.
- k) Assist ENGINEER in producing "punchlist" of items yet to be completed and observe whether all items on list have been completed or corrected. Make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.
5. Defective Work: Recommend to OWNER that Contractor's work be disapproved and rejected while if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms to the Contract or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract.
6. Clarifications and Interpretations: Issue necessary clarifications and interpretations of the Contract as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract.
7. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
8. Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet Contractor's submittal schedule that has earlier been accepted by ENGINEER.
9. Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor,

but excluding modifications to the Contract required to incorporate substitutes or “or-equal” items.

10. Inspections and Tests: Require such special inspections or tests of Contractor’s work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract. ENGINEER’s review of such certificates will be for the purpose of determining that the project is being constructed in compliance with the Contract. ENGINEER is entitled to rely on the results of such tests.
11. Disagreements between OWNER and Contractor: Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor’s work or the interpretation of the requirements of the Contract pertaining to the execution and progress of Contractor’s work.
12. Applications for Payment: Based on ENGINEER’s observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a) Determine the quantities Contractor should be paid. Such recommendations of payment will be in writing and will constitute ENGINEER’s representation to OWNER, based on such observations and review, that, to the best of ENGINEER’s knowledge, information and belief, Contractor’s work has progressed to the point indicated, the quality of such work is in accordance with the Contract (subject to an evaluation of the Work as functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER’s responsibility to observe Contractor’s work. In the case of unit price work, ENGINEER’s recommendations of payment will include final determinations of quantities and classifications of Contractor’s work (subject to any subsequent adjustments allowed by the Contract).
 - b) By recommending any payment quantities, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor’s work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor’s work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract. Neither ENGINEER’s review of Contractor’s work for the purposes of recommending payments nor ENGINEER’s recommendation of any payment including final payment will impose on ENGINEER’s responsibility to supervise, direct, or control Contractor’s work in progress or for the means, methods, techniques, sequences, or procedures or construction or safety precautions or programs incident thereto, or Contractor’s compliance with Laws and Regulations applicable to Contractor’s furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

- c) For the purposes of this Agreement, ENGINEER shall complete not more than one application for payment per month.
13. Contractor's Completion Documents: Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract to obtain final payment. The extent of such ENGINEER's review will be limited as established in this Agreement. ENGINEER shall transmit these documents to OWNER.
 14. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.
 15. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor along with a statement of Physical Completion. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the "Notice of Acceptability of Work" that the Work is acceptable (subject to the provisions of this Agreement) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement. Once project is closed out, ENGINEER shall notify the Contractor of Project Completion.
 16. Duration of Construction Phase: The scope of services and associated estimation of man-hours and expenses which established the ENGINEER's budget are based upon a construction contract period of 35 working days. It is also based on RPR services being provided an average of 45 hours per week. The Owner's staff will provide on site inspection services in the event the Engineer is not at the site. Should the contract times be extended by the OWNER, or if the ENGINEER is directed to work additional hours per week, ENGINEER may request a Supplemental Agreement for additional budget required for services during the extended periods. The ENGINEER shall additionally participate within a one year warranty walk through of the project and compile and issue a letter to the contractor of any deficiencies identified as part of the warranty walk thru.
 17. Limitation of Responsibilities: ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract.
 18. Produce an engineer's certification letter for the project and accompanying as-built drawings of the project.

Description of Modification of Payment to Engineer:

Owner shall pay Engineer for services described on an HOURLY basis as follows:

Bid Phase Services	\$ 7,000
Construction Phase Services	\$89,000

An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.

Engineer's Standard Hourly Rates are attached as Appendix 1.

Engineer's Reimbursable Rate Schedule is attached as Appendix 2.

Engineer may alter the distribution of compensation between individual phases of the work to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

Agreement Summary:

Original Agreement amount:		
Design Phase (Lump Sum)	\$	26,500.00
Railroad Coordination (Hourly)	\$	22,400.00
Amendment 1 (Lump Sum)	\$	4,000.00
Amendment 2 (Hourly)	\$	96,000.00
Adjusted Agreement amount:	\$	148,900.00

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Authorization. All provisions of the Agreement not modified by this or previous Amendments remain in effect. Welch Comer & Associates, Inc is authorized to perform the work described in this Amendment.

OWNER: City of Post Falls

ENGINEER: Welch Comer & Associates, Inc.

By: _____

By:  _____

Print name: _____

Print name: Matt Gillis, P.E. _____

Title: _____

Title: Vice President _____

Date Signed: _____

Date Signed: 2/24/23 _____

PM Approval:  _____

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. The Standard Hourly Rates Schedule shall remain firm for the duration of this Agreement unless formally amended or changed by an Amendment in accordance with Section 8.4 to the Agreement.

