



**CITY COUNCIL
MEETING AGENDA**

**April 4, 2023
6:00 PM**

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

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. Proclamation – Fair Housing Month

AMENDMENTS TO THE AGENDA

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

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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

1. CONSENT CALENDAR

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

ACTION ITEMS:

- a. Minutes – March 21, 2023, City Council Meeting
- b. Payables – March 14, 2023 – March 27, 2023
- c. Request by the Parks Department to Dispose of Damaged or Broken Asset Items
- d. Acceptance of Property – Sewer Easement Beck/Pointe Parkway
- e. Acceptance of Property – Sidewalk, Utility and Drainage Easement – Lots 1-4 of Block 6, Riverbend Commerce Park Phase I
- f. D-Bat Facility Reasoned Decision File No. ZC-22-6
- g. Jacklin HWY41 Project Addendum I to the Construction Improvement Agreement
- h. Vacation of Easement – Beck and Pointe Parkway

2. PUBLIC HEARINGS

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

ACTION ITEMS:

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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

ACTION ITEMS:

- a. Resolution – Fee Schedule Update
- b. Ordinance – Adopt Technical Memorandum for Interim Update to Development Impact Fees
- c. Ordinance – FY23 Budget Amendment #2

4. NEW BUSINESS

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

ACTION ITEMS:

- a. Fisher Lift Station Replacement Engineering Report and Site Survey
- b. Consultant Services for Black Bay Park Maintenance Yard Parking Lot
- c. Tertiary Treatment Upgrade – Contract Adjustment to Wigen Membrane Filtration

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):

- a. Idaho Code 74-206(1)(c) To acquire and interest in real property which is not owned by a public agency.

RETURN TO REGULAR SESSION

ADJOURNMENT

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Mayor Ronald G. Jacobson

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

Mission

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

Vision

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

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

Calendar of Meetings & Events

Apr 1		April Fool's Day
Apr 4	6:00 pm	<u>City Council</u>
Apr 7		Good Friday
Apr 8	1:00 pm	Easter Egg Hunt Extravaganza
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
Apr 29		Spring Residential Clean-Up/Recycle Day
May 2	6:00 pm	<u>City Council</u>
May 9	5:30 pm	Planning and Zoning Commission
May 16	5:00 pm	<u>City Council Workshop</u> – Water Reclamation Facility Plan
May 16	6:00 pm	<u>City Council</u>
May 18	8:00 am	Urban Renewal Agency
May 23	6:00 pm	Parks and Recreation Commission
May 29		City business offices are closed in Observance of Memorial Day
Jun 6	6:00 pm	<u>City Council</u>
Jun 19		Last Day of School
Jun 13	5:30 pm	Planning and Zoning Commission
Jun 15	8:00 am	Urban Renewal Agency
Jun 19		City Business offices are closed in Observance of Juneteenth
Jun 20	5:00 pm	<u>City Council Workshop</u>
Jun 20	6:00 pm	<u>City Council</u>
Jun 27	6:00 pm	Parks and Recreation Commission

Post Falls City Council Meeting

April 4th, 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

[Ceremonies, Announcements, Appointments, Presentation](#)

- a. Proclamation – Fair Housing Month

1. [Consent Calendar](#)

- c. Request by Parks Department to Dispose of Damaged or Broken Asset Items – The Parks and Recreation Department requests approval to dispose of several worn and damaged items. Some of the items include a fridge, a laminate machine, blowers, compactors, and computer equipment. The items have exceeded their useful life and can no longer serve the needs of the City.
- d. Acceptance of Property: Sewer Easement Beck / Pointe Parkway - The Engineering Division requests approval of the sewer easement near the intersection of Beck Road and Pointe Parkway to allow for the operation and maintenance of a City Sewer Main that was recently constructed across private properties. This new main was constructed in coordination with the property owners and the City to allow for development of the private property as the landowners desired. The main has passed appropriate testing and certifications. The easement for the removed section of sewer main will be considered for vacation by a separate action of the City Council. If approved, the Mayor will sign the easement.
- e. Acceptance of Property – Sidewalk, Utility and Drainage Easement – Lots 1-4 of Block 6, Riverbend Commerce Park Phase I – The Engineering Division requests approval of the sidewalk, utility and drainage easement near the intersection of Selway Ave. and Moyie St. In order of accommodating necessary public infrastructure and utilities, a standard sidewalk, utility and drainage easement is needed to be dedicated to the City. There are no costs associated with the acquisition of the easement. If approved, the Mayor will sign the easement.

- f. D-Bat Facility Reasoned Decision – The Planning Division requests approval of the zone change decision document. The 2.13-acre property which was zoned Heavy Industrial (HI) will be changed to Industrial (I) zoning designation. The property is generally located on the east side of Commerce Loop, north of 6260 E Commerce Loop, and is approximately 300-feet south of Seltice Way. The zone change was approved at the February 21, 2023, Council public hearing. If Council accepts the Reasoned Decision, the Mayor will sign the document.
- g. Jacklin Hwy41 Project Addendum I to the Construction Improvement Agreement – The Engineering Division requests approval of Addendum I of the Jacklin Hwy41 Construction Improvement Agreement. This addendum reflects the sanitary sewer extension of the Jacklin Hwy41 Project. The addendum sets forth the typical expectations and responsibilities of the City and the developer. If approved, the Mayor will sign the document.
- h. Vacation of Easement – Beck and Pointe Parkway – The Engineering Division is requesting approval of the Vacation of Easement – Beck and Pointe Parkway. The sewer line that was within this easement was removed and recently reconstructed in a new location on the property. The property owner is dedicating a new sewer easement for the new location. The portion of the easement being vacated does not serve any further or anticipated future need to the City. If approved, the Mayor will sign the document.

2. Public Hearings

None

3. Unfinished Business

- a. Resolution: Fee Schedule Update – This resolution formalizes the changes to the Fee Schedule as approved at the March 21, 2023, Council meeting. Council may adopt the resolution or take no action.
- b. Ordinance: Adopt Technical Memorandum for Interim Update to Development Impact Fees – This ordinance formalizes the Technical Memorandum for Interim Update to Development Impact fees that was discussed at the February 21, 2023, Council meeting.
- c. Ordinance – FY23 Budget Amendment #2 – This ordinance formalizes the amendment to the FY 2023 Budget approved at the Council public hearing on February 21, 2023. Council may adopt the ordinance or take no action.

4. New Business

- a. Fisher Lift Station Replacement Engineering Report and Site Survey – Utilities Manager Craig Borrenpohl requests approval of the contract with Welch Comer to develop a preliminary engineering report and station site layout for a new Fisher Lift Station. This project was identified in the 2019 Collection System Master Plan as an improvement that needed to be completed within five years. This contract does not include consulting services for the lift station design or construction oversight as those will be brought to

Council for approval in the future. Total fiscal impact for this contract is \$37,145. If approved, the Mayor will sign the contract.

- b. Consultant Services for Black Bay Park Maintenance Yard Parking Lot – Parks Planner Robbie Quinn requests approval of the consulting services contract with T-O Engineers and Ardurra Company for parking lot design for the north Black Bay Park and the Parks Maintenance yard. North Black Bay parking lot enhancements were recommended in the 2019 Black Bay Vision Plan. The improvements will create an enhanced park entrance, increase parking, and finalize street frontage improvements. The design will also address necessary upgrades to the Park’s Maintenance Facility outlined in the 2021 Facility Needs Assessment. This contract is for design services only as construction funding will be submitted to Council for approval at a future date. Total fiscal impact of the contract is \$43,767. If approved, the Mayor will sign the contract.
- c. Tertiary Treatment Upgrade – Contract Adjustment to Wigen Membrane Filtration – Projects Division Manager Andrew Arbini requests approval of the Tertiary Treatment Upgrade – Contract Adjustment to Wigen Membrane Filtration in the amount of \$190,568.10. This contract adjustment is because of significant increases in the raw materials and labor necessary to manufacture material and equipment for the Tertiary Treatment Improvements project. The increase is in line with the Cost Performance Index and within the allocated contingency for the project. If approved, the Mayor will sign the document.

6. [Administrative / Staff Reports](#)

None

8. [Executive Session](#)

- a. Idaho Code 74-206(1)(c) To acquire and interest in real property which is not owned by a public agency.



**CITY COUNCIL
MEETING MINUTES**

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

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

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, Lynn Borders, Kenny Shove - **Present**
Nathan Ziegler and Joe Malloy – **Present (arrived after Roll Call)**

CEREMONIES, ANNOUNCEMENTS, APPOINTMENTS, PRESENTATION:

Shelly Enderud, City Administrator: Introduced Janet Best. She's worked here for fifteen years and currently works in Human Resources. She is the applicant for the HR Director position.

AMENDMENTS TO THE AGENDA

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None

DECLARATION OF CONFLICT, EX-PARTE CONTACTS AND SITE VISITS

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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.

None

ACTION ITEMS:

- a. Minutes – March 7, 2023, City Council Meeting
- b. Payables – February 28, 2023 – March 13, 2023
- c. Recommendation to Award Water Tower Parking Lot Bid to Interstate Concrete and Asphalt, Inc
- d. FY 2024 Budget Hearing Notification

Mayor Jacobson: That's just the first of the notifications we have to send?

Enderud: We are required by law to provide notice by April 30th.

Motion by Borders to accept the Consent Calendar as presented.

Second by Ziegler

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

Motion Carried

2. PUBLIC HEARINGS

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

ACTION ITEMS:

- a. Update to Fee Resolution

Public Hearing opened at 6:02pm

Staff Report

Jason Faulkner, Finance Director presenting: These are the impact fees that were previously proposed, but the recommendation by Council was just to increase them by 75 percent, so that's what we are asking Council approval on.

Mayor: 75 percent on two of them is that correct?

Faulkner: On two of them, that is correct, yes. Parks fees proposed cost is \$6,256, Public Safety is proposed to be \$1,223, Transportation will go up to \$3,082, and Multimodal will be up to \$1,347. Once the fees are approved, the single family dwelling for impact fees will be \$11,907. I also highlighted a part of the fee resolution to add the words per site. There was some confusion when people brought plans in that they thought maybe it was \$2000 for all plans but it is per site.

Testimony

None

Public Hearing closed at 6:04pm

Motion by Thoreson to direct staff to update the fee resolution and bring it to the next meeting.

Second by Walker.

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

Motion Carried

3. UNFINISHED BUSINESS/RETURNING ORDINANCES AND RESOLUTIONS

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ACTION ITEMS:

- a. Ordinance - FY 2023 Budget Amendment #2

Motion by Thoreson to place the Ordinance FY 2023 Budget Amendment #2 on its first and only reading by title only while under suspension of the rules .

Second by Borders.

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

Motion Carried

AN ORDINANCE OF THE CITY OF POST FALLS, IDAHO, AMENDING THE ANNUAL APPROPRIATION ORDINANCE 1476 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, TO REFLECT THE RECEIPT OF UNSCHEDULED REVENUES AND TO AUTHORIZE EXPENDITURE OF PREVIOUSLY UNBUDGETED FUND BALANCE, INCREASING AND ESTABLISHING THE APPROPRIATIONS FOR EXPENDITURES IN VARIOUS DEPARTMENTS AND FUNDS, PROVIDING THAT THE TAX LEVY UPON TAXABLE PROPERTY WITHIN THE CITY IS NOT AFFECTED HEREBY, PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE SUPERSEDED BY THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT, AND PROVIDING THAT THE ORDINANCE SHALL BE EFFECTIVE UPON ITS PUBLICATION DATE.

Motion by Thoreson to approve the Ordinance FY 2023 Budget Amendment #2 and to direct the clerk to assign the appropriate number and that it be published by summary only.

Second by Borders.

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

Motion Carried

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

Motion by Thoreson to place the Ordinance Title 18A Idaho Street Housekeeping File No. TA-22-6 on its first and only reading by title only while under suspension of the rules.

Second by Borders.

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

Motion Carried

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, IDAHO, AMENDING SUBSECTION E OF SECTION 18A.20.070 TO REQUIRE NON-RESIDENTIAL USES ON THE GROUND FLOOR OF BUILDINGS FRONTING ON IDAHO STREET WITHIN THE SC-5 AND SC-6 ZONES; REPEALING CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE BY SUMMARY AND PROVIDING AN EFFECTIVE DATE.

Motion by Thoreson to approve the Ordinance Title 18A Housekeeping File No. TA-22-6 and to direct the clerk to assign the appropriate number and that it be published by summary only. Second by Borders.

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

4. NEW BUSINESS

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ACTION ITEMS:

- a. Professional Services Agreement with Bernardo Wills Architect for City Hall Remodel

John Beacham, Public Works Director presenting: City Hall was constructed in 2008 and we moved in in 2009. In the 2021 Facilities Needs Assessment we identified a few needs throughout City Hall coming up in the near future. Specifically, space limitations for Admin and Legal in terms of workspaces. Also, there are some security related modifications, basically doors and access control, those sorts of things we've learned in the past twelve years of operating here. Also, some minor modifications to the Council Chambers that really has to do with where a presenter would be which requires moving some seats around. Also, some future improvements to Community Development and rethinking their central area to make more workspaces there as they grow. Also, to look at some options for rotunda improvements that would be primarily related to acoustics as it is a difficult space to use now. We are looking tonight for approval for the base contract and approval for a possible site visit by an Acoustical Engineer and a contingency. Total for these items would be \$70,270. There are some things in the contract that we are not asking for approval for now that would be construction management. If we move forward with a construction contract, we will come back for approval of that at that time. If we move forward tonight, next steps would be design work then we come back and talk about construction and continue to implement those recommendations for the Rotunda and Community Development.

Mayor: Where would the funding come from?

Beacham: Funding for this would come from our Facilities Account. We've got some funds set aside for basically facilities capital needs like this and that's an annual amount in the budget each year.

Mayor: We discussed this when we went through the Facility Master Plan, we had several meetings on that, and I know this is one of the buildings that we talked about so it's not a surprise.

Motion by Malloy to approve the Professional Services Agreement with Bernardo Wills Architect for City Hall Remodel.

Second by Borders.

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

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ACTION ITEM (To enter into executive session only):

- a. Idaho Code 74-206(1)(a) To consider hiring a public officer, employee, staff member or individual agent.

Motion by Thoreson to enter into Executive Session pursuant to Idaho Code 74-206(1)(a) to consider hiring a public officer, employee, staff member, or individual agent and that the session will last approximately ten minutes.

Second by Ziegler.

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

Motion Carried

Executive Session Entered at 6:15 pm

RETURN TO REGULAR SESSION AT 6:27 PM

ADJOURNMENT 6:27 PM

Ronald G. Jacobson, Mayor

Shannon Howard, City Clerk

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Post Falls Check Approval



City of Post Falls

Packet: APPKT10486 - AP Check run 3.28.23 CR 4.5.23
 Vendor Set: 01 - Vendor Set 01

Check Date: 4/5/2023

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 001 - GENERAL FUND					
Balance Sheet Accounts					
VEN14762	Scott Haen				
APMWB	Check	BOND RELEASE - 2	BOND RELEASE - 2878 N CALLARY	001-22115	2,000.00
Balance Sheet Accounts Total:					2,000.00
Dept: 411 Mayor & Council					
P050	Panhandle Area Council				
APMWB	Check	3.22.23 Dues	FY 23 PAC Dues	001-411.0000.62060	3,898.50
Dept 411 Total:					3,898.50
Dept: 414 Finance					
B091	BDS				
APMWB	Check	87105	Delinquency notices	001-414.1445.62170	287.17
		87269	Utility Billing	001-414.1445.62170	5,412.65
		87105	Delinquency notices	001-414.1445.62190	264.38
		87269	Utility Billing	001-414.1445.62190	2,876.79
C239	CMRS-FP				
APMWB	Check	105000635877 3.20	Postage for postage machine	001-414.0000.63070	2,000.00
V040	ODP Business Solutions				
APMWB	Check	303820928001	Office Supplies- Planning	001-414.0000.63060	59.34
P4835	ProPrint				
APMWB	Check	62905	Envelopes- Finance	001-414.0000.63050	186.00
VEN13324	Thales Consulting Inc				
APMWB	Check	3179	Annual budgeting reporting services fee - Sept	001-414.0000.63600	3,000.00
		3189	Annual Report TRS, Annual Service	001-414.0000.63600	3,000.00
Dept 414 Total:					17,086.33
Dept: 415 City Clerk					
A4761	APS Inc				
APMWB	Check	86153	Postage Machine Rate Update	001-415.0000.66080	395.00
		87451	Postage Machine Ink Cartridges and Brush As	001-415.0000.66080	570.00
V040	ODP Business Solutions				
APMWB	Check	3024206909001	Office Supplies- Engineering	001-415.0000.63060	30.79
Dept 415 Total:					995.79
Dept: 418 Human Resources					
A1190	A Drug Free Alliance				
APMWB	Check	73965	Drug Testing January	001-418.4000.72070	310.00
V040	ODP Business Solutions				
APMWB	Check	301372310001	Office supplies-HR	001-418.0000.63060	34.69
Dept 418 Total:					344.69
Dept: 421 Police					
N276	Access Information Protected				
APMWB	Check	10045720	Shredding services	001-421.0000.68010	58.00
VEN09421	Assurance Fitness Repair				
APMWB	Check	10573	PD Treadmill repair	001-421.0000.68010	835.00
B160	Body By Scotty Towing				
APMWB	Check	44551	Vehicle repairs - PFPD121	001-421.0000.67050	13,879.24
C220	Coleman Oil Co				
APMWB	Check	CL63869	PD fuel	001-421.0000.64030	4,904.36
VEN04300	CW Wraps & Marketing, Inc				
APMWB	Check	15701	PD car wrap for repaired vehicle	001-421.0000.67050	682.00

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	15717	K27 vehicle decals	001-421.0000.67100	100.00
G020	Galls, LLC				
APMWB	Check	023772379	Uniform gear - Close	001-421.4000.72000	260.64
		023772378	Uniform gear - McDaniel	001-421.4000.72000	193.22
		023812646	Uniform belt/name tag - Close	001-421.4000.72000	73.66
K080	Knudtsen Chevrolet and GMAC				
APMWB	Check	5512790	Connector - PFPD108	001-421.0000.67100	88.36
L0195	Language Line Services				
APMWB	Check	10958146	Interpreter services	001-421.0000.65030	90.00
VEN14726	Lloyd's Automotive				
APMWB	Check	116622	Wheel alignment - 2016 Impala	001-421.0000.67170	79.95
VEN05531	MCCi, LLC				
APMWB	Check	RN11980	Laserfische license renewal	001-421.0000.66041	2,818.20
VEN12699	Mike White Ford of Coeur d'Alene				
APMWB	Check	70442	Window hose/jet - PFPD124	001-421.0000.67100	35.64
N001	Napa Auto Parts				
APMWB	Check	3688-218485	Brake cleaner - stock	001-421.0000.67100	287.52
		3688-221643	Camshaft sensor - PFPD95	001-421.0000.67100	40.58
		3688-220121	Brake pads and rotors - PFPD132	001-421.0000.67100	288.70
		3688-221392	PD Shop towels	001-421.0000.67100	23.48
		3688-220175	Serpentine belt - PFPD132	001-421.0000.67100	17.62
		3688-219468	Brake pads and rotors - PFPD121	001-421.0000.67100	157.72
		3688-220278	Hub bearing assembly - PFPD117	001-421.0000.67100	293.06
		3688-219600	Credit for return	001-421.0000.67100	-27.78
		3688-219605	SL Switch - PFPD104	001-421.0000.67100	16.87
		3688-220423	Rotors and brake pads - PFPD105	001-421.0000.67100	209.30
		3688-218481	Brake cleaner - stock	001-421.0000.67100	287.52
		3688-221482	Window switch - PFPD136	001-421.0000.67100	63.02
		3688-220230	Wiper blades - stock	001-421.0000.67100	71.88
		3688-219446	Steering tie rod end and hub unit - PFPD121	001-421.0000.67100	190.46
V040	ODP Business Solutions				
APMWB	Check	303189393001	Office Supplies- PD	001-421.0000.63060	356.04
VEN03694	Otis Elevator Company				
APMWB	Check	100401110641	Elevator maintenance agreement	001-421.0000.68060	651.15
VEN04390	Personnel Evaluation, Inc.				
APMWB	Check	47138	New employee testing	001-421.0000.64020	100.00
P310	Platt Electric Supply				
APMWB	Check	3Z16193	Ballasts	001-421.0000.68010	287.77
VEN04570	Premier Vehicle Installation, Inc				
APMWB	Check	40782	Police Car buildout	001-421.0000.90020	18,358.72
		40697		001-421.0000.90020	18,358.72
		40781		001-421.0000.90020	18,358.72
		40696		001-421.0000.90020	18,358.72
		40640		001-421.0000.90020	18,358.72
		40529	New patrol vehicle builds 2022	001-421.0000.90020	6,598.92
		40526		001-421.0000.90020	7,108.02
		40636		001-421.0000.90020	6,598.92
VEN04236	Ramey's Yard Care				
APMWB	Check	687065	Perimeter pest control	001-421.0000.68010	115.00
VEN07943	Retail Acquisition & Development, Inc				
APMWB	Check	9000627028	Patrol batteries	001-421.0000.63130	54.28
S275	Solar Eclipse				
APMWB	Check	47179	Windshield - PFPD121	001-421.0000.67100	299.00
VEN12205	SpectraSite Communications, LLC				
APMWB	Check	4173536	Herborn tower rental	001-421.0000.62040	631.13
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240062064-00	Drill bit set	001-421.0000.67090	145.56
		240062691-00	Misc crimps/connectors	001-421.0000.67100	160.71
Dept 421 Total:					140,918.32

Dept: 424 Legal

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
VEN14744	Veritas Advisors, LLP				
APMWB	Check	5433	Management Fee	001-424.0000.62040	2,916.66
VEN14758	Witherspoon Brajcich McPhee, PLLC				
APMWB	Check	11706-000M	General Employment	001-424.0000.62040	57.00
Dept 424 Total:					2,973.66
Dept: 427 Animal Control					
C220	Coleman Oil Co				
APMWB	Check	CL63869	PD fuel	001-427.0000.64030	174.69
Dept 427 Total:					174.69
Dept: 431 Streets					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	91125	Parts for paint sprayer	001-431.0000.68100	272.98
A497	Arrow Construction Supply, Inc				
APMWB	Check	336284 Tax	Short paid tax in error 5/26/22	001-431.0000.63000	21.42
		338852 Tax	Short paid tax in error 6/16/22	001-431.0000.63260	44.23
		27781	For invoice 293225	001-431.0000.68090	-78.96
VEN05260	ENVIROTECH SERVICES				
APMWB	Check	CD202307007	Ice Slicer 12.27.22	001-431.0000.68080	1,384.14
		CD202311171	Ice Slicer 02.27	001-431.0000.68080	1,331.04
		CD202311358	Ice Slicer 2.27	001-431.0000.68080	1,431.93
		CD202312132	Ice Slicer	001-431.0000.68080	1,350.51
		CD202311172	Ice Slicer 2.27	001-431.0000.68080	1,440.78
		CD202308661	Ice Slicer 12.27.22	001-431.0000.68080	1,479.72
		CD202311170	Ice Slicer	001-431.0000.68080	1,529.28
		CD202312130	Ice Melt	001-431.0000.68080	1,585.92
		CD202312133		001-431.0000.68080	1,596.54
		CD202312296	Ice Slicer	001-431.0000.68080	1,520.43
		CD202312131		001-431.0000.68080	1,355.82
		CD202307009	Ice Slicer 12/27/22	001-431.0000.68080	1,362.90
		CD202308103	Ice Slicer 12/24/2022	001-431.0000.68080	1,439.01
VEN02994	Grimco				
APMWB	Electronic Funds Transfer	30281389-01	24"x50yd Black 50	001-431.0000.63260	186.39
VEN14753	Integrus Architecture, P.S.				
APMWB	Check	22260-22261.00-1	Architectural Services	001-431.0000.62040	22,171.68
		22260-22261.00-2		001-431.0000.62040	8,032.75
VEN01373	Intermountain Sign & Safety				
APMWB	Check	16557	12" Telspar Pole	001-431.0000.63260	168.00
		16552	Sheer Cuts	001-431.0000.63260	121.50
		16587	2" Telspar Breakaway	001-431.0000.63260	330.00
N001	Napa Auto Parts				
APMWB	Check	3688-221649	Citrol Cleaner	001-431.0000.63000	35.24
		3688-221687	Presto Pin	001-431.0000.63525	13.04
V040	ODP Business Solutions				
APMWB	Check	303875844001	Office Supplies-Streets	001-431.0000.63060	267.23
P310	Platt Electric Supply				
APMWB	Check	3K44000	Credit for Invoice # 3194979	001-431.0000.93010	-2,361.30
R1913	Rockhound Landscape Supply				
APMWB	Check	9.29.2022	Rolls of Sod	001-431.0000.68150	37.80
R251	Serights Ace Hardware				
APMWB	Check	341144/1	duct tape, drill bits, xylene	001-431.0000.63000	63.09
		341230/1	Garden Sprayer & Ammonia	001-431.0000.63000	30.49
		341172/1	Nuts & bolts	001-431.0000.63000	3.58
		340766/1	nuts bolts	001-431.0000.63000	2.39
		341164/1	Rental Deposit	001-431.0000.67090	-80.00
		341112/1	Drive Accessory Set	001-431.0000.67090	30.59
		340878/1	Striping	001-431.0000.68100	44.08
		340987/1	Spray Paint	001-431.0000.68100	21.54
		341070/1	All purpose sprayer	001-431.0000.68100	2.69
S420	Spokane Pump Inc.				

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
		APMWB	Check	0249934	Graco 440 repair	001-431.0000.68100	414.75
W180	Western States Equipment						
		APMWB	Check	IN002264269	Snow Gate Rubber Blade	001-431.0000.63525	1,742.28
				IN002240177	Mirror - Loader 4	001-431.0000.63525	198.71
				IN002236642	Washer 5.50x1.28x50	001-431.0000.63525	222.93
Z026	Ziegler Lumber Co #017						
		APMWB	Check	415020	Cordless Blower	001-431.0000.67090	159.00
Dept 431 Total:							50,926.14
Dept: 433 Facility Maintenance							
P310	Platt Electric Supply						
		APMWB	Check	3Z13073	batteries	001-433.0000.63730	121.30
VEN10085	Pure Filtration Products, Inc						
		APMWB	Check	80579	HVAC filters	001-433.0000.68030	141.06
VEN04236	Ramey's Yard Care						
		APMWB	Check	687147	City Hall bug spray	001-433.0000.68010	115.00
R251	Serights Ace Hardware						
		APMWB	Check	341082/1	Plumbing parts for PD breakroom sink	001-433.0000.67030	17.98
W0226	Walter E Nelson Co						
		APMWB	Check	494148	Paper supplies Ch and PD	001-433.0000.63140	401.14
				494407	paper supplies CH and PD	001-433.0000.63140	140.28
Dept 433 Total:							936.76
Dept: 434 Fleet Maintenance							
A497	Arrow Construction Supply, Inc						
		APMWB	Check	361886	Overnight HeaterElement- S125	001-434.0000.63011	648.90
VEN14736	Cintas Corporation No. 3						
		APMWB	Check	4149234235	Uniform & Rugs	001-434.0000.63160	60.61
				4149942588	Laundry service	001-434.0000.63160	60.61
				4144331882	Uniforms & Rugs	001-434.0000.63160	64.85
VEN03826	FMI Equipment						
		APMWB	Check	SPK-1004809	Parks - stock	001-434.0000.63012	267.71
				SPK-1004827	Filters & parts - P470/P472	001-434.0000.63012	41.86
F145	Freightliner Northwest- Spokane						
		APMWB	Check	PC001577712 01	Bulb & Brooms - S556	001-434.0000.63011	81.62
VEN01683	Goodyear Tire & Rubber Company						
		APMWB	Check	197-1147429	Steer Tires for S211	001-434.0000.63011	1,421.55
N001	Napa Auto Parts						
		APMWB	Check	3688-214758	Batery Cleamer & Starting Fluid	001-434.0000.63011	5.23
				3688-221462	Lamp - S556	001-434.0000.63011	-50.88
				3688-221669	Primer Bulb Assembly	001-434.0000.63011	-28.62
				3688-220315	Document Holder Kit	001-434.0000.63011	8.17
				3688-220311	Lamp - S556	001-434.0000.63011	16.44
				3688-220312		001-434.0000.63011	16.44
				3688-221629	Primer Bulb Assembly	001-434.0000.63011	28.62
				3688-203753	Oil Filters	001-434.0000.63011	14.08
				3688-220675	Stock Filters	001-434.0000.63011	45.04
				3688-221735	Starter - P128	001-434.0000.63012	171.12
				3688-221564	brakes, pulleys, belts - UF101	001-434.0000.63012	198.87
				3688-214758	Batery Cleamer & Starting Fluid	001-434.0000.63012	5.23
				3688-220332	Credit to inv# 3688-219489	001-434.0000.63012	-44.53
				3688-219489	License plate lamp - R124	001-434.0000.63012	44.53
				3688-203753	Oil Filters	001-434.0000.63012	14.08
				3688-221463	Supreme 7000 Syn Oil - Parks	001-434.0000.63012	153.24
				3688-220654	Napa Hydraulic Filter - P471	001-434.0000.63012	51.87
				3688-221789	Hydraulic Filter - P472	001-434.0000.63012	18.19
				3688-220632	Hub Puller & Grease Gun - P472	001-434.0000.63012	107.28
				3688-221565	Belt Tensioner - UF101	001-434.0000.63012	70.24
				3688-220522	Adhesion Promoter	001-434.0000.63013	66.50
				3688-203753	Oil Filters	001-434.0000.63013	14.07
				3688-219499	Shocks - E118	001-434.0000.63013	150.48