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

B. *Schedule:*

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

Special Services	\$250.00/hour
Special Services – Accounting	\$175.00/hour
Expert Witness	280.00/hour
Public Involvement Specialist	125.00/hour
Principal Engineer III	295.00/hour
Principal Engineer II	285.00/hour
Principal Engineer I	270.00/hour
Sr. Project Manager	210.00/hour
Project Manager	190.00/hour
Engineer VI	190.00/hour
Engineer V	180.00/hour
Engineer IV	165.00/hour
Engineer III	150.00/hour
Engineer II	140.00/hour
Engineer I	130.00/hour
Engineering Assistant	75.00/hour
Sr. Engineer Tech II	125.00/hour
Sr. Engineer Tech I	115.00/hour
Engineering Technician	105.00/hour
Environmental Scientist	120.00/hour
Survey Manager	210.00/hour
Professional Land Surveyor II	185.00/hour
Professional Land Surveyor I	180.00/hour
Crew Chief II	125.00/hour
Crew Chief I	120.00/hour
Crew Member	105.00/hour
Survey Technician II	120.00/hour
Survey Technician I	115.00/hour
GIS Manager	145.00/hour
GIS Technician II	115.00/hour
GIS Technician I	100.00/hour
Engineering Designer I	135.00/hour
Cad Technician IV	125.00/hour
Cad Technician III	115.00/hour
Cad Technician II	105.00/hour
Cad Technician I	95.00/hour
Sr. Project Administrator	110.00/hour
Project Administrator	85.00/hour
Sr. Administrative Assistant	75.00/hour
Administrative Assistant	65.00/hour
No Charge Services	0.00/hour

Reimbursable Expenses Schedule

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

Letter/Legal Size Copies/Impressions (B/W)	\$0.10/page
Double Sided Letter & Legal Size Copies/Impressions (B/W)	\$0.13/page
Double Sided Letter & Legal Size Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (B/W)	\$0.20/page
Double Sided Ledger Size Copies/Impressions (B/W)	\$0.25/page
Double Sided Ledger Size Copies/Impressions (Color)	\$1.03/page
Cardstock Copies/Impressions (B/W)	\$0.31/page
Letter/Legal Cardstock Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (Color)	\$1.98/page
Color Transparency	\$2.49/page
Plot on Paper B&W (18" x 24")	\$0.90/sheet
Plot on Paper Color (18" x 24")	\$4.50/sheet
Plot on Paper B&W (18" x 27 ")	\$0.90/sheet
Plot on Paper Color (18" x 27 ")	\$4.50/sheet
Plot on Photo Paper/Mylar (18" x 27")	\$8.25/sheet
Plot on Paper B&W (22" x 34")	\$1.80/sheet
Plot on Paper Color (22" x 34")	\$9.00/sheet
Plot on Paper B&W (22" x 36")	\$1.80/sheet
Plot on Paper Color (22" x 36")	\$9.00/sheet
Plot on Paper B&W (24" x 36")	\$1.80/sheet
Plot on Paper Color (24" x 36")	\$9.00/sheet
Plot on Paper B&W (30" x 42")	\$2.70/sheet
Plot on Paper Color (30" x 42")	\$13.50/Sheet
Plot on Paper B&W (34" x 44")	\$3.30/sheet
Plot on Paper Color (34" x 44")	\$16.50/sheet
Plot on Paper B&W (36" x 48")	\$3.60/sheet
Plot on Paper Color (36" x 48")	\$18.00/sheet
Plot on Paper B&W (36" x 120")	\$9.00/sheet
Plot on Paper Color (36" x 120")	\$45.00/sheet
Mileage (auto)	\$0.655/Mile
Ortho Rectified Aerial Image	\$1,000/each
GPS Per Hour Billing	\$30.00/hour
GPS Per Hour Billing – Base and Rover	\$60.00/hour
Robotics Hourly Billing- 2 Man	\$35.00/hour
Robotics Hourly Billing – 1 Man	\$60.00/hour
Digital Level	\$15.00/hour
Water Pressure Recorder	\$35.00/day
Meals and Lodging	Per Diem Rate
Pix4D Survey Software	\$200.00/each
Virtual Surveyor Software	\$20.00/hour

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS
MEETING DATE: March 7, 2023**

DATE: February 24, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jaxon Fleshman, Project Manager
SUBJECT: Spokane Street Rehabilitation – BNSF Crossing Surface Installation Agreement

ITEM AND RECOMMENDED ACTION: City Council approves the Crossing Surface Installation Agreement with BNSF Railway and for the Mayor to sign the Agreement to authorize payment to BNSF Railway.

DISCUSSION: The Spokane Street Rehabilitation Project involves removal and replacement of asphalt from the Spokane Street Bridge to the eastbound I-90 on/off ramp intersection. Within this area is a BNSF Railway Crossing. The existing crossing predates current BNSF standards which requires concrete planking. Typically, the cost of the improvements are the responsibility of the Agency (City) performing the adjacent roadway improvements. In partnering with BNSF, this Agreement is a cost share 50/50 between the City of Post Falls and BNSF Railway. The planking improvements are anticipated to occur concurrent with the Spokane Street Rehabilitation project in 2023.

Separate from the railway crossing work, the Spokane Street Rehabilitation project will include work up to and inside of the BNSF railway right-of-way. Requirements of BNSF and the City's future contractor are included in Exhibit "C" of the Agreement and may necessitate the need for flagging operations performed by BNSF. Staff proposes a contingency to this Agreement to account for the potential that flagging services will be required.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Design contract with Welch Comer – February 1, 2022

APPROVED OR DIRECTION GIVEN: Council approved the design contract with Welch Comer.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: City Council approval authorizes the Mayor to sign the Crossing Surface Installation Agreement with BNSF in the amount of \$50,183. In the event additional services such as railroad flagging are required, the Public Works Director or his designee is authorized to direct the consultant to perform those tasks, up to a 10% contingency in the amount of \$5,018.30. Council approval is for the requested amount of \$55,201.30. Funding for this Agreement will come from the Spokane Street Reconstruction project budget code.