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	3688-214758	Batery Cleamer & Starting Fluid	001-434.0000.63013	5.23
		3688-219497	Oil Filter	001-434.0000.63013	4.22
		3688-220527	Vehicle Stands	001-434.0000.67020	68.84
		3688-222035	Air Cleaner	001-434.0000.67090	5.46
		3688-220316	Phone Charger	001-434.0000.67090	37.79
N0991	Norco Inc				
APMWB	Check	37330671	Welder Jacket	001-434.0000.63110	30.85
VEN02451	Parker Toyota				
APMWB	Check	305616	Weathertech Floor liners	001-434.0000.63013	615.00
VEN13988	Tacoma Screw Products, Inc				
APMWB	Check	240063111-00	Fuses/screws/butt connectors	001-434.0000.63011	79.85
		240063113-00	Screws	001-434.0000.63011	11.48
				001-434.0000.63012	11.47
		240063111-00	Fuses/screws/butt connectors	001-434.0000.63012	79.84
		240063113-00	Screws	001-434.0000.63013	11.47
		240063111-00	Fuses/screws/butt connectors	001-434.0000.63013	79.82
		24172756R	Credit was applied and check was cut	001-434.0000.67090	-89.73
		24171265R	Credit was applied and check was cut resulting	001-434.0000.67200	-18.51
T106	Titan Truck Equipment				
APMWB	Check	1346857	Sublet service - UF103	001-434.0000.67170	729.00
W180	Western States Equipment				
APMWB	Check	IN002336283	Troubleshooting Hydraulic Leak S346	001-434.0000.67170	1,263.34
Dept 434 Total:					6,648.82
Dept: 441 Urban Forestry					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	91038	Hydraulic hoses	001-441.0000.67010	375.76
G095	Grace Tree Service				
APMWB	Check	10822	Tree Removals at Treaty Rock Park	001-441.0000.62040	6,500.00
VEN05363	North 40 Outfitters				
APMWB	Check	041868/E	Chains, rigging hardware, and map gas	001-441.0000.67090	139.92
R251	Serights Ace Hardware				
APMWB	Check	340615/1	Vise, center punch, and scribe	001-441.0000.67090	117.93
		340640/1	Threaded rod, angle iron, and rivets	001-441.0000.67090	41.89
		340291/1	Angle iron	001-441.0000.67090	15.29
		340241/1	Extra large eye bolts	001-441.0000.67090	11.32
		340576/1	Threaded rod & angle iron	001-441.0000.67090	42.24
U140	UpScale Mail				
APMWB	Check	320576	Shipping computer docking station to manufact	001-441.0000.63070	10.53
Dept 441 Total:					7,254.88
Dept: 442 Cemetery					
VEN07745	Memorial Monuments & Vaults Inc				
APMWB	Check	101712	Febuary Headstones	001-442.0000.63760	7,363.00
P4835	ProPrint				
APMWB	Check	62907	Kevin Palmer Cards	001-442.0000.63060	31.00
Dept 442 Total:					7,394.00
Dept: 443 Parks					
VEN14100	Bulldog Seamless Rain Gutters LLC				
APMWB	Check	2023-031	Gutters for Lean-to	001-443.0000.94180	988.00
C3818	Cooper Fabrication, Inc.				
APMWB	Check	25265	Soccer Goal Repair	001-443.0000.67050	50.00
F020	Fastenal Company				
APMWB	Check	IDCOE176289	Gloves for Safety	001-443.0000.67030	185.73
F070	Fire Safety Specialists				
APMWB	Check	25806	Fire Extinguishers for Safety	001-443.0000.63110	887.55
H1957	Horizon				
APMWB	Check	7F000271	Crown Pointe Irrigation	001-443.0000.68230	18.57
		2S182433		001-443.0000.68230	22.81
		7F000245		001-443.0000.68230	124.38

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
<u>L109</u>	Lowe's Credit Services	APMWB	Check	980537449 2.21.23 78315	Return Part Fridge for Parks Shop	001-443.0000.66190 001-443.0000.66190	-35.14 898.00
<u>N001</u>	Napa Auto Parts	APMWB	Check	3688-222014	Fluid for Small Equipment	001-443.0000.66190	18.32
<u>VEN05363</u>	North 40 Outfitters	APMWB	Check	042297/E 42328/E	Truck Seat Covers Steel Tamper	001-443.0000.66190 001-443.0000.67090	74.85 49.99
<u>N249</u>	Northwest Playground Equipment	APMWB	Check	49947 51172	Syringa Playground Hardware Tullamore Splash Pad Parts	001-443.0000.68013 001-443.0000.68013	271.59 552.81
<u>P310</u>	Platt Electric Supply	APMWB	Check	3T53074 3T39467 3T46765 3T46829 2X96616 3R38720 3R64476	Credit on Lights LED Lights LED Light Replacement LED Light replacements Credit for Electrical return Lights for Lean-to Coax Tester	001-443.0000.67030 001-443.0000.67030 001-443.0000.67030 001-443.0000.67030 001-443.0000.67030 001-443.0000.67030 001-443.0000.67090	-59.59 54.28 64.00 59.59 -37.81 401.06 53.99
<u>R1691</u>	River City Paint & Decorating	APMWB	Check	52652 52637 52664 52699 52659	Trailhead Floor Paint Paint for Trailhead Floor Paint for Falls Park Falls Restroom Painting Paint for Falls Park	001-443.0000.68160 001-443.0000.68160 001-443.1658.62330 001-443.1658.62330 001-443.1658.62330	75.95 200.15 8.57 140.75 368.90
<u>R251</u>	Serights Ace Hardware	APMWB	Check	340872/1 340907/1 340986/1 341083/1 341138/1 341147/1 340699/1	Hardware for Mowers Hardware for Booth Caulk for Stock Lampholder & Adapter Hardware Chemical Sprayer Parts Irrigation pipe	001-443.0000.67030 001-443.0000.67030 001-443.0000.67030 001-443.0000.67030 001-443.0000.67030 001-443.0000.68220 001-443.0000.68230	5.68 26.23 32.36 42.90 58.46 23.90 77.36
<u>S140</u>	Sherwin Williams	APMWB	Check	4101-0	Paint Sprayer Part	001-443.0000.66190	36.79
<u>A565</u>	SiteOne Landscape Supply, LLC	APMWB	Check	127694626-001	Irrigation for tullamore	001-443.0000.68230	27.24
<u>VEN05934</u>	Sunbelt Rentals	APMWB	Check	137008228-0001 136384174-0001	Floor Buffer Rental floor buffer rental	001-443.0000.67070 001-443.0000.67070	53.46 237.18
<u>T11390</u>	T-O Engineers, Inc.	APMWB	Check	220689-1	Q'emiln Well Improvements Engineering	001-443.1658.62330	2,056.00
<u>VEN13040</u>	Turf Star Western	APMWB	Check	7269686-00	Small Equipment Part	001-443.0000.66190	99.58
<u>VEN03831</u>	Vital Power & Communications	APMWB	Check	29091311	Repair Outlet in Shop	001-443.0000.62180	487.32
<u>Z026</u>	Ziegler Lumber Co #017	APMWB	Check	414790 419653 419996	Hardware for Shop Lumber for Warehouse PVC for Warehouse	001-443.0000.67030 001-443.0000.68160 001-443.0000.68230	25.57 172.00 322.44
Dept 443 Total:							9,221.77
Dept: 445 Recreation							
<u>VEN01241</u>	City of Hayden	APMWB	Check	03/09/23	Lodging for IRPA	001-445.0000.64010	147.00
<u>F1275</u>	Fox Trailer Sales	APMWB	Check	400422	Enclosed Trailer	001-445.0000.90010	6,895.00
<u>VEN04489</u>	Kroc Center	APMWB	Check	03/13/23	Theater rental and tech	001-445.0000.63080	675.00
<u>V040</u>	ODP Business Solutions	APMWB	Check	302870630001	Office Supplies-Recreation	001-445.0000.63060	91.93

Dept 445 Total: 7,808.93

Packet: APPKT10486 - AP Check run 3.28.23 CR 4.5.23

Check Date: 4/5/2023

Vendor Set: 01 - Vendor Set 01

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Dept: 451 Planning & Zoning					
V040	ODP Business Solutions				
APMWB	Check	303820928001	Office Supplies- Planning	001-451.0000.63060	26.14
Dept 451 Total:					26.14
Dept: 452 Building Inspector					
B091	BDS				
APMWB	Check	87105	Delinquency notices	001-452.0000.62040	50.00
Dept 452 Total:					50.00
Dept: 453 Engineering					
V040	ODP Business Solutions				
APMWB	Check	3024206909001	Office Supplies- Engineering	001-453.0000.63060	33.58
Dept 453 Total:					33.58
Dept: 454 Community Development Admin					
VEN13318	OpenGov, Inc				
APMWB	Check	INV00010077	Opengov Maintenance	001-454.0000.66016	47,750.00
Dept 454 Total:					47,750.00
Dept: 481 Capital Improvements/Contracts					
C320	Comfort Heating & Air, Inc.				
APMWB	Check	18107062	Server room/radio room AC fix	001-481.0000.68395	7,160.00
		18001334	Computer room fan motor	001-481.0000.68395	939.48
L109	Lowe's Credit Services				
APMWB	Check	50036	PD Substation	001-481.0000.68395	325.15
VEN03694	Otis Elevator Company				
APMWB	Check	100401110641	Elevator maintenance agreement	001-481.0000.68060	651.15
W090	Welch Comer & Associates, Inc.				
APMWB	Check	41354100-008	Inv #41354100-008 Water Tower Parking	001-481.0000.95015	4,500.00
Dept 481 Total:					13,575.78
Fund 001 Total:					320,018.78
Fund: 003 - PERSONNEL BENEFIT POOL					
Dept: 482 Personnel Pool					
VEN08243	Awards Network				
APMWB	Check	00004935	Credit for B DeKeles	003-482.0000.73020	-22.00
		00100071	Award Packets	003-482.0000.73020	82.40
VEN04994	Gallagher Benefit Services Inc.				
APMWB	Check	278760	March 2023 Consulting Services	003-482.0000.62040	2,500.00
A6000	Rehn & Associates, Inc.				
APMWB	Check	IN0000172413	COBRA Notices	003-482.0000.62160	50.00
VEN05893	Rotary Club of Post Falls				
APMWB	Check	3567320	Membership Dues	003-482.0000.64020	1,250.00
Dept 482 Total:					3,860.40
Fund 003 Total:					3,860.40
Fund: 007 - DRUG SEIZURE PROGRAM					
Dept: 425 Drug Seizure Program					
K08222	Kootenai Animal Hospital				
APMWB	Check	887972253	K9 Donna vet care	007-425.0000.62040	501.82
VEN14488	Rathdrum Animal Clinic				
APMWB	Check	273553	K9 Donna vet care	007-425.0000.62040	416.30
Dept 425 Total:					918.12
Fund 007 Total:					918.12

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
Fund: 008 - 911 SUPPORT					
Dept: 426 911 Support					
VEN01022	Kootenai County 911				
APMWB	Check	2023-00000003	700 MHz system usage for 5 radios	008-426.0000.67040	247.25
Dept 426 Total:					247.25
Fund 008 Total:					247.25
Fund: 037 - STREETS IMPACT FEES					
Dept: 431 Streets					
J105	J-U-B Engineers, Inc.				
APMWB	Check	0160458	Spokane/Prairie Project	037-431.0000.95134	2,268.80
Dept 431 Total:					2,268.80
Fund 037 Total:					2,268.80
Fund: 038 - PARKS IMPACT FEES					
Dept: 443 Parks					
VEN12724	Civitas, Inc				
APMWB	Check	26013	Black Bay Master Plan Project	038-443.0000.94070	2,032.50
		26014		038-443.0000.94070	875.00
VEN14069	Michael Terrell- Landscape Architecture, PLLC				
APMWB	Check	5276	Sports Complex Phase 1	038-443.0000.94165	5,370.50
Dept 443 Total:					8,278.00
Fund 038 Total:					8,278.00
Fund: 650 - RECLAIMED WATER OPERATING					
Dept: 463 Wastewater Operating					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	91102	Ditch 5 Supplies	650-463.0000.68025	47.27
		91170	Shop Supplies	650-463.0000.68025	47.75
		91160		650-463.0000.68025	175.00
A424	Anatek Labs, Inc.				
APMWB	Check	2304229	BLM @ Corbin Park	650-463.0000.68360	330.00
VEN03129	Barr Tech LLC				
APMWB	Check	8677	Bio Solids Disposal Feb 2023	650-463.0000.62150	51,021.88
VEN10335	Coeur d'Alene Crane Construction Services				
APMWB	Check	12527	Lift out motor & gearbox, set back in new	650-463.0000.68025	555.00
G098	Grainger				
APMWB	Check	9641132650	HARD HAT, PROTECTIVE GOGGLES, HIGH	650-463.0000.63110	184.99
		9636579832	REDUCED SHANK DRILL, 1-1/8"	650-463.0000.67090	91.15
VEN09499	Huber Technology Inc				
APMWB	Check	CD10024448	step screen seals	650-463.0000.68025	2,514.00
I129	Idaho Rural Water Assoc.				
APMWB	Check	23062	Water Reuse Online Course - Adam T	650-463.0000.64020	180.00
K0037	K & N Electric Motors Inc.				
APMWB	Check	0138205	ditch 2 motor repairs	650-463.0000.68025	5,883.95
		0138204	Ditch 5 gearbox work	650-463.0000.68025	3,150.00
N001	Napa Auto Parts				
APMWB	Check	3688-221344	Battery - T113	650-463.0000.67170	136.14
VEN04172	Northwest Scientific, Inc.				
APMWB	Check	5166025	Phosphorus, Total, Test 'N Tube Reagent	650-463.0000.63400	469.08
		5166279	Electrode Storage Solution	650-463.0000.63400	106.16
V040	ODP Business Solutions				
APMWB	Check	302649739001	Office Supplies-Water/ WW	650-463.0000.63060	56.99
P180	Perfection Tire				
APMWB	Check	1054083	Vehicle Service - T112	650-463.0000.67170	58.12
P310	Platt Electric Supply				
APMWB	Check	3070757	Cord 143SJTW 25ft	650-463.0000.68025	31.73
		3T51203	WWTP Shop Supplies	650-463.0000.68025	343.42

Vendor Number	Vendor Name	Invoice #	Invoice Description	Account Number	Distribution Amount
APMWB	Check	3Q11430	125V Plug	650-463.0000.68025	111.41
		3T72533	Breaker 60A 120/240V	650-463.0000.68025	59.83
		3U14529	3M 2520-3/4X60FT YEL VC	650-463.0000.68025	84.58
R251	Serights Ace Hardware				
APMWB	Check	341117/1	Shop Supplies	650-463.0000.68025	23.99
VEN06538	SGS AXYS Analytical Services Ltd				
APMWB	Check	11572907	PCB Samples	650-463.0000.68360	1,838.69
		11572905	PCB Samples surface water	650-463.0000.68360	1,129.18
T11390	T-O Engineers, Inc.				
APMWB	Check	210756-16	Post Falls Community Forest 2/1-2/28/23	650-463.0000.62040	1,302.50
W0226	Walter E Nelson Co				
APMWB	Check	494507	Lab Supplies	650-463.0000.63400	282.31
W1396	WesTech				
APMWB	Check	90249	Ditch gearbox heater	650-463.0000.68025	3,334.79
W2066	Whitney Equipment Co. Inc.				
APMWB	Check	PS-INV103781	trash pump	650-463.0000.66190	2,273.17
Dept 463 Total:					75,823.08
Dept: 466 Wastewater - Collections					
A1395	Advanced Compressor & Hose Inc				
APMWB	Check	91182	21/2' Gauge	650-466.0000.63006	27.58
VEN02944	BNSF Railway Company				
APMWB	Electronic Funds Transfer	23002011	18-Inch Waste Water Pipeline Contract # 4024	650-466.0000.62040	100.00
G098	Grainger				
APMWB	Check	9648016823	HIGH VISIBILITY VEST	650-466.0000.63110	22.12
N001	Napa Auto Parts				
APMWB	Check	3688-222026	Therm Gas	650-466.0000.63006	2.66
		3688-221436	Battery for T204	650-466.0000.67170	125.12
B100	Owen Equipment Company				
APMWB	Check	00109727	Warthog WT-1/2	650-466.0000.63330	1,131.48
R251	Serights Ace Hardware				
APMWB	Check	341211/1	Cable Ties	650-466.0000.63330	21.46
T118	TPI Embroidery				
APMWB	Check	18974	Safety Yellow Jackets	650-466.4000.72000	138.80
W180	Western States Equipment				
APMWB	Check	IN002338317	LIFT PUMP was 97377	650-466.0000.63006	148.19
W2066	Whitney Equipment Co. Inc.				
APMWB	Check	PS-INV103559	Model 963 & 946 lead-acid float battery charge	650-466.0000.63330	640.00
Dept 466 Total:					2,357.41
Dept: 468 Wastewater - Surface Water					
C0790	Cobalt Truck Equipment				
APMWB	Check	S24859	Running Board Rough Step	650-468.0000.67170	650.24
N001	Napa Auto Parts				
APMWB	Check	3688-221353	Force Blade for Surface Water/ D200	650-468.0000.67170	32.66
		3688-220170	Surface Water Mini-Z	650-468.0000.68380	14.81
R251	Serights Ace Hardware				
APMWB	Check	340797/1	Earplugs, 20AMP Fuse	650-468.0000.68380	26.14
Dept 468 Total:					723.85
Fund 650 Total:					78,904.34
Fund: 652 - RECLAIMED WATER CAPITAL - COLLECTOR					
Dept: 463 Wastewater Operating					
VEN14753	Integrus Architecture, P.S.				
APMWB	Check	22260-22261.00-2	Architectural Services	652-463.3235.95520	4,147.00
		22260-22261.00-1		652-463.3235.95520	9,027.16
T11390	T-O Engineers, Inc.				
APMWB	Check	200143-34	Ponderosa T-O Invoice Feb 2023	652-463.3214.95520	1,202.50
		210583-13	Bentley Lift Station T-O Invoice Feb 2023	652-463.3230.95520	3,045.75