BUDGET CODE: 001-431.1811.95040

SUPPORTING DOCUMENTS: BNSF Crossing Surface Installation Agreement



Contract Number: BF-20217320

CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF-20217320
Mile Post 3.16
Line Segment 381
U.S. DOT Number 095866Y
Coeur D'Alene Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of _____, by and between **City of Post Falls** (hereinafter called, "**AGENCY**") and BNSF Railway Company (hereinafter called, "**BNSF**").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, AGENCY desires to replace the existing concrete crossing surface at Spokane St with a new concrete crossing surface;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **BNSF Work.** BNSF will install a new concrete crossing surface for a width of 104 feet to accommodate the roadway width and an estimated 2' overhang. The new crossing surface will adequately cover all vehicular driving lanes at Spokane St. BNSF will perform all necessary track upgrades to accommodate the new crossing surface.

- 2) **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work ("AGENCY's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:
 - A. Design and Construction of Spokane Street;

 - B. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");

 - C. Installation of advance warning signs in accordance with the MUTCD;



Contract Number: BF-20217320

- D. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
 - E. Provide suitable drainage, both temporary and permanent;
 - F. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete pedestrian crossing surfaces;
 - G. Construct roadway and sidewalk surface on approaches to each track; and
 - H. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.
- 3) **Payment; Invoicing.** Upon BNSF's receipt of the materials and supplies necessary for the installation of the new crossing surface, BNSF will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface.

Agency agrees to pay BNSF \$50,183 and No/100 Dollars (\$437) per foot for the new crossing surface. Agency's **ESTIMATED** total cost for the new crossing surface is Fifty thousand one hundred eighty-three and No/100 Dollars (\$50,183). Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full. In the event Agency expands the scope of the Work or BNSF expects the Actual Costs to exceed the Estimated Costs, and if thereafter requested by Agency, the parties agree to work together in good faith to execute an amendment of this Agreement setting forth the new Estimated Cost, provided that, BNSF may but shall not be required to complete any additional Work until the new Estimated Cost is approved by Agency.

- 4) **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.
- 5) **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the Spokane Street crossing during installation of the new crossing surface.



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- 6) **Drainage.** The AGENCY agrees to allow BNSF to drain storm water from the Spokane Street crossing area into existing AGENCY storm sewers if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.
- 7) **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at Spokane Street and the new crossing surface on both sides of the track.
- 8) **Contractor Requirements.** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

- 9) **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.

10) Additional Requirements of the State of Idaho.

The clause contained in this section is required by the State of Idaho. The inclusion of this clause in this Agreement by the Agency does not indicate the Agency's support or opposition to this clause nor acknowledgement by the Agency that this clause is relevant to the subject matter of this Agreement. Rather, this clause is included solely to comply with Idaho state law.

Contracts with Abortion Providers. To the extent that this Agreement authorizes the expenditure of public funds, BNSF, to its knowledge, is not, and will not, for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider as those terms are defined in the "No Public Funds for Abortions Act" (Idaho Code Title 18, Chapter 87).



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By: _____

Printed Name: _____

Title: _____

AGENCY:

City of Post Falls

By: _____

Printed Name: _____

Title: _____



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Exhibit A

BNSF RR

SPOKANE ST

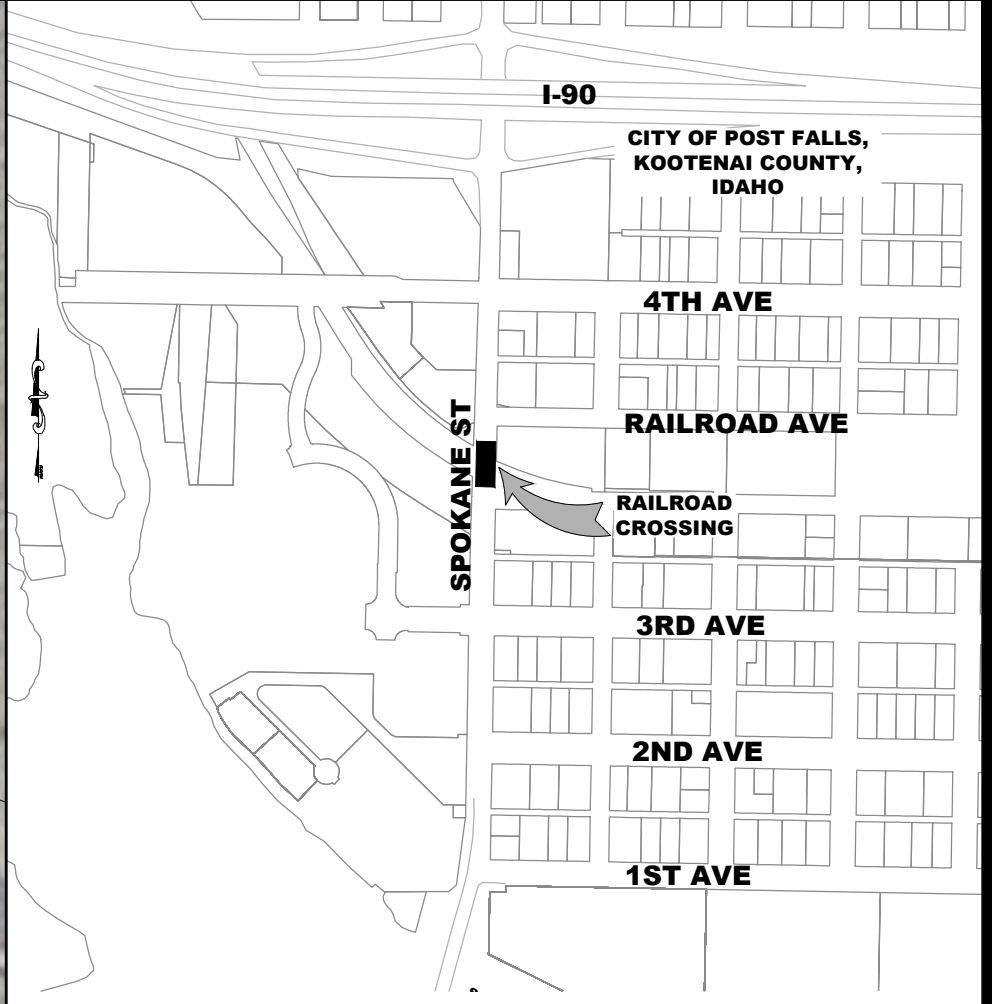
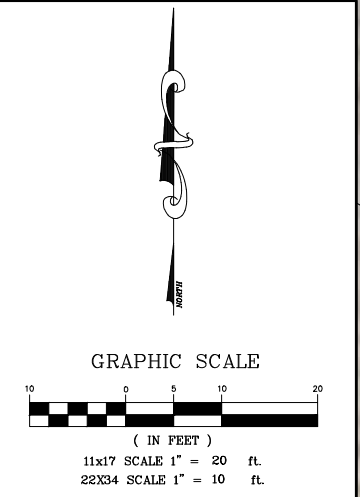
REMOVE 2' OF EXISTING CONCRETE BETWEEN CONCRETE CROSSING PANELS AND DETECTABLE WARNING STRIP AND REPLACE WITH 2' ASPHALT SECTION

LENGTH OF CONCRETE PLANK CROSSING, 104 LF

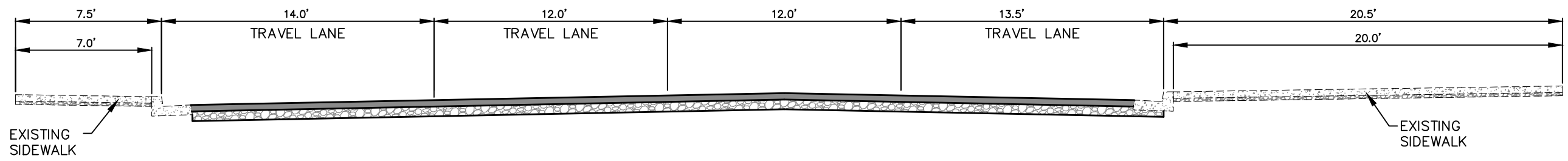
ADD CROSSBUCKS AND YIELD SIGN AT PEDESTRIAN SCALE FOR TRAIL USERS. MAINTAIN 23' FROM CENTERLINE OF RAILROAD TRACKS. YIELD SIGN R1-2 SHALL BE 18 X 18 X 18. CROSSBUCKS R15-1 SHALL BE 24X4.5.

REMOVE 2' OF EXISTING CONCRETE BETWEEN CONCRETE CROSSING PANELS AND DETECTABLE WARNING STRIP AND REPLACE WITH 2' ASPHALT SECTION

ADD CROSSBUCKS AND YIELD SIGN AT PEDESTRIAN SCALE FOR TRAIL USERS. MAINTAIN 23' FROM CENTERLINE OF RAILROAD TRACKS. YIELD SIGN R1-2 SHALL BE 18 X 18 X 18. CROSSBUCKS R15-1 SHALL BE 24X4.5.



VICINITY MAP
NO SCALE



SECTION A-A
11X17 SCALE: 1"=2'
22X34 SCALE: 1"=4'

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41117DS06.DWG 01-16-2023

EXHIBIT A
SPOKANE STREET BSNF RRR, CITY OF
POST FALLS, PROJECT NO.
41354.10.0/41117

A:\CH\117\Drawings\Drawings\41117\DS06.dwg - 11/16/2023 2:04:07 PM kwardle - 1/2



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Exhibit B

BNSF RAILWAY COMPANY
 FHPM ESTIMATE FOR
 CITY OF POST FALLS

LOCATION POST FALLS

DETAILS OF ESTIMATE

PLAN ITEM : 237878000

VERSION : 2

PURPOSE, JUSTIFICATION AND DESCRIPTION

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

PLACE FIELD WELDS - CAP	128.0 MH	4,461	
REPLACE PUBLIC CROSSING - TOTAL REHAB	104.0 MH	3,418	
SURFACE TRACK - REPLACEMENT - CAP	48.0 MH	1,628	
UNLOAD BALLAST - REPLACEMENT - CAP	15.0 MH	493	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	52.0 MH	1,709	
PAYROLL ASSOCIATED COSTS		7,653	
DA OVERHEADS		12,705	
EQUIPMENT EXPENSES		6,070	
INSURANCE EXPENSES		2,047	
TOTAL LABOR COST		40,184	40,184