Dept 463 Total: 17,422.41

Fund 652 Total: 17,422.41

Packet: APPKT10486 - AP Check run 3.28.23 CR 4.5.23
Vendor Set: 01 - Vendor Set 01

Check Date: 4/5/2023

Vendor Number	Vendor Name	Bank Code	Payment Type	Invoice #	Invoice Description	Account Number	Distribution Amount
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Fund: 700 - SANITATION

Dept: 461 Sanitation

VEN02262	Factory Direct Promos	APMWB	Check	44006723	Tote Bags for Spring Recycle Event	700-461.0000.62041	2,354.19
VEN02385	Prairie Transfer Station	APMWB	Check	07-36073	Trash	700-461.0000.65050	16.90
Dept 461 Total:							2,371.09
Fund 700 Total:							2,371.09

Fund: 750 - WATER OPERATING

Dept: 462 Water Operating

A090	Accurate Testing Labs LLC	APMWB	Check	130065	Coliform Presence/Absence	750-462.0000.68360	150.00
				130091		750-462.0000.68360	150.00
				130164		750-462.0000.68360	150.00
A365	American On-Site Services	APMWB	Check	502128	Porta Potty for Backflow Class	750-462.0000.63280	165.36
C1170	CDA Metals	APMWB	Check	22204238	Shape Metal for Shop	750-462.0000.63280	234.08
C3814	Co-op Supply. INC.	APMWB	Check	303415	ISO Alcohol	750-462.0000.63280	131.96
H215	Core & Main LP	APMWB	Check	S465160	Marker Pens	750-462.0000.63280	33.96
				S322294	Repair Lids - Stock	750-462.0000.63280	138.40
VEN14305	General Pacific, Inc	APMWB	Check	1459221	2" Compound Elliptical Flange	750-462.0000.63280	4,402.00
				1456391	Badger M120 1-1/2", HRE -768 N Pleasent Vie	750-462.0000.63280	598.00
				1459220	2" Bare Compound Meter	750-462.0000.63280	2,201.00
				1459223	2" Bare Compound Meter - Shabby Fabbric	750-462.0000.63280	2,201.00
VEN05270	Idaho Washington Aquifer Collaborative, Inc	APMWB	Check	2023-12	IWAC 2023 Dues	750-462.0000.62060	1,000.00
P310	Platt Electric Supply	APMWB	Check	3P83124	Drill Hammer	750-462.0000.63280	368.32
				3D92549	Low Peak Dual Element -Well 8	750-462.0000.68025	1,810.13
R251	Serights Ace Hardware	APMWB	Check	340981/1	Batteries	750-462.0000.63280	34.18
				340734/1	Water Shop Supply	750-462.0000.63280	67.00
VEN13988	Tacoma Screw Products, Inc	APMWB	Check	24170739R	Credit was applied and check was cut resulting	750-462.0000.63280	-30.18
VEN14518	Woodhawk Controls, LLC	APMWB	Check	WC-21057-01	Well repair	750-462.0000.95545	28,200.00
Dept 462 Total:							42,005.21
Fund 750 Total:							42,005.21
Report Total:							476,294.40



Fund	Account	Amount
001 - GENERAL FUND		
	001-22115	2,000.00
	001-411.0000.62060	3,898.50
	001-414.0000.63050	186.00
	001-414.0000.63060	59.34
	001-414.0000.63070	2,000.00
	001-414.0000.63600	6,000.00
	001-414.1445.62170	5,699.82
	001-414.1445.62190	3,141.17
	001-415.0000.63060	30.79
	001-415.0000.66080	965.00
	001-418.0000.63060	34.69
	001-418.4000.72070	310.00
	001-421.0000.62040	631.13
	001-421.0000.63060	356.04
	001-421.0000.63130	54.28
	001-421.0000.64020	100.00
	001-421.0000.64030	4,904.36
	001-421.0000.65030	90.00
	001-421.0000.66041	2,818.20
	001-421.0000.67050	14,561.24
	001-421.0000.67090	145.56
	001-421.0000.67100	2,603.66
	001-421.0000.67170	79.95
	001-421.0000.68010	1,295.77
	001-421.0000.68060	651.15
	001-421.0000.90020	112,099.46
	001-421.4000.72000	527.52
	001-424.0000.62040	2,973.66
	001-427.0000.64030	174.69
	001-431.0000.62040	30,204.43
	001-431.0000.63000	156.21
	001-431.0000.63060	267.23
	001-431.0000.63260	850.12
	001-431.0000.63525	2,176.96
	001-431.0000.67090	109.59
	001-431.0000.68080	18,808.02
	001-431.0000.68090	-78.96
	001-431.0000.68100	756.04
	001-431.0000.68150	37.80
	001-431.0000.93010	-2,361.30
	001-433.0000.63140	541.42
	001-433.0000.63730	121.30
	001-433.0000.67030	17.98
	001-433.0000.68010	115.00
	001-433.0000.68030	141.06
	001-434.0000.63011	2,297.92
	001-434.0000.63012	1,191.00
	001-434.0000.63013	946.79
	001-434.0000.63110	30.85
	001-434.0000.63160	186.07
	001-434.0000.67020	68.84
	001-434.0000.67090	-46.48
	001-434.0000.67170	1,992.34
	001-434.0000.67200	-18.51
	001-441.0000.62040	6,500.00
	001-441.0000.63070	10.53

001-441.0000.67010	375.76
001-441.0000.67090	368.59
001-442.0000.63060	31.00
001-442.0000.63760	7,363.00
001-443.0000.62180	487.32
001-443.0000.63110	887.55
001-443.0000.66190	1,092.40
001-443.0000.67030	858.46
001-443.0000.67050	50.00
001-443.0000.67070	290.64
001-443.0000.67090	103.98
001-443.0000.68013	824.40
001-443.0000.68160	448.10
001-443.0000.68220	23.90
001-443.0000.68230	592.80
001-443.0000.94180	988.00
001-443.1658.62330	2,574.22
001-445.0000.63060	91.93
001-445.0000.63080	675.00
001-445.0000.64010	147.00
001-445.0000.90010	6,895.00
001-451.0000.63060	26.14
001-452.0000.62040	50.00
001-453.0000.63060	33.58
001-454.0000.66016	47,750.00
001-481.0000.68060	651.15
001-481.0000.68395	8,424.63
001-481.0000.95015	4,500.00
Fund 001 Total:	320,018.78
003 - PERSONNEL BENEFIT POOL	
003-482.0000.62040	2,500.00
003-482.0000.62160	50.00
003-482.0000.64020	1,250.00
003-482.0000.73020	60.40
Fund 003 Total:	3,860.40
007 - DRUG SEIZURE PROGRAM	
007-425.0000.62040	918.12
Fund 007 Total:	918.12
008 - 911 SUPPORT	
008-426.0000.67040	247.25
Fund 008 Total:	247.25
037 - STREETS IMPACT FEES	
037-431.0000.95134	2,268.80
Fund 037 Total:	2,268.80
038 - PARKS IMPACT FEES	
038-443.0000.94070	2,907.50
038-443.0000.94165	5,370.50
Fund 038 Total:	8,278.00
650 - RECLAIMED WATER OPERATING	
650-463.0000.62040	1,302.50
650-463.0000.62150	51,021.88
650-463.0000.63060	56.99
650-463.0000.63110	184.99
650-463.0000.63400	857.55
650-463.0000.64020	180.00
650-463.0000.66190	2,273.17
650-463.0000.67090	91.15
650-463.0000.67170	194.26
650-463.0000.68025	16,362.72
650-463.0000.68360	3,297.87
650-466.0000.62040	100.00
650-466.0000.63006	178.43
650-466.0000.63110	22.12
650-466.0000.63330	1,792.94
650-466.0000.67170	125.12
650-466.4000.72000	138.80

	650-468.0000.67170	682.90
	650-468.0000.68380	40.95
	Fund 650 Total:	78,904.34
652 - RECLAIMED WATER CAPITAL - COLLECTOR		
	652-463.3214.95520	1,202.50
	652-463.3230.95520	3,045.75
	652-463.3235.95520	13,174.16
	Fund 652 Total:	17,422.41
700 - SANITATION		
	700-461.0000.62041	2,354.19
	700-461.0000.65050	16.90
	Fund 700 Total:	2,371.09
750 - WATER OPERATING		
	750-462.0000.62060	1,000.00
	750-462.0000.63280	10,545.08
	750-462.0000.68025	1,810.13
	750-462.0000.68360	450.00
	750-462.0000.95545	28,200.00
	Fund 750 Total:	42,005.21
	Report Total:	476,294.40

ACCOUNTS PAYABLE HANDCHECK ACCOUNTABILITY FOR CHECK RUN 4.5.23

3/17/2023	\$44.86	91548	AT&T- Long Distance	Pay Before Due Date	Various
3/17/2023	\$99,475.75	91549	AVISTA Utilities	Pay Before Due Date	Various
3/17/2023	\$87.90	91550	Bluejay Industrial Inc	Pay Before Due Date	001-441.0000.67090
3/17/2023	\$1,300.33	91551	Corwin Ford Spokane	Replacement Check	001-434.0000.67170
3/17/2023	\$81.05	91552	Zipty Fiber	Pay Before Due Date	650-463.0000.65030
3/17/2023	\$4,940.90	91553	City of Post Falls	Pay Before Due Date	Various
3/17/2023	\$1,147.14	91554	ODP Business Solutions	Pay Before Due Date	Various
3/23/2023	\$79.47	91570	AT&T- Long Distance	Pay Before Due Date	001-431.0000.65030
3/23/2023	\$16.94	91571	Charter Communications	Pay Before Due Date	001-417.0000.63080
3/23/2023	\$149.98	91572	Charter Communications	Pay Before Due Date	001-442.0000.65030
3/23/2023	\$1,512.10	91573	Kootenai County Solid Waste	Pay Before Due Date	Various
3/23/2023	\$26.05	91574	Prairie Transfer Station	Pay Before Due Date	700-461.0000.65050
3/23/2023	\$345.32	91575	Ricoh USA Inc.	Pay Before Due Date	001-445.0000.66050
3/23/2023	\$494.11	91576	Verizon Wireless	Pay Before Due Date	Various
3/23/2023	\$122.00	91577	Zipty Fiber	Pay Before Due Date	008-426.0000.65031
3/23/2023	\$1,326.88	91578	Zipty Fiber	Pay Before Due Date	008-426.0000.65031
3/23/2023	\$122.00	91579	Zipty Fiber	Pay Before Due Date	008-426.0000.65031
3/23/2023	\$122.00	91580	Zipty Fiber	Pay Before Due Date	008-426.0000.65031
3/28/2023	\$139.98	91581	Charter Communications	Pay Before Due Date	001-412.0000.65040
3/28/2023	\$36.03	91582	Kootenai Electric	Pay Before Due Date	001-443.0000.65021
3/28/2023	\$2,513.65	91583	Level 3 Communications	Pay Before Due Date	Various
3/28/2023	\$538.94	91584	Level 3 Communications	Pay Before Due Date	Various
3/28/2023	\$131.95	91585	Zipty Fiber	Pay Before Due Date	650-463.0000.65030
3/28/2023	\$86.06	91586	Zipty Fiber	Pay Before Due Date	001-445.0000.65030
3/28/2023	\$616.00	91587	Zipty Fiber	Pay Before Due Date	001-421.0000.65030
3/28/2023	\$50.04	91588	Zipty Fiber	Pay Before Due Date	001-421.0000.65030

\$115,507.43

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 04/04/2023

DATE: 03/28/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Heather Tucker
SUBJECT: Request to dispose of damaged or broken asset items

ITEM AND RECOMMENDED ACTION:

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

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

None

BUDGET CODE:

None

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 03/16/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Refrigerator - Has broken beyond repair.

TAG# 5137 SERIAL # VSR1255722 MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

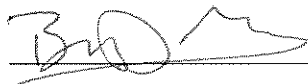
- ABANDONED IN PLACE
- DESTROYED / DISPOSED
- SOLD AT AUCTION SELLING PRICE _____
- SOLD SELLING PRICE _____
- TRADED IN CASH VALUE/TRADE IN _____

OTHER: _____

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

REPLACED	YES	NO
USEFUL LIFE OF ASSET INCREASED	YES	NO

ESTIMATED REMAINING USEFUL LIFE 0



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 03/14/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

3M Cold laminate machine - the machine has broken.

TAG# 5222 SERIAL # 40312 MODEL# 3M

REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED YES NO
 USEFUL LIFE OF ASSET INCREASED YES NO

ESTIMATED REMAINING USEFUL LIFE _____

[Signature]

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 03/14/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

STIHL Backpack Blower - No longer works and cannot be repaired.

TAG# 5229 SERIAL # 267209396 MODEL# STIHL BR550

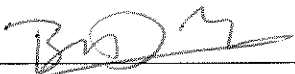
REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED	YES	NO
USEFUL LIFE OF ASSET INCREASED	YES	NO

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 03/14/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Hammer Compactor - No longer operational and cannot be repaired for a reasonable price.

TAG# 5292 SERIAL # B-3226 MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: _____

LOST
Please attach police report

STOLEN
Please attach police report

REPLACED	YES	NO
USEFUL LIFE OF ASSET INCREASED	YES	NO

ESTIMATED REMAINING USEFUL LIFE _____

BOD

AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 03/14/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Plate compactor - Broken and no longer repairable.

TAG# 5312 SERIAL # 362 2002 88 MODEL# Wacker WP1550

REASON FOR DISPOSAL (MANDATORY):

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


OTHER: _____

LOST
Please attach police report

STOLEN
Please attach police report

REPLACED	YES	NO
USEFUL LIFE OF ASSET INCREASED	YES	NO

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 03/14/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Warn plow for the mule - Plow will not attach to any existing equipment and

is warn.

TAG# 5336 SERIAL # _____ MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED YES . . . NO _____

USEFUL LIFE OF ASSET INCREASED YES . . . NO . . .

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 03/14/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Timed locks - Some have broken beyond repair and a few are being replaced

by mag locks.

TAG# 10710 SERIAL # _____ MODEL# Trilogy

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: _____


LOST
Please attach police report

STOLEN
Please attach police report

REPLACED YES NO

USEFUL LIFE OF ASSET INCREASED YES NO

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 03/14/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Craftsman Air Compressor 27 gallon - Item was stolen.