MATERIAL			

BALLAST NT, SYSTEM AVERAGE COST	250.0 NT **	2,743	
JOINT, COMPROMISE, 115 LB/100 LB, NP, RH, 3L & 4L	4.0 PR **	1,184	
PNL TRK, 40FT,136SC,10FT,PNDRL,WOOD	2.0 EA **	14,072	
RAIL, TRANSN,136/115,BLANK ENDS, NEW TO 1/4 WORN	4.0 EA	4,900	
SPIKE, TBR SCREW 3/4"X13", F/ROAD XING	234.0 EA **	480	
XING CONC 136LB 10FT TIES TANGENT	104.0 FT **	17,878	
XING CONC RAMP 136LB COMPLETE SET	1.0 ST **	329	
MATERIAL HANDLING		2,077	
ONLINE TRANSPORTATION		3,876	
USE TAX		2,616	
OFFLINE TRANSPORTATION		473	
TOTAL MATERIAL COST		50,628	50,628

OTHER			

TOTAL OTHER ITEMS COST		0	0
PROJECT SUBTOTAL			90,812
CONTINGENCIES			8,561
BILL PREPARATION FEE			994
GROSS PROJECT COST			100,367
LESS COST PAID BY BNSF			50,184
TOTAL BILLABLE COST			50,183



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Exhibit C

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of

_____.

B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop



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construction work on the Project, Railway agrees to immediately notify the following individual in writing:

- E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- F. The Contractor must notify **(Agency)** at (_____) _____ and Railway's Manager Public Projects, telephone number (_____) _____ at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file _____.
- G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The



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Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

3) Railway Requirements

A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

B. The Contractor must notify the Railway's Division Engineer _____ at (_____) _____ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

C. The Contractor must abide by the following temporary clearances during construction:

- 15'-0" Horizontally from centerline of nearest track
- 21'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts



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- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- D. Upon completion of construction, the following clearances shall be maintained:
- 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **(Agency)** and must not be undertaken until approved in writing by the Railway, and until the **(Agency)** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **(Agency)** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any



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Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- A.** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- B.** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
- i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.eVerifile.com, in addition to any other applicable regulatory requirements.
 - ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
 - iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized



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identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

- iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

- A. The Contractor must give Railway's **Roadmaster (telephone _____)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- B. Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - i) When, upon inspection by Railway's Representative, other conditions warrant.
 - ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - iii) When work in any way interferes with the safe operation of trains at timetable speeds.
 - iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- C. Flagging services will be performed by qualified Railway flaggers.



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- i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne by **(Agency)**. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
- iv) The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

6) Contractor General Safety Requirements

- A.** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- B.** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- C.** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop



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and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- I. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE**



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CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

- A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (_____)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of



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underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

8) Hazardous Waste, Substances and Material Reporting:

- A. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

9) Personal Injury Reporting

- A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

Treatment:

- First Aid Only
- Required Medical Treatment
- Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT...." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



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EXHIBIT "C-1"

**Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

Railway File: _____

Agency Project: _____

M.A. DeAtley Construction, a/an (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 20____, **[***Drafter's Note: insert the date of the contract between the Agency and the Contractor here]** with **[Drafter's Note: insert the name of the Agency here]** for the performance of certain work in connection with the following project:_____. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **[insert Agency name here]** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

- A.** Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and



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Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

- B. It is mutually negotiated between the parties that the indemnification obligation shall include all claims brought by Contractor's employees against Railway, its agents, servants, employees or otherwise, and Contractor expressly waives its immunity under the industrial insurance act (RCW Title 51) and assumes potential liability for all actions brought by its employees.**
- C. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- D. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.**



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- E. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**
- F. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) **TERM**

- A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) **INSURANCE**

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability "CGL" Insurance

- i) The policy will provide a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- (1) Bodily Injury and Property Damage
 - (2) Personal Injury and Advertising Injury
 - (3) Fire legal liability
 - (4) Products and completed operations
- ii) This policy shall also contain the following endorsements or language, which



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shall be indicated on the certificate of insurance:

- (1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's property.
 - (2) Waiver of subrogation in favor of and acceptable to RAILWAY; and
 - (3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and
 - (4) Separation of insureds; and
 - (5) The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.
- iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.
- iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance

- i) The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - (1) Bodily injury and property damage
 - (2) Any and all vehicles owned, used or hired
- ii) The policy will include the following endorsements or language, which will be



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indicated on or attached to the certificate of insurance:

- (1) Waiver of subrogation in favor of and acceptable to RAILWAY;
- (2) Additional insured endorsement in favor of and acceptable to RAILWAY;
- (3) Separation of insureds;
- (4) The policy shall be primary and non-contributing with respect to any insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

- i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
 - (1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - (2) Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
 - (1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

- i) Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
 - (1) Endorsed to include the Pollution Exclusion Amendment
 - (2) Endorsed to include the Limited Seepage and Pollution Endorsement.
 - (3) Endorsed to remove any exclusion for punitive damages.