TAG# 4559 SERIAL # J312612760A MODEL# Craftsman


REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED	YES	NO
USEFUL LIFE OF ASSET INCREASED	YES	NO

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 03/14/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Redmax Trimmer - Trimmer has broken down is no longer repairable.

TAG# 4698 SERIAL # DMPLF6W9F18P MODEL# Redmax


REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED YES NO
 USEFUL LIFE OF ASSET INCREASED YES NO

ESTIMATED REMAINING USEFUL LIFE _____



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 03/14/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Samsung Galaxy Tab 4 tablet - No longer operating.

TAG# 4809 SERIAL # 2089675361 MODEL# Samsung Galaxy


REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED	YES	NO
USEFUL LIFE OF ASSET INCREASED	YES	NO

ESTIMATED REMAINING USEFUL LIFE 0



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 03/14/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Samsung Galaxy Tab 4 tablet - No longer operating.

TAG# 4809 SERIAL # 2089675361 MODEL# Samsung Galaxy

REASON FOR DISPOSAL (MANDATORY):

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

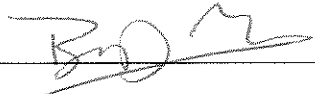
OTHER: _____

LOST
Please attach police report

STOLEN
Please attach police report

REPLACED	YES	NO
USEFUL LIFE OF ASSET INCREASED	YES	NO

ESTIMATED REMAINING USEFUL LIFE 0



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 03/14/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Samsung Galaxy Tab 4 tablet - No longer operating.

TAG# 4808 SERIAL # 2089675360 MODEL# Samsung Galaxy

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: _____

LOST
Please attach police report

STOLEN
Please attach police report

REPLACED YES NO

USEFUL LIFE OF ASSET INCREASED YES NO

ESTIMATED REMAINING USEFUL LIFE 0



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

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CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 03/14/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Samsung Galaxy Tab 4 tablet - No longer operating.

TAG# 4810 SERIAL # 2089675362 MODEL# Samsung Galaxy

REASON FOR DISPOSAL (MANDATORY):

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


OTHER: _____

LOST
Please attach police report

STOLEN
Please attach police report

REPLACED	YES	NO
USEFUL LIFE OF ASSET INCREASED	YES	NO

ESTIMATED REMAINING USEFUL LIFE 0



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

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CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 03/14/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Instant Shelving Cabinets - Broken and can't be repaired.

TAG# ND0436 SERIAL # _____ MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED	YES	NO
USEFUL LIFE OF ASSET INCREASED	YES	NO

ESTIMATED REMAINING USEFUL LIFE 0



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 04/15/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Copier at South Park - No longer working and cannot be repaired.

TAG# 3662 SERIAL # 546211977 MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: _____

LOST
Please attach police report

STOLEN
Please attach police report

REPLACED	YES	-	NO	_____
USEFUL LIFE OF ASSET INCREASED	YES	-	NO	_____

ESTIMATED REMAINING USEFUL LIFE 0



AUTHORIZED SIGNATURE

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(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 04/15/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Floor Sweeper - Broken and cannot be repaired

TAG# 5006 SERIAL # 1225303 MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

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

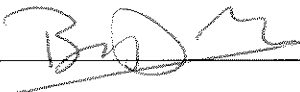
OTHER: _____

LOST
Please attach police report

STOLEN
Please attach police report

REPLACED	YES	NO
USEFUL LIFE OF ASSET INCREASED	YES	NO

ESTIMATED REMAINING USEFUL LIFE 0



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 04/15/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Rotary Hammer - No longer operational

TAG# 5169 SERIAL # 11846 MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

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

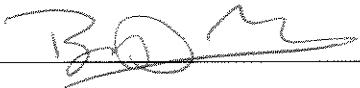
OTHER: _____

LOST
Please attach police report

STOLEN
Please attach police report

REPLACED	YES	NO
USEFUL LIFE OF ASSET INCREASED	YES	NO

ESTIMATED REMAINING USEFUL LIFE 0



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 04/15/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Dell Ultrasharp 17" Monitor- No longer operational

TAG# 5164 SERIAL # MX-0H6304-4760 MODEL# Dell

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: _____

LOST
Please attach police report

STOLEN
Please attach police report

REPLACED YES NO _____
USEFUL LIFE OF ASSET INCREASED YES _____ NO _____

ESTIMATED REMAINING USEFUL LIFE 0



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 04/15/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

Stihl Handheld Blower - Broken beyond repair

TAG# 5185 SERIAL # 264685821 MODEL# STIHL

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: _____

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

REPLACED	YES	-	NO	_____
USEFUL LIFE OF ASSET INCREASED	YES	-	NO	_____

ESTIMATED REMAINING USEFUL LIFE 0



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 04/15/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

PRO Landscape Version 21 - No longer contracting for that program

TAG# 4884 SERIAL # _____ MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

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

OTHER: _____

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

REPLACED	YES	-	NO	_____
USEFUL LIFE OF ASSET INCREASED	YES	-	NO	_____

ESTIMATED REMAINING USEFUL LIFE 0



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

CITY OF POST FALLS

FIXED ASSET DISPOSAL

DEPT. NAME Parks & Recreation DEPT.# 443 DATE: 04/15/23
OF DISPOSAL

CATEGORY OF ASSET:

- LAND
- BUILDING
- MACHINERY & EQUIPMENT
- VEHICLE (Enter Mileage) _____
- OTHER IMPROVEMENTS _____

CONTROLLABLE ASSETS (UNDER \$5,000 COST)

- MACHINERY & EQUIPMENT
- OTHER _____

ASSET DESCRIPTION AND EXPLANATION FOR DISPOSAL: _____

STIHL Backpack Blower - Warn beyond repair

TAG# 4884 SERIAL # _____ MODEL# _____

REASON FOR DISPOSAL (MANDATORY):

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

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

REPLACED	YES	-	NO	_____
USEFUL LIFE OF ASSET INCREASED	YES	-	NO	_____

ESTIMATED REMAINING USEFUL LIFE 0



AUTHORIZED SIGNATURE

ASSET MANAGER SIGNATURE

(PLEASE ATTACH FIXED ASSET ACQUISITION FORM)

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: April 4, 2023**

DATE: March 23, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: ROBERT S. PALUS, P.E. – ASSISTANT CITY ENGINEER

SUBJECT: ACCEPTANCE OF PROPERTY – SEWER EASEMENT BECK / POINTE PARKWAY

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor’s signature to accept a sewer easement, near the intersection of Beck Rd. / Pointe Parkway, to allow for the operation and maintenance of a City Sewer Main that was recently constructed across private properties.

DISCUSSION: The City had a sewer main located within property, near the intersection of Beck Road / Pointe Parkway owned by BRD TPP Pointe, LLC (Property Owners) that directed sanitary sewer flows to the Beck Rd Lift Station. The location of the main conflicted with the ability of the property owners to fully develop their land in the manner they desired. The property owners coordinated with the City and provided for a replacement of the sanitary sewer main to a new location. The new sanitary sewer main has been constructed and passed appropriate testing and certifications. The new main is currently in use and the main from the old location has been removed. Securing this easement over the new constructed main is necessary for the City to provide for the operation and maintenance of the sewer. The easement for the removed section of sewer main will be considered for vacation by separate action of the City Council. There are no costs associated with the acquisition and the new location creates no significant additional maintenance costs over the previously existing facility.

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 easement is attached.

When Recorded Return To:

SEWER EASEMENT

This Sewer Easement (the “**Easement**”) is entered into as of _____, 2023, by and between BRC TPP POINTE, LLC, a Utah limited liability company (“**Grantor**”) and the CITY OF POST FALLS, an Idaho municipal corporation (“**Grantee**”). Grantor and Grantee are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

A. Grantor is the fee title owner of certain real property located in the City of Post Falls, County of Kootenai, State of Idaho, specifically Tax Parcels P-L294-002-002-A and P-L294-002-003-A (the “**Grantor Property**”).

B. Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, a perpetual, non-exclusive sewer easement in, over, under, across and along a portion of the Grantor Property, more particularly and legally described on **Exhibit “A”** and depicted on **Exhibit “B”**, both of which are attached hereto and incorporated herein by reference (the “**Easement Area**”).

AGREEMENT

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The Parties affirm the above recitals as true and correct and incorporate the same herein by this reference.

2. Grant of Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive sewer easement in, over, under, across and along the Easement Area to maintain, operate, repair, inspect, protect, install, remove, and replace the sewer pipelines and related sewer line infrastructure (the “**Easement**”). All costs associated with the Easement shall be at the sole expense of Grantee. Grantee’s use of the Easement shall be in compliance with all applicable local, state and federal laws, ordinances, rules, regulations and codes. Grantee shall use the Easement in such a manner so as to not cause any damage or loss of permanent use to Grantor or its interest in the Grantor Property. Grantor reserves for itself, its successors and assigns, and their agents, contractors, employees, guests, and invitees, all rights in the Easement Area to the extent such rights do not impair or interfere with Grantee’s Easement activities or result in additional expenses related to the maintenance or operation associated with the Easement by Grantee.

3. Maintenance. Any and all construction or maintenance performed by Grantee in the Easement Area shall be done in a good and workmanlike manner. Grantee shall conduct all construction and maintenance activities in the Easement Area so as to minimize interference with Grantor's Property, not interfere or cause a nuisance to any occupant located on Grantor's Property, and to protect the public from injury. Upon completion of any Grantee's construction and/or maintenance activities related to the Easement, Grantee shall restore the surface area of the Easement Area (and any of Grantor's adjacent property damaged thereby) as nearly as is practicable, to the condition it was in immediately before commencement of the work.

4. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

5. Authorization to Sign. Each of the persons executing this Easement represents and warrants to the other Party that they have the full power and authority to execute this Easement on behalf of the entity for whom they are signing.

6. Waiver. No waiver hereunder shall be binding unless executed in writing by the Party making the waiver. No waiver of any of the provisions of this Easement shall constitute a waiver of any other provision, whether or not similar.

7. Successors and Assigns. This Easement, along with the rights and covenants herein, and the vacation of any previously existing easements shall be recorded in the official records of Kootenai County, Idaho, and shall be binding on the heirs, successors, administrators, executors and assigns of all parties hereto and shall run with the land.

8. Counterparts. This Easement may be executed by one or more of the Parties to this Easement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this instrument as of the date first set forth above.

GRANTOR:

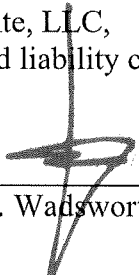
BRC TPP POINTE, LLC,
a Utah limited liability company

By: BRC TPP JV IND POINTE, LLC,
a Utah limited liability company
Its: Managing Member

By: The Pointe Partners, LLC,
a Utah limited liability company
Its: Manager

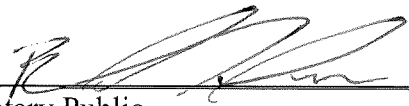
By: KW Pointe, LLC,
a Utah limited liability company
Its: Manager

By: _____
Name: Kip L. Wadsworth
Its: Manager



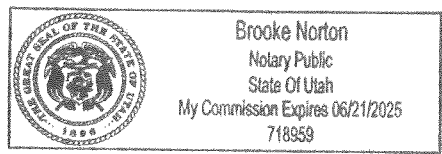
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 17th day of March, 2023, by Kip L. Wadsworth, the manager of KW Pointe, LLC, a Utah limited liability company, the Manager of The Pointe Partners, LLC, a Utah limited liability company, the Manager of BRC JV IND POINTE, LLC, the Managing Member of BRC TPP Pointe, LLC, a Utah limited liability company.



Notary Public

My Commission Expires:
06/21/2025



By: _____
Ronald G. Jacobson, Mayor

Attest:

Shannon Howard, City Clerk

ACKNOWLEDGEMENTS

STATE OF IDAHO)
) : ss
County of Kootenai)

On this ____ day of _____, 20__ before me, a Notary for the State of Idaho, personally appeared **Ronald G. Jacobson and Shannon Howard** known, or identified to me to be the **Mayor** and **City Clerk**, 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: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

A sewer easement being a strip of land 60.00 - feet in width being a part of two (2) entire tracts of land described in that Special Warranty Deed recorded February 11, 2022 as Entry No. 2886773000 in the Office of the Kootenai County Recorder, located in the Southwest Quarter of Section 6, Township 50 North, Range 5 West, Boise Meridian. Said 30.00-foot wide strip of land lies 30.00 - feet on each side of the following described centerline:

Beginning at a point on the easterly boundary of said entire tract, which is 2145.00 feet S. 00°50'27" W. along the west line of said Section 6 and 1058.86 feet S. 89°13'08" E. from the West Quarter Corner of said Section 6; thence S. 24°02'43" W. 240.91 feet; thence N. 89°13'08" W. 348.40 feet; thence S. 68°32'41" W. 51.66 feet to the northerly right-of-way line of Pointe Parkway and the **Point of Terminus**.

The sidelines of said 60.00 – foot wide strip of land shall be lengthened or shortened to begin on said easterly boundary line of said entire tract and terminate at the northerly right-of-way line of Pointe Parkway.

The above-described perpetual right of way easement contains 38,527 sq. ft. in area or 0.884 acre, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: S. 00°50'27" W. along the west section line between the West Quarter Corner and the Southwest Corner of said Section 6, Township 50 North, Range 5 West, Boise Meridian.

EXHIBIT "B"

DEPICTION OF EASEMENT AREA

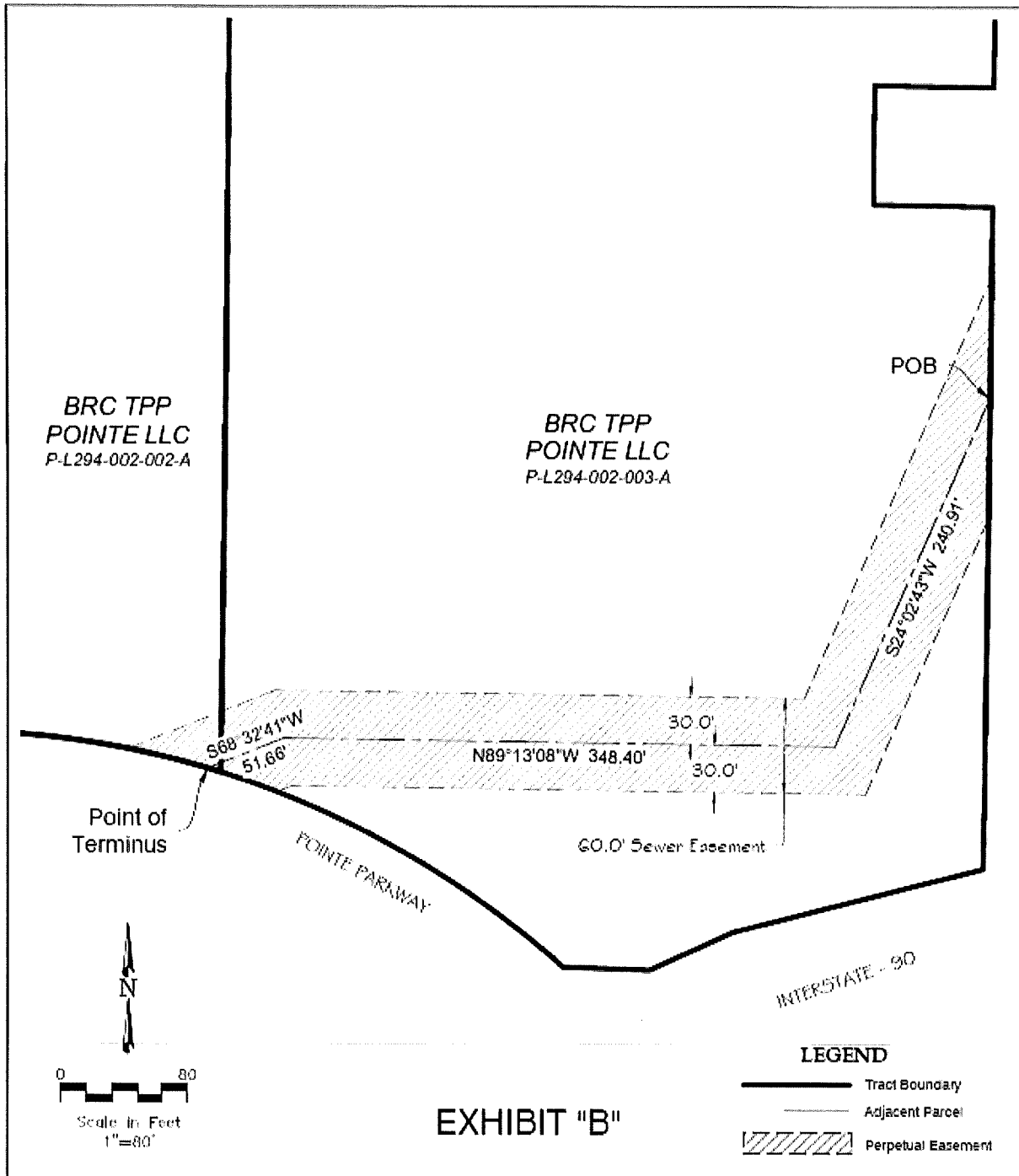


EXHIBIT "B"

<p>BRC TPP POINTE LLC Sewer Easement</p>	<p>PREPARED BY:</p> <p>CIR CIVIL ENGINEERING + SURVEYING</p> <p>10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095</p>
<p>Adjacent Parcel No: P-L294-002-002-A, P-L294-002-003-A</p>	<p>Revised: February 15, 2023</p>
<p>Part of the Southwest Quarter Sec. 8, T.50N., R.5W., S.L11.&M.</p>	<p>Page 2 of 2</p>

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: April 4, 2023**

DATE: March 24, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROBERT S. PALUS, PE – ASSISTANT CITY ENGINEER
SUBJECT: ACCEPTANCE OF PROPERTY – SIDEWALK, UTILITY AND DRAINAGE EASEMENT – LOTS 1-4 OF BLOCK 6, RIVERBEND COMMERCE PARK PHASE I

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor's signature to accept a sidewalk, utility and drainage easement, for the subject property located near the intersection of Selway Avenue / Moyie Street.

DISCUSSION: The owners of the subject property (DJ Partners LLC) are in the process of developing the property thru the City's Site Plan Review Process. In order to accommodate necessary public infrastructure (sidewalk) and utilities, a standard sidewalk, utility and drainage easement is needed to be dedicated to the City. There are no costs associated with the acquisition of the easement. Incurred additional maintenance costs upon completion of the project will be equivalent to the costs incurred with the development of any project in conformance to the City's adopted frontage improvement standards.

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

APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: none

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: A copy of the Grant of Easement is attached.

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that, Alvin J. Wolff Jr, manager of DJ Partners, LLC, an Idaho Limited Liability Company, 717 W. Sprague Ave, Suite 802, Spokane, WA 99201, herein after termed "Grantors", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, do hereby give, grant and quitclaim unto the City of Post Falls, Kootenai County, Idaho, the Grantee, whose address is 408 Spokane Street, Post Falls, Idaho 83854, a sidewalk, utility and drainage easement for the construction, improvement, operation and maintenance of utilities, over, under, upon and across the following described property, to wit:

An easement being a portion of Parcel "A" as shown on Record of Survey Instrument No. 2926045000, recorded under Book 32, Page 363, Kootenai County Records, of which is a portion in Block 6 of Riverbend Commerce Park Phase 1, as same is shown on the official plat thereof, recorded in Book 7 of Plats at Page 224, recorded under Instrument No. 1135199, Kootenai County Records, situate in the Southeast Quarter of Section 6, Township 50 North, Range 5 West, Boise Meridian, City of Post Falls, Kootenai County, Idaho, being more particularly described as follows:

BEGINNING at the northeast corner of said Parcel "A" (from which the southeast corner of said Parcel "A" bears South 28°17'35" East, 269.98 feet distant);

Thence on the easterly boundary line of said Parcel "A", Thence South 28°17'35" East, a distance of 10.00 feet;

Thence leaving said easterly boundary line, South 61°41'01" West, a distance of 172.02 feet;

Thence South 58°22'07" West, a distance of 41.97 feet to a point of curve;

Thence 59.36 feet on the arc of a curve to the right, said curve having a radius of 505.00 feet, a central angle of 06°44'07", a chord bearing of South 61°44'10" West, and a chord length of 59.33 feet;

Thence South 65°06' 14" West, a distance of 39.77 feet;

Thence South 61°41'01" West, a distance of 325.39 feet;

Thence South 56°49'31" West, a distance of 40.62 feet;

Thence South 14°31'10" West, a distance of 17.16 feet;

Thence South 17°26'39" East, a distance of 5.98 feet to a point of non-tangent curve;

Thence 73.85 feet on the arc of a curve to the left, said curve having a radius of 153.15 feet, a central angle of 27°37'43", a chord bearing of South 54°20'37" East, and a chord length of 73.14 feet;

Thence South 68°09'34" East, a distance of 224.08 feet to a point on the southerly boundary line of said Parcel "A";

Thence the following five (5) courses on the southerly, westerly and northerly boundary of said Parcel "A":

Thence South 61°43' 07" West, a distance of 13.03 feet;

Thence North 68°09'34" West, a distance of 215.73 feet to a point of curve;

Thence 87.93 feet on the arc of a curve to the right, said curve having a radius of 163.15 feet, a central angle of 30°52'52", a chord bearing of North 52°43'03" West, and a chord length of 86.87 feet;

Thence North 14°31'10" East, a distance of 33.96 feet;

Thence North 61°41'01" East, a distance of 680.00 feet to the POINT OF BEGINNING.

The above described easement contains 0.240 acres (±10,441 sq.ft.)

TO HAVE AND TO HOLD said easement for sidewalk, utility and drainage purposes so long as the same shall be used, operated and maintained as such. The Grantors herein expressly limit the grant and quitclaim of this easement to their respective interest, and that of their successors, in that parcel of land over, under, upon and across which said easement lies.

DATED AND DONE this _____ day of _____, 2023.

Alvin J. Wolff - Manager
DJ Partners, LLC

ACKNOWLEDGMENT

STATE OF IDAHO)
 :SS
County of Kootenai)

On this _____ day of _____, _____, before me, a Notary Public in and for said state, personally appeared Alvin J. Wolff known or identified to me to be the Manager of DJ Partners, LLC, the partnership that executed this instrument, or the person who executed the instrument on behalf of said partnership and acknowledged to me that such partnership 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 OF POST FALLS

This sidewalk, utility and drainage easement has been approved and accepted by the Post Falls City Council this _____ day of _____ 20____.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

State Of Idaho)
County of Kootenai)

On this ___ day of _____ , 20____, before me, a Notary for the state of Idaho, personally appeared Ronald G. Jacobson and Shannon Howard, personally known, or identified, to me to be the Mayor and City Clerk of the City of Post Falls, Kootenai County, Idaho whose names are subscribed to within the instrument, and acknowledged to me that the City of Post Falls executed the same.

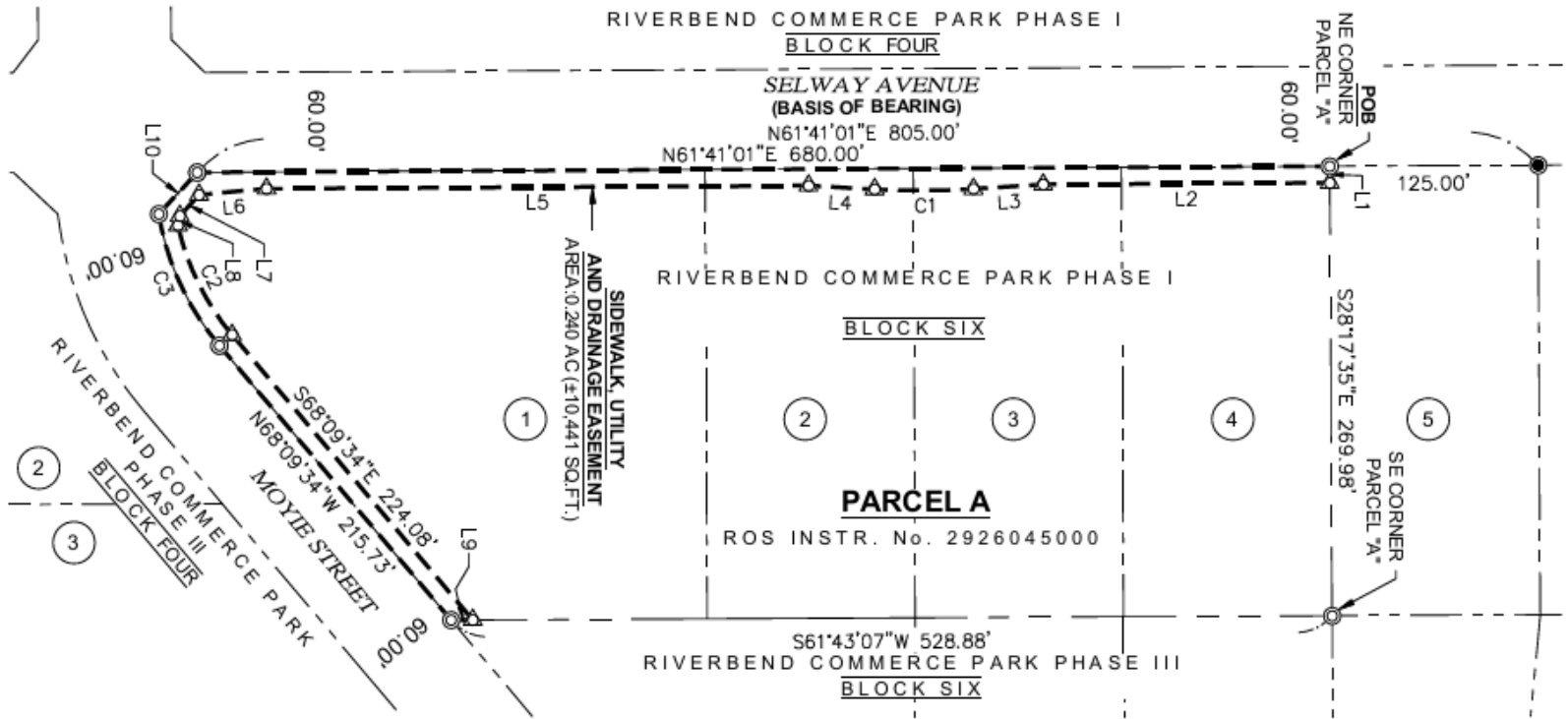
IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

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



SCALE: 1" = 80'

Exhibit "B"



Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	59.36	505.00	6°44'07"	59.33	S61°44'10"W
C2	73.85	153.15	27°37'43"	73.14	S54°20'37"E
C3	87.93	163.15	30°52'52"	86.87	N52°43'03"W

Line Table		
Line #	Length	Direction
L1	10.00	S28°17'35"E
L2	172.02	S61°41'01"W
L3	41.97	S58°22'07"W
L4	39.77	S65°06'14"W
L5	325.39	S61°41'01"W

Line Table		
Line #	Length	Direction
L6	40.62	S56°49'31"W
L7	17.16	S14°31'10"W
L8	5.98	S17°26'39"E
L9	13.03	S61°43'07"W
L10	33.96	N14°31'10"E



PROJECT NO.: D22031
 DRAWN BY: DI
 CHECKED BY: DI
 DATE: February 22, 2023
 © 2023 ALL RIGHTS RESERVED
 SHEET: 1 OF 1

SIDEWALK, UTILITY AND DRAINAGE EASEMENT

CITY OF POST FALLS, IDAHO

HMMH
 engineering
 3882 N. Schreiber Way, Suite 104
 Coeur d'Alene, ID 83815
 (208) 635-5825

CITY OF POST FALLS
AGENDA REPORT
Consent Calendar
MEETING DATE: 04/04/2023

DATE: 03/30/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Amber Blanchette
SUBJECT: D-Bat Facility Reasoned Decision File No. ZC-22-6

ITEM AND RECOMMENDED ACTION:

With approval of the Consent Calendar, the City Council authorizes the mayor's signature on D-Bat Facility's Reasoned Decision.

DISCUSSION:

The applicant, SLCK Commercial Properties, LLC, has requested to rezone approximately 2.13-acres from Heavy Industrial (HI) to Industrial (I) zoning district. The property is generally located on the east side of Commerce Loop, north of 6260 E Commerce Loop, and is approximately 300-feet south of Seltice Way.

On January 10, 2023, Planning and Zoning had a public hearing and after the staff report and testimony was received the Commission moved to recommend approve of the Zone Change to City Council. City Council moved to approve the Zone Change of Industrial on February 21, 2023 after hearing the staff report and public testimony.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

Yes

APPROVED OR DIRECTION GIVEN:

Approve

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

N/A

BUDGET CODE:

N/A

**D-Bat Facility Zone Change
File No. ZC-22-6**

City Council

Reasoned Decision

A. INTRODUCTION:

APPLICANT: Fusion Architecture

LOCATION: Located on the east side of Commerce Loop, north of 6260 E Commerce Loop, and is approximately 300-feet south of Seltice Way.

REQUEST: Rezone approximately .213 acres from Heavy Industrial (HI) to Industrial (I).

B. RECORD CREATED:

1. A-1 Application
2. A-2 Narrative
3. A-3 Legal
4. A-4 Vicinity Map
5. A-5 Authorization Letter
6. A-6 Title Report
7. S-1 Vicinity Map
8. S-2 Zoning Map
9. S-3 Future Land Use Map
10. PA-1 PFPD Comments
11. PA-2 YPL Comments
12. PA-3 PFHD Comments
13. PA-4 KCFR Comments
14. S-4 P&Z Staff Report
15. S-5 Minutes 1-10-2023
16. S-6 Zoning Recommendation
17. PA-5 PFHD Comments
18. PA-6 DEQ Comments
19. Testimony at the public hearing on February 21, 2023, including:

Ethan Porter, Associate Planner

Mr. Porter presented the staff report and testified that the applicant is requesting the City Council to rezone approximately 2.13 acres from Heavy Industrial (HI) to Industrial (I) zoning. He explained that the property, which is currently vacant, is located on the east side

of Commerce Loop, north of 6260 E Commerce Loop, and is 300-feet south of Seltice Way. Currently.

Mr. Porter explained that the subject area is designated Commercial within the Maplewood focus area on the Future Land Use Map. He testified that the Commercial designation promotes a broad mix of commercial, retail, professional office, civic, and cultural uses. He noted, however, that the Maplewood focus area promotes infill development with commercial and industrial uses along Seltice Way, where this property is located.

Mr. Porter noted that Commerce Loop is classified as a Local Commercial Roadway, Seltice Way is classified as a Principal Arterial Roadway making them major transportation routes. He also noted that traffic in the area is helped by the proximity to Seltice Way, which distributes traffic from the site to SH41, I-90, and Coeur d'Alene, as shown in the City's Transportation Master Plan.