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- (4) No other endorsements restricting coverage may be added.
- (5) The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement.
- (6) Definition of "Physical Damage to Property" shall be endorsed to read:
"means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

E. Other Requirements:

- i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- ii) Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.
- iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- iv) Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
- v) Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative



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evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF	Railway	Company
c/o		CertFocus
P.O.	Box	140528
Kansas	City,	MO
Toll	Free:	64114
Fax	number:	877-576-2378
<u>Email:</u>		817-840-7487
<u>www.certfocus.com</u>		<u>BNSF@certfocus.com</u>

- vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
- vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.
- ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.
- x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify



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Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.

- xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.
- xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.
- xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
- xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.
- xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

- A. In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any



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penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.
- C.** Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

- A.** The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a



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Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

- A.** Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.
- B.** For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.
- C.** Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.
- D.** The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.
- E.** Contractor and its subcontractors must give Railway's representative () () weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise



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or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

- F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

BNSF RAILWAY COMPANY

<CONTRACTOR NAME>

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: Manager Public Projects

Title: _____

Date: _____

Date: _____

Accepted and effective this _____ day of 20__.

Contact Person: _____

Address: _____

City: _____

State: _____

Zip: _____

Fax: _____

Phone: _____

E-mail: _____

**CITY OF POST FALLS
AGENDA REPORT
UNFINISHED BUSINESS
MEETING DATE: March 7, 2023**

DATE: 2/27/23
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Andrew Arbini, Public Works Projects Division Manager
SUBJECT: WRF Outfall Upgrade – Project Closeout and Contingency with McMillen

ITEM AND RECOMMENDED ACTION: City Council confirms the direction requested and directs staff to negotiate a Change Order to be signed by the Public Works Director finalizing a reduction of the Guaranteed Maximum Price and contract closeout with McMillen.

DISCUSSION: Council approved Change Order 4 with McMillen to install a Cured in Place Pipe (CIPP) utilizing the construction contingency. This was as an acceptable remedy proposed by McMillen to address the city's concerns with the hillside section of pipe following failed pressure tests. A condition of this change order anticipated substantial completion would occur by the end of October. Installation of the CIPP product was unsuccessful. In early 2023 the contractor elected to remove and replace the section of pipe to remedy the concerns of the city and the city's design consultant (J-U-B). Substantial completion was reached on February 2, 2023, one year past the Substantial Completion date identified in Change Order 4.

Change Order 4 and the installation of the CIPP liner would have exhausted the remaining balance of McMillen's construction contingency or \$212,127.30. As an offer to reconcile the city's construction contract, McMillen proposes a partial credit of the contingency utilized for the CIPP and reinstallation of pipe. This credit would be in lieu of the city assessing liquidated damages because of the delayed completion. The resulting credit of \$136,788.88 would be reflected in an adjustment to the Guaranteed Maximum Price (GMP). Including previous change orders, bid item credits and the current proposal from McMillen, the final value of the GMP becomes \$2,716,180.08. The original contract GMP was \$3,072,000.

McMillen's original construction contingency (\$527,600) correlates to items identified in the project Risk Register. Work to remedy the pipeline was an identified risk in the register, would be an acceptable use of the construction contingency, and would be eligible for payment without this adjustment. McMillen's proposed credit offsets the additional costs incurred by the city due to the delay, including costs associated with J-U-B's time in providing project management services to project completion. Staff have reviewed and find McMillen's offer to be a fair and reasonable proposal to close out the construction contract.

Final Completion will include site restoration and hydroseeding. This date will be identified and included in the Change Order but is currently proposed as March 17, 2023.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

February 21, 2023 – Contract Amendment with J-U-B for CMS

September 14, 2022 – CIPP and Schedule Change Order

March 16, 2021 – Contract Amendment for Construction Management Services

February 2021 – Update to Idaho Department of Lands Easement
August 2019 – Additional Services Agreement with McMillen for a Quality Assurance Project Plan
May 2019 – Additional Services Agreement with J-U-B Engineers for additional Geotech evaluation
February 2019 – Construction Manager/General Contractor Services Agreement with McMillen
August 2018 – Engineering and Design Services contract with J-U-B

APPROVED OR DIRECTION GIVEN: City Council approved the items listed above.

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: This proposed change order will result in a credit of \$355,819.92 and a final contract value of \$2,716,180.08

BUDGET CODE: 651-463.6505.95520

SUPPORTING DOCUMENTS: Proposal letter from McMillen and project risk register



February 21, 2023

John Beacham
City of Post Falls
408 N Spokane St
Post Falls, ID 83854

Subject: City of Post Falls - WRF Outfall & Reuse Pipeline
Re: Project Closeout and Final Contingency Usage

Mr. Arbini,

In an effort to close out the remaining financials of the project, McMillen intends to utilize a portion of the remaining contingency for items associated solely with the procurement of the CIPP Liner. All intentions of the procurement of the CIPP Liner were met and captured separately from the actual installation of the CIPP Liner. The value associated with this procurement in the sum of **\$75,338.42** is outlined in the attached supporting documents.

In closing with this final amount, the final projected billings of the project will be **\$2,716,180.08**, noting a total savings on the final cost of the project in relation to the original GMP of **\$355,819.92**.

McMillen is anticipating a final closeout date of the project of **03/17/2023**. This date should provide enough of a buffer for inclement weather for the placing of the remaining hydroseeding following any additional items needing to be addressed with site restoration.

If you have any questions, please contact me at 208.651.0528 or townsend@mcmillencorp.com.