C. EVALUATION OF ZONE CHANGE APPROVAL/REVIEW CRITERIA:

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

Based on the testimony supplied and the staff report, the City Council finds that the Future Land Use Map in the Comprehensive Plan designates this area as Commercial within the Maplewood Focus Area. The Council finds that the Maplewood focus area contemplates industrial uses along the Seltice Way corridor, which is where the subject property is located. There was no testimony to the contrary. As such, the Council finds that this criterion has been met.

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

The City Council finds that the request meets the following goals and policies of the Comprehensive Plan:

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

The request will allow development of a new business, which will help bring economic diversity.

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

This proposal adds a new location where industrial uses are allowed.

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

This site is currently vacant in an area where industrial uses will be compatible with uses in the surrounding area.

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

Streets/Traffic:

Commerce Loop is a classified local commercial roadway and can accommodate industrial and commercial uses. Seltice Way is a classified Principal Arterial Roadway. Based on the staff report, there is sufficient capacity on Seltice Way to meet predicted growth requirements in the are beyond the year 2035 (City of Post Falls currently Transportation Master Plan Model). As such, the Council finds that the requested zoning is consistent with this criterion.

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

The Council finds that this criterion is not applicable to this request.

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

The Council finds this criterion inapplicable to the request.

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

The Council finds that the location of this parcel along Seltice Way and north of the railroad is located away from residential uses. Further, as noted above, the property is located on major transportation routes consistent with this criterion.

D. DECISION OF THE CITY COUNCIL:

D-Bat Zone Change, File No. ZC-22-6: Based on the record developed during the public hearing process and the recommendation of the Planning and Zoning Commission, the City Council hereby approves the applicant’s request to rezone the subject property from Heavy Industrial (HI) to Industrial (I) zoning.

Date

Mayor

Attest

NOTICE OF RIGHTS:

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

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

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

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

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: APRIL 4TH, 2023**

DATE: MARCH 28TH, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BILL MELVIN, CITY ENGINEER
**SUBJECT: JACKLIN HWY 41 PROJECT ADDENDUM I TO THE CONSTRUCTION
IMPROVEMENT AGREEMENT**

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

DISCUSSION: This Addendum reflects the sanitary sewer extension of the Jacklin Hwy 41 Project. The Addendum sets forth the typical expectations of the Developer of the project, and sets forth the responsibilities of the Developer and the City of Post Falls.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON: Original CIA executed on 12/6/2022.

APPROVED OR DIRECTION GIVEN: Approved

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: N/A

BUDGET CODE: N/A

SUPPORTING DOCUMENTS: A copy of Addendum I to the Construction Improvement Agreement is attached.

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

Addendum #1 to the Construction Improvement Agreement between the City of Post Falls and the Jacklin Land Company, LLP, for the Jacklin Hwy 41 Project, dated December 6, 2022 for the purposes of constructing offsite sanitary sewer, consisting of the following Attachments and Appendices:

- Attachment B – Addendum I
- Attachment C – Addendum I
- Attachment C-1 - Addendum I
- Appendix I – Addendum I
- Appendix III – Addendum I
- Appendix IV – Addendum I
- Appendix V – Addendum I

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

Jacklin Land Company, LLLP

FOR

Jacklin Hwy 41 Property

_____ Street surfacing or infill paving

_____ Monumentation

_____ Electric

_____ Curbs and gutters

_____ Street lighting

_____ Gas

_____ Sidewalks

_____ Telephone

_____ Drainage

_____ Street signs

_____ Cable TV

_____ Water

_____ Landscaping (Swales)

 X **Sanitary Sewer**

_____ Improvements shown on construction plans referenced within Appendix I to this Agreement.

_____ Other - as follows:

ATTACHMENT "C"
ADDENDUM I
COST ESTIMATES FOR
Jacklin Hwy 41 Property

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:
\$ 264,482.00
2. Public utilities to be owned, operated and maintained by a utility other than the City of Post Falls: **\$ 0**
3. Other improvements for which bonding are required: **\$ 0**
4. Street trees within public right-of-way: **\$ 0**
5. Total cost of improvements: **\$ 264,482.00**
6. Warranty amount: **\$ 0**

ATTACHMENT "C-1"
ADDENDUM I
DETAILED COST ESTIMATES
FOR

Jacklin Hwy 41 Property

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

COST ESTIMATE

PRAIRIE CROSSINGS

DATE: MARCH 24, 2023

Item	Description	Qty	Unit	Unit Price	Total Price
	Sewer				\$264,482.00
3	12" Sewer Main	3884	LF	\$48.00	\$186,432.00
5	Sewer Manhole 48" Diam, Type 1	17	EA	\$2,650.00	\$45,050.00
6	6" Sewer Services	15	EA	\$2,200.00	\$33,000.00
Total Estimated Costs					\$264,482.00

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

Jacklin Land Company LLLP

FOR

Jacklin Hwy 41 Property

CONSTRUCTION DRAWINGS

Plans Titled: **Jacklin Hwy 41 Property**

Dated: **1/11/23 (Sheets C1 – C8, C12)
3/23/23 (Sheets C9 and C10)**

By: **Gordon Dobler, P.E.**

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

Jacklin Land Company LLLP

FOR

Jacklin Hwy 41 Property

ENGINEERING SERVICES FEE SUMMARY

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

Items	Units	Quantity	Base Fee	Rate (\$/unit)	Total
Utility ROW			100		0
Commercial ROW			350		0
Residential ROW			150		0
Utility Trench					0
	1-200ft		250	0	0
	201-400 ft		350	0	0
	401-600 ft		400	0	0
	601-800 ft		450	0	0
	>800 ft	3884	0	0.85	\$ 3,301.40
Curb and Gutter			150	0.6	0
Sidewalk/Approaches			150	0.6	0
Swales and Drywells					0
	Swale		150	0.2	0
	Drywell		0	60	0
Pavement			150	0.5	0
Water Pressure Test			0	120	0
Sewer Pressure Test		17	0	120	\$ 2,040.00
Street Trees			0	40	0
TOTAL					\$ 5,341.40

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

Jacklin Land Company LLLP

FOR

Jacklin Hwy 41 Property

ENGINEER OF RECORD DECLARATION:

The Engineer of Record for the project is established as:

ENGINEER NAME: **Gordon Dobler, P.E.**

ENGINEERING FIRM: **Dobler Engineering**

ADDRESS: **P.O. Box 3181**

CITY: **Hayden** STATE: **ID** ZIP: **83835**

PHONE NO.: **(208) 755-9732**

E-MAIL ADDRESS: **gordon@doblerengineering.com**

**APPENDIX V
ADDENDUM I
EASEMENTS AND LAND USE AGREEMENTS
FOR**

Jacklin Hwy 41 Property

Prior to construction of the sanitary sewer, an easement or land use agreement shall be obtained by the developer for the property they shall be constructing the utility.

Prior to City acceptance of the sanitary sewer, a fifty-foot (50') utility easement, centered upon the sanitary sewer shall be granted to the City for ownership, operation and maintenance of the utility. The easement shall be in the City standard easement format and language.

By: _____
Ronald G. Jacobson, Mayor

Attest: _____
Shannon Howard, City Clerk

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 **Addendum I to the Jacklin Hwy 41 Property Commercial Construction Improvement Agreement**, 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: _____

**CITY OF POST FALLS
AGENDA REPORT
CONSENT AGENDA
MEETING DATE: April 4, 2023**

DATE: March 23, 2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROBERT S. PALUS, PE – ASSISTANT CITY ENGINEER
SUBJECT: VACATION OF EASEMENT – BECK and POINTE PARKWAY

ITEM AND RECOMMENDED ACTION: With approval of the Consent Agenda, City Council authorizes the Mayor’s signature to vacate a portion of an existing Sewer Easement, near the intersection of Beck Rd. / Pointe Parkway.

DISCUSSION: The City possesses a Sewer Easement, near the intersection of Beck Road / Pointe Parkway, that crosses property owned by BRD TPP Pointe, LLC (Property Owners). The sewer that was within the easement was removed and recently reconstructed in a new location on the property. The Property Owners are dedicating a new sewer easement to the City for the sewer’s new location. Relocation of the sewer main was necessary to accommodate development plans for the property owners and was done at their expense. The new sewer main is in operation and has passed appropriate testing and certification. As the existing easement was granted to the City by separate instrument (not on a plat) as was exclusive to the City for purposes of sewer, a public hearing is not required to vacate the easement. The portion of the easement being vacated does not serve any further or anticipated future need(s) to the City; as the a new sewer line has been constructed and the old sewer main has been removed. The relocation does not impair the City’s ability to continue to provide sanitary sewer service in the area of the Pointe at Post Falls or the Beck Rd. Lift Stations service area. There are no costs associated with the vacation and the new location creates no significant additional maintenance costs over the previously existing facility.

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 Vacation of Easement is attached.

WHEN RECORDED MAIL TO:

VACATION OF EASEMENT

The CITY OF POST FALLS, hereby disclaims, releases, and vacates any and all right, title or interest it may have to the below-referenced easement, which had been granted pursuant to that certain Grant of Easement – 30 Foot Wide Sewer Easement, recorded November 22, 2004 as Instrument No. 1914407 in the State of Idaho, County of Kootenai, City of Post Falls. Such vacation applies to the easement as described below and depicted on the attached **Exhibit A**, attached hereto and by this reference incorporated herein:

A partial release of easement being a thirty foot (30') wide strip of land described in that Grant of Easement recorded November 22, 2004 as Entry No. 1914407 in the Office of the Kootenai County Recorder, located in the Southwest Quarter of Section 6, Township 50 North, Range 5 West, Boise Meridian. Said 30.0' – foot wide strip of land lies 15.0' each side of the following described centerline:

Beginning at a point on the northerly right-of-way line of Pointe Parkway, which is 187.07 feet N. 00°50'24" E. along the Section line and 451.07 feet N. 87°47'53" E. and 128.46 feet N. 68°15'55" E. from the Southwest Corner of said Section 6; thence N. 68°15'55" E. 271.54 feet; thence N. 39°08'52" E. 327.91 feet to the southerly boundary line of a parcel of land conveyed to the City of Post Falls described in that Entry No. 1914408 and the **Point of Terminus**.

The sidelines of said 30.00 wide strip of land shall be lengthened or shortened to begin on said northerly right-of-way line of Pointe Parkway and terminate at said southerly boundary line of a parcel of land conveyed to the City of Post Falls described in that Instrument No. 1914408

The above-described partial release of easement contains 17,958 sq. ft. in area or 0.412 acre more or less.

Dated this ____ day of _____, 2023.

CITY OF POST FALLS

By: _____
Name: _____
Title: _____

BRC TPP
POINTE LLC
P-L294-002-002-A

BRC TPP
POINTE LLC
P-L294-002-003-A

CITY OF POST FALLS
P-L0000-006-6500
(Sewer Pump Station)

Point of
Terminus

POB

15.0'

30.0' Sewer Partial
Release of Easement

15.0'

N68°15'55"E 271.54'

N39°08'52"E 327.91'

N87°47'53"E

451.07'

N68°15'55"E

128.46'

Existing Sewer Easement
E#914407

POINTE PARKWAY

INTERSTATE - 90

N00°50'24"E
187.07'

01 06

12 07

Southwest Corner
Section 6,
T.50N., R.5W., BM



Scale in Feet
1"=100'

EXHIBIT "A"

LEGEND

- Tract Boundary
- Adjacent Parcel
- Partial Release of Easement Area

BRC TPP POINTE LLC
Sewer Partial Release of Easement

Assessor Parcel No:
P-L294-002-002-A, P-L294-002-003-A

Part of the Southwest Quarter
Sec. 6, T.50N., R.5W., S.L.B.&M.

PREPARED BY:



**CIVIL ENGINEERING
+SURVEYING**

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095

February 15, 2023

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CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 04/04/2023

DATE: 03/27/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner
SUBJECT: Updated Fee Resolution

ITEM AND RECOMMENDED ACTION:

Mayor and Council to approve updated fee resolution, as presented. Fee resolution will be effective May 4, 2023.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

3/21/2023

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

RESOLUTION NO. _____

RESOLUTION ADOPTING CITY OF POST FALLS' FEE SCHEDULE

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

WHEREAS, periodic revisions to fees may be necessary; and

WHEREAS, the City has fees already established; and

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

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

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

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

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

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

The revised fee schedule shall be effective beginning May 4th, 2023, unless another date is otherwise indicated in the resolution, and shall remain in force until revised by subsequent Resolution of the Post Falls City Council.

DATED this _____ day of _____, 2023.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

ATTACHMENT 1 - UTILITY FEES

WATER:

Capitalization Fees:

<u>Service Size</u>		<u>Capitalization Fee</u>
3/4 - 1"	\$	3,273.00
1" (Commercial)	\$	5,455.00
1 1/2"	\$	10,910.01
2"	\$	17,456.01
3"	\$	34,912.02
4"	\$	54,550.04
6"	\$	109,100.08
8"	\$	160,606.22

Use Fees:

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

A. BASE FEE FOR ALL USERS:

<u>Meter Size</u>		<u>Monthly Fee</u>
1" or less	\$	12.44
1.5"	\$	20.82
2"	\$	30.95
3"	\$	54.67
4"	\$	88.32
6"	\$	172.68
8"	\$	298.91

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

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

0 to 49,000 gallons	\$	1.37
50,000 gallons +	\$	1.97

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

0 + gallons	\$	1.37
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RECLAIMED WATER:

Capitalization Fees:

Basic Capitalization Fee

The revised fee schedule shall be effective beginning October 1st, 2022, unless another Commercial/Industrial Capitalization Fee - A minimum of \$6,959.00 plus an additional \$6,959.00 for each 5,000 gallons of reclaimed water flow based upon water consumption, above the first 5,000 gallons per month.

User Fees:

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

The equivalent residential user base charge for reclaimed water service shall be increased to sixty-six dollars and seventy-nine cents (\$66.79) per month, and \$13.39 per 1,000 gallons of water use over 5,000 gallons for commercial units.