Thank you,

Jared Townsend
Project Manager
McMillen, Inc.

Cc: Dan Mahnke, McMillen, Inc.



Progress Estimate

Contractor's Application For Payment No. 7

For (contract):		City of Post Falls WRF Outfall & Reuse Pipeline		Application Number:		7		Application Date:			
Application Period:											
A		B		C		D		E		F	
Bid Item No.	Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed This Period	Value This Period	Value Previous Periods	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	Notes
1	Bonds	1	\$58,144.00	\$58,144.00			\$58,144.00	\$58,144.00	100.0%		
2	Insurance	1	\$58,065.00	\$58,065.00			\$58,065.00	\$58,065.00	100.0%		
3	Mobilization	1	\$382,935.00	\$382,935.00			\$382,935.00	\$382,935.00	100.0%		
4	Construction Contingency	1	\$527,600.00	\$527,600.00	0.143	\$75,338.42	\$319,410.53	\$394,748.95	74.8%		CIPP Liner Procurement (Zero usage remaining)
5	CM/GC Fee	1	\$331,000.00	\$331,000.00	0.0144	\$4,766.59	\$326,233.41	\$331,000.00	100.0%		
6	Connection and Crossover of Outfall Pipeline Complete, including Bypass Pumping as Required	1	\$24,555.00	\$24,555.00			\$24,555.00	\$24,555.00	100.0%		
7	Installation of Outfall Pipeline Complete from Approx STA: 10+70 to STA: 12+79 (excluding 45-degree elbow)	1	\$116,636.00	\$116,636.00			\$116,636.00	\$116,636.00	100.0%		
8	Installation, Maintenance, and Removal of Primary and Secondary Containment System Complete	1	\$577,164.00	\$577,164.00			\$577,164.00	\$577,164.00	100.0%		
9	Installation of Outfall Pipeline from STA: 12+79 (including 45-degree elbow) to STA 14+30 (including 22.5-degree elbow)	1	\$362,186.00	\$362,186.00			\$362,186.00	\$362,186.00	100.0%		
10	Installation of Outfall Pipeline from STA: 14+30 through complete Valve Assembly	1	\$289,749.00	\$289,749.00			\$289,749.00	\$289,749.00	100.0%		
11	Construction, Maintenance, Management and Removal of Stockpile and Leachate Area	1	\$74,893.00	\$74,893.00			\$74,893.00	\$74,893.00	100.0%		
12	Abandonment of Existing Outfall Line	1	\$7,366.00	\$7,366.00			\$7,366.00	\$7,366.00	100.0%		
13	Site Restoration, Demobilization, and Project Closeout	1	\$45,427.00	\$45,427.00	0.10	\$4,542.70	\$40,884.30	\$45,427.00	100.0%		
14	Disposal of Uncontaminated Soils (Graham Road Recycling Facility - Medical Lake, WA)	150	\$396.94	\$46,041.00			\$71,609.10	\$71,609.10	155.5%		
15	Disposal of Contaminated Soils (Columbia Ridge Hazardous Waste Facility - Arlington, OR)	150	\$675.26	\$101,289.00							
16	Disposal of Uncontaminated Leachate Waters	15000	\$0.25	\$3,750.00			\$1,082.50	\$1,082.50	28.9%		
17	Disposal of Contaminated Leachate Waters (Columbia Ridge Hazardous Waste Facility - Arlington, OR)	15000	\$3.68	\$55,200.00							
18	Allowance: Removal/Disposal of Non Native Material & Import of Suitable Backfill	1	\$10,000.00	\$10,000.00			\$7,219.53	\$7,219.53	72.2%		
19	CO#002 - GMP Credit for Additional Contract Days	1	-\$29,000.00	-\$29,000.00			-\$29,000.00	-\$29,000.00	100.0%		
20	CO#004 - GMP Credit for Additional Contract Days	1	-\$57,600.00	-\$57,600.00			-\$57,600.00	-\$57,600.00	100.0%		
Totals				\$2,985,400.00		\$84,647.71	\$2,631,532.37	\$2,716,180.00	91.0%		



CHANGE ORDER REQUEST SUMMARY

PROJECT: CITY OF POST FALLS - WRF OUTFALL & REUSE PIPELINE PHASE 1
COR No.: COR - 06
CONTRACT No.: N/A
CHANGE DESCRIPTION: CONTINGENCY USAGE FOR CIPP LINER PROCUREMENT

MARK UP SCHEDULE PER CONTRACT	
LABOR	15%
EQUIPMENT	15%
MATERIALS	15%
SUBCONTRACTORS	5%

Item No.	DESCRIPTION	QTY	UNIT	LABOR			EQUIPMENT		MATERIAL		SUBCONTRACTOR		TOTAL	
				MAN-HRS	LABOR RATE	LABOR BURDEN	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST		TOTAL COST
1	CIPP Liner Procurement	1.0	LS									\$71,750.88	\$71,750.88	\$71,750.88
	SUBTOTAL			0			\$0.00		\$0.00		\$0.00		\$71,750.88	\$71,750.88
	Sales Tax	6.00%							\$0.00		\$0.00			\$0.00
	TOTAL COST						\$0.00		\$0.00		\$0.00		\$71,750.88	\$71,750.88
	MARKUPS (per above rates)						\$0.00		\$0.00		\$0.00		\$3,587.54	\$3,587.54
	HOME OFFICE OVERHEAD	0.00%												\$0.00
	FIELD OFFICE OVERHEAD (TRO)	\$0												\$0.00
	BOND INCREASE	2.70%												\$0.00
	TOTAL CHANGE REQUEST PRICE													\$75,338.42

Pricing Proposal

Prime Contract No.: 21-057C-01
 AAC Job No. 1121-825 - Post Falls WRF Outfall Replacement - Phase 1



Change Order Proposal

Change Request No. 006

Revision 2
 1/26/2022

Pricing Summary

AAC Direct Cost		\$	5,750.88
AAC Stand-By Costs		\$	-
Subcontractor / Outside Service / Rentals Costs		\$	176,974.00
AAC Program Management		\$	-
AAC Proposal Preparation & Negotiation		\$	-
Total Costs		\$	182,724.88
Markup on Materials	@ 15.00%	\$	-
Markup on Outside Services & Subs	@ 10.00%	\$	17,697.40
Subtotal		\$	200,422.28

Idaho State Sale Tax @ 6.00% \$0.00

(Sales tax only applied to materials costs)

AAC Bond Costs @ 0.8% \$ 1,603.38

Sub Total Change Order Request \$ 202,025.66

TOTAL CHANGE ORDER REQUEST \$ 202,026

Additional Time Requested 50 Days

This change order WILL have schedule impacts associated

Description: Per your request is the proposal for the procurement and installation of a CIPP Liner for 100 feet beyond the last manhole. Liner has a 6 week lead time.

Change Request - 006

City of Post Falls - WRF Outfall Replacement

AAC Job No. 1121-825

Work Description

CIPP Liner Install

**Work Performed On
TBD**

Description:

Per your request we are providing price to furnish and install 100 feet of CIPP liner for the end of the pipeline. AAC crew to support Spartan Environmental with the work. Nobel excavating to excavate and remove the manhole lid and re-install post CIPP installation. A follow on vacuum test will be performed.

AAC Labor, Subcontractor, Equipment & Material Costs

LABOR

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>			<u>Total</u>
Project Manager - ST		@ \$ 150.00	HR		
Superintendent - ST	16	@ \$ 145.00	HR	\$	2,320.00
Pilebuck Foreman - ST	16	@ \$ 112.00	HR	\$	1,792.00
Operator Gr 1 - ST		@ \$ 99.00	HR		
		@ \$ -	HR		
		@ \$ -	HR		
		@ \$ -	HR		
		@ \$ -	HR		
		@ \$ -	HR		
		@ \$ -	HR		
		@ \$ -	HR		
		@ \$ -	HR		
Small Tools & Supplies (ST&S)	32	@ \$ 7.50	HR	\$	240.00
Hourly Subsistence	32	@ \$ 15.00	HR	\$	480.00

Sub-total \$ 4,832.00

MATERIALS

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>			<u>Total</u>
		@	LS	\$	-
		@	LS	\$	-

Sub-total \$0.00

EQUIPMENT

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>			<u>Total</u>
RT Forklift	16	@ \$ 45.00	HR	\$	720.00
F-150 Truck	16	@ \$ 12.43	HR	\$	198.88

Sub-total \$918.88

OUTSIDE SERVICES & EQUIPMENT

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>			<u>Total</u>
Vacuum Testing Equipment Rental	1	@ \$ 1,474.00	Day	\$	1,474.00
				\$	-
				\$	-

Sub-total \$1,474.00

SUBCONTRACTORS

<u>Description</u>	<u>Quantity</u>	<u>Rate</u>			<u>Total</u>
Spartan Env. Services	1	@ \$ 165,000.00	LS	\$	165,000.00
Noble Excavating	1	@ \$ 10,500.00	LS	\$	10,500.00

Sub-total \$175,500.00

Subtotal

\$182,724.88

TOTAL DIRECT COSTS:

\$182,724.88

Spartan Environmental Services

PO BOX 15027 SALEM, OR 97309

Shane M. Teeters

steeters@spartanenviro.com

Cell: 971-218-2486

Office: 971.600.3983

Fax: 503.689.1304



Specializing in Vac Truck, CTTV, Dump Truck and Excavation Services.

Over 50 years Experience Leading the way.

PO Box 15027
Salem, OR 97309

Submitted To: Evan
Firm Name: Advanced American Construction
Address: Post Falls, ID

07/20/22

Qty	Unit	Description	Unit Price	Extended Price
		Scope of work		
	1 unit	Mobilization	\$32,720.00	\$32,720.00
	100 ft	30" Pressure Liner CIPP Installed	\$1,322.80	\$132,280.00
		Total		\$165,000.00

Exclusions:

Water to be provided by City or GC just hydrant access

Permits if needed would be provided by GC or City

Traffic Control to be provided by GC or City

Bypass Pumping to be provided by GC or City

Access to Manhole and Lid removed to shoot liner

6 week lead time needed to order liner

40% Deposit requested for Liner wetout purchase and delivery

Project will take a week and can be a lot of after hours work

REASON FOR 100' IS TALE ACCESS FROM SHOOTER

Prior to work being scheduled this quote must be signed and returned accepting the terms and conditions. Payment is due upon completion and invoicing of said project

Company _____ Signature _____ Date _____

Print Name _____