SOLID WASTE:

- A. That the base rate for current 35 gallon cart residential users shall be \$9.24 per month, with such service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler. Maintenance of such rate for existing 35 gallon cart customers shall depend upon compliance with the administrative rules established for the one-can rate;
- B. That the base rate for 96 gallon cart residential users shall be \$12.36 per month, with such service to provide an opportunity to recycle as authorized by the contract between the City and its contract hauler;
- C. That the base rate for one-can (now known as 35 gallon cart customers) residential users was discontinued as a rate option effective June 1, 1999, with those currently signed up for this option, and in compliance with the required sticker on their garbage can, being allowed to keep this option until such time garbage rates are changed in the future. New residential customers shall be charged the base residential rate of \$12.36 per month with a 96 gallon cart weekly disposal allowance;
- D. That all garbage placed for collection which exceeds the per-can base rate established for the account shall be charged at the rate of two dollars and fifty-nine cents (\$2.59) per can equivalent, per pickup;
- E. Commercial and additional rates will be as follows:

FL = Front Load
 RL = Rear Load

Container Type	Pick-ups Per Week					
	1	2	3	4	5	6
96 Gallon Cart	\$ 20.88	\$ 28.46	\$ -	\$ -	\$ -	\$ -
300 Gallon Cart	\$ 36.03	\$ 79.64	\$ 119.48	\$ -	\$ -	\$ -
400 Gallon Cart	\$ 51.20	\$ 102.39	\$ 153.60	\$ -	\$ -	\$ -
FL Dumpster - 1 YD	\$ 31.19	\$ 62.59	\$ 89.14	\$ 115.67	\$ 142.22	\$ -
FL Dumpster - 1.5 YD	\$ 43.62	\$ 83.45	\$ 121.36	\$ 159.28	\$ 197.21	\$ -
FL Dumpster - 2 YD	\$ 54.07	\$ 103.37	\$ 151.71	\$ 199.11	\$ 246.50	\$ -
FL Dumpster - 3 YD	\$ 79.64	\$ 151.71	\$ 223.75	\$ 288.25	\$ 365.95	\$ -
FL Dumpster - 4 YD	\$ 96.71	\$ 183.61	\$ 273.07	\$ 356.50	\$ 439.95	\$ 533.69
FL Dumpster - 6 YD	\$ 130.85	\$ 246.50	\$ 358.30	\$ 472.15	\$ 585.93	\$ -
FL Dumpster - 8 YD	\$ 170.68	\$ 320.48	\$ 468.39	\$ 616.29	\$ 762.29	\$ 1,054.31
RL Dumpster - 1 YD	\$ 35.38	\$ 62.59	\$ 89.14	\$ 113.78	\$ 138.40	\$ -
RL Dumpster - 1.5 YD	\$ 50.26	\$ 87.23	\$ 127.08	\$ 149.80	\$ 183.93	\$ -
RL Dumpster - 2 YD	\$ 55.95	\$ 103.37	\$ 151.71	\$ 199.11	\$ 246.50	\$ -
RL Dumpster - 3 YD	\$ 81.53	\$ 151.71	\$ 223.75	\$ 288.25	\$ 365.95	\$ -
RL Dumpster - 4 YD	\$ 98.60	\$ 185.84	\$ 271.16	\$ 356.50	\$ 443.72	\$ -
RL Dumpster - 6 YD	\$ 168.78	\$ 295.81	\$ 420.95	\$ 544.24	\$ 667.48	\$ -
RL Dumpster - 8 YD	\$ 210.49	\$ 383.05	\$ 555.61	\$ 728.15	\$ 900.72	\$ -
Compactor - 4 YD	\$ 284.44	\$ 568.88	\$ 805.92	\$ -	\$ -	\$ -
Compactor - 5 YD	\$ 350.80	\$ 701.61	\$ 1,052.41	\$ -	\$ -	\$ -
Compactor - 6 YD	\$ 379.27	\$ 758.51	\$ 1,137.71	\$ -	\$ -	\$ -
Compactor - 10 YD	\$ 568.88	\$ 1,137.71	\$ 1,706.61	\$ -	\$ -	\$ -
Compactor - 15 YD	\$ 199.11	\$ -	\$ -	\$ -	\$ -	\$ -
Compactor - 20 YD	\$ 265.58	\$ -	\$ -	\$ -	\$ -	\$ -
Compactor - 30 YD	\$ 379.27	\$ -	\$ -	\$ -	\$ -	\$ -
Compactor - 40 YD	\$ 821.46	\$ -	\$ -	\$ -	\$ -	\$ -
Construction Only - 8 YD	\$ 210.49	\$ 383.05	\$ 555.61	\$ 728.15	\$ 900.72	\$ -
Construction Only - 10 YD	\$ 250.31	\$ 464.57	\$ 680.76	\$ 893.14	\$ 1,109.31	\$ -

Additional commercial sanitation will be charged at:
 \$13.29 each additional pick up on a 96 gallon cart
 \$18.04 each additional yard

Roll Off Boxes:

20 YD delivery	\$ 83.45
20 YD dump	199.11
30 YD delivery	83.45
30 YD dump	199.11
Roll off return trip	60.72
Roll off round trip	37.92
Roll off turn around	18.99

Special Hauls:

4 YD compactor	\$ 104.32
5 YD compactor	123.27
6 YD compactor	136.53
10 YD compactor	161.20

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

96 Gallon commercial	\$ 11.39	4 YD	\$ 41.73
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300 Gallon	18.99	6 YD FL	56.91
400 Gallon	25.64	6 YD RL	68.77
1 YD	11.39	8 YD FL	74.01
1.5 YD	22.76	8 YD RL	83.53
2 YD	24.67	10 YD RL	94.80
3 YD	30.34		

Bin Placement or Removal:

96 Gallon	\$	9.52	
300 Gallon		47.42	
400 Gallon		47.42	
1 - 8 YD FL		47.42	
1 - 10 YD RL		47.42	

Daily Rent:

96 Gallon	\$	0.50	1 - 4 YD RL	\$	2.12
300 Gallon		2.12	6 - 8 YD FL & RL		4.29
400 Gallon		2.12	10 YD RL		4.78
1 - 4 YD FL		2.12	20 & 30 YD Roll Off		5.63

Other Service Rates:

Delivery/Removal of Permanent Svc Container	47.42
Make Container Lockable	62.83
Special Haul Return Fee	47.42
Gate Fee (each time)	9.46
Driver Assistance Residential (each time)	5.72
Driver Assistance Commercial (each time)	5.72
Man and Truck 1 hour minimum (hour)	123.27
Commercial Recycling Bin (month)	11.39
Fighting Creek Trip Charge (each time)	180.15
Return Trip Residential (each time)	9.52
Return Trip Container (each time)	47.42
Additional Cart Service	9.51
96 Gallon Cart Exchange (each time)	11.39
Return Trip Recycling (each time)	9.46
Recycling Bin Removal (each time)	9.46
Pack-out Service (special consideration for disabled and elderly) - (month)	7.60
Saturday Pickup (each time)	18.99
Container Wash (each time)	62.83

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

MINIMUM MONTHLY UTILITY CHARGE:

The City of Post Falls finds it appropriate and necessary that property owners benefited by

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

- A. Notwithstanding any provisions of prior resolution to the contrary, every residential connection to the City reclaimed water collection and treatment system shall pay a minimum monthly charge (base rate) of \$22.77 for each month, or part thereof, for every month that reclaimed water disposal and treatment service are available to the property by connection but the residence is unoccupied and has been for a period of thirty (30) days or more. Commercial or industrial uses shall likewise pay a base monthly reclaimed water charge of \$22.77 per month per equivalent residential unit for those months during which the property is connected to the reclaimed water collection and treatment system but is unoccupied and has been for a period of thirty (30) days or more.

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

MISCELLANEOUS UTILITY FEES:

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

ATTACHMENT 2 - RECREATION FEES

Recreation Activities Fees:

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

	<u>Resident</u>		<u>Non-Resident</u>	
Youth Competitive Basketball	\$ 478.00	Team	\$ 495.00	Team, extra player \$36.00
Youth Rec. League Basketball	\$ 45.00		\$ 53.00	
Men's Basketball League	\$ 427.00	Team	\$ 459.00	Team, extra player \$26.00
Pre K - Kind. Instructional Basketball	\$ 45.00		\$ 53.00	
Youth T-Ball	\$ 45.00		\$ 53.00	
Youth Soccer	\$ 45.00		\$ 53.00	
Youth Flag Football	\$ 45.00		\$ 53.00	
Smart Start Flag Football	\$ 55.00		\$ 59.00	
Adult Flag Football	\$ 551.00	Team	\$ 592.00	Team, extra player \$30.00
Adult Volleyball Leagues	\$ 220.00	Team	\$ 240.00	Team, extra player \$30.00
Adult Co-ed 4 Volleyball	\$ 220.00	Team	\$ 240.00	Team
Youth Dance (3 - 9 yrs.) - 9 wks.	\$ 98.00		\$ 98.00	
Gymnastics (2 - 3 yrs.) - 5 wks.	\$ 48.00		\$ 48.00	
Gymnastics (4 - 6 yrs.) - 5 wks.	\$ 50.00		\$ 50.00	
Martial Arts Classes - 4 wks.	\$ 39.00	(1/2 hour)	\$ 50.00	(1 hr.)
Youth Triathlon Camp - wk.	\$ 117.00		\$ 117.00	
Youth Golf Camp - wk.	\$ 120.00		\$ 135.00	
Youth Basketball Camp - wk.			\$ 87.00	Half Day
Youth Volleyball Camp - wk.	\$ 119.00		\$ 119.00	
Mini Hawk Camp	\$ 99.00		\$ 99.00	
Flag Football Camp	\$ 145.00		\$ 145.00	
Youth Soccer Camp - wk.	\$ 145.00		\$ 145.00	
Triathlon - Adult	\$ 85.00	Individual	\$ 165.00	
Aerobic Cheerleading - 10 wks.	\$ 119.00		\$ 119.00	
Aerobics	\$ 22.00	x 1 wk.	\$ 22.00	x 1 wk.
	\$ 26.00	x 2 wk.	\$ 26.00	x 2 wk.
	\$ 30.00	x 3 wk.	\$ 30.00	
Basketball, Open Gym	\$ 5.00		\$ 5.00	
Cross Country Skiing	\$ 36.00	own gear	\$ 36.00	own gear
	\$ 52.00	rent gear	\$ 52.00	
Guitar, Intro. - 4 wks.	\$ 50.00		\$ 50.00	
Gym, Parent Tot - 4 wks.	\$ 30.00		\$ 35.00	
Landscaping Class/Gardening	\$ 22.00		\$ 22.00	
Running shoes & Microbrews - 5K	\$ 40.00	over 21	\$ 50.00	
Rock Climbing: outdoor	\$ 150.00	Plus Equip	\$ 150.00	Plus Equip

ATTACHMENT 2 - RECREATION FEES (Continued)

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

ATTACHMENT 2 - RECREATION FEES (Continued)

Snow Tubing Trip		
Adult	\$ 45.00	\$ 50.00
Youth	\$ 37.00	\$ 37.00
Camping 101	\$ 55.00	\$ 55.00
E-Sports Tournaments	\$ 25.00	\$ 25.00
Volleyball and Football Clinics	\$ 45.00	\$ 55.00
Theater Arts	\$ 65.00	\$ 65.00
Arts Enrichment	\$ 40.00	\$ 40.00
Pickleball Tournament	\$ 50.00	\$ 50.00
Ladies Day Out	\$ 6.00	\$ 60.00
Comics Design	\$ 25.00	\$ 25.00
Gaming Introduction	\$ 12.00	\$ 12.00
Strider Camp	\$ 125.00	\$ 125.00
Kickball Tournament	\$ 125.00	\$ 125.00
Preschool Holiday Art	\$ 20.00	\$ 20.00
Sponsorships	Negotiated	Negotiated

Festival Fees:

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

Centennial Trail User Fee:

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

Contracted Programs:

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

ATTACHMENT 2 - RECREATION FEES (Continued)

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

New Programs:

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

Tournaments

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

Miscellaneous Recreation Fees:

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

ATTACHMENT 3 - PARK FEES

Picnic Shelter Fees:

Grand Pavilion & Tullamore Amphitheater:

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

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

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

Gazebo/Corbin Park/Falls Park/Syringa

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

General Picnic Shelters:

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

Trailhead Shelter

ATTACHMENT 3 - PARKS FEES (Continued)

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

* Minimum of 2 hours.
** Minimum of 4 hours.

ATTACHMENT 3 - PARKS FEES (Continued)

Daily Fees:

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

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

Season Pass **

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

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

Ball/Sports Field Usage Fees:

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

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

Miscellaneous Items:

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

ATTACHMENT 4 - CEMETERY FEES

Burial Lots

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

Blocks 101, 103, 106, 107 & 108

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

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

Niches Blocks 100 -155

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

Opening and Closing - Lots

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

Opening and Closing - Niche

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

Additional to above pricing:

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

Miscellaneous

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

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES

ANNEXATION (Standard)

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

BUILDING

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

TOTAL VALUATION

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

PERMIT FEE WORKSHEET

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

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

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

MECHANICAL PERMIT FEES

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

RESIDENTIAL/COMMERCIAL/INDUSTRIAL

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

MAPS

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

MAILING AND PUBLICATIONS

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

MISCELLANEOUS

Table A-33-A - Grading Plan Review Fees

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

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

Table A-33-B - Grading Permit Fees¹

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

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

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

Road Closure/Lane Closure	\$150.00
Street/Plat Vacation	\$750.00
Off-Site Improvement Waiver	\$150.00

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

Special Pre-Application Meeting Requests	\$250.00 (1st Meeting No Charge, 2nd request \$250.00)
Floodplain Permit	\$50.00

SUBDIVISION

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

ZONING (Standard & Smart Code)

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

SPECIAL EVENTS

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

ELECTRICAL

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

PLUMBING

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

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

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

ATTACHMENT 5 - COMMUNITY DEVELOPMENT FEES (Continued)

IMPACT FEES

Type of Use	Parks	Public Safety	Streets	Multimodal	Fire/EMS	Total
Residential		Per Housing Unit				
Multi-Family	\$ 3,130	\$ 380	\$ 965	\$ 731	\$ 1,339	\$ 6,546
Single-Family	\$ 6,256	\$ 1,223	\$ 3,082	\$ 1,347	\$ 1,339	\$ 13,247
Non-Residential						
Commercial /Shopping Center	N/A	\$ 0.51	\$ 3.40	\$ 0.96	\$ 0.67	\$ 5.54
Office	N/A	\$ 0.20	\$ 1.32	\$ 0.37	\$ 0.67	\$ 2.57
Light Industrial	N/A	\$ 0.10	\$ 0.68	\$ 0.19	\$ 0.67	\$ 1.64
Manufacturing	N/A	\$ 0.08	\$ 0.53	\$ 0.15	\$ 0.67	\$ 1.43
Warehousing	N/A	\$ 0.03	\$ 0.23	\$ 0.07	\$ 0.67	\$ 1.00
Mini-Warehouse	N/A	\$ 0.03	\$ 0.20	\$ 0.05	\$ 0.67	\$ 0.96
Elementary School	N/A	\$ 0.26	\$ 1.75	\$ 0.48	\$ 0.67	\$ 3.17
Middle School/Junior High	N/A	\$ 0.27	\$ 1.82	\$ 0.52	\$ 0.67	\$ 3.28
High School	N/A	\$ 0.19	\$ 1.27	\$ 0.36	\$ 0.67	\$ 2.49
Day Care	N/A	\$ 0.64	\$ 4.30	\$ 1.21	\$ 0.67	\$ 6.82
Church	N/A	\$ 0.15	\$ 0.95	\$ 0.26	\$ 0.67	\$ 2.03
Assisted Living	N/A	\$ 0.09	\$ 0.57	\$ 0.16	\$ 0.67	\$ 1.48
Nursing Home	N/A	\$ 0.14	\$ 0.88	\$ 0.26	\$ 0.67	\$ 1.95
Recreational Community Center	N/A	\$ 0.59	\$ 3.83	\$ 1.12	\$ 0.67	\$ 6.20
Hotel (per room)	N/A	\$ 171.82	\$ 1,144.14	\$ 323.06	N/A	\$ 1,639.02
Hotel (per sq. foot)	N/A	N/A	N/A	N/A	0.67	\$ 0.67

ATTACHMENT 6 - PUBLIC SAFETY FEES

All Violations of Title 6 - Animal Control Violations

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

Animal Control Impound Fees

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

Animal Control Licenses

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

Police Department Fees and Fines

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

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

Use of Police Department Community Room

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

False Alarms Fees

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

Title 5 Fees

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

ATTACHMENT 7 - ADMINISTRATIVE FEES

Business Licenses & Regulations

Alcoholic Beverage Licenses

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

Media Department

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

City Hall Area Use Fee

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

Deposit

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

Miscellaneous

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

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

ATTACHMENT 9 - RECORDS & COPY FEES

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

Black and White Copies	\$0.05 per page (not to exceed 11"x17")
Color Copies	\$0.10 per page (not to exceed 8 1/2"x11")
DVD Copies	\$1.00 each
CD Copies	\$1.00 each
Photos	\$2.00 each per 8 1/2"x10" or smaller image
VHS Tape (PD)	\$2.00 each
Oversized Documents (greater than 11"x17")	Net cost of duplication by outside vendor
Records examination oversight (for services beyond 2 hours in any calendar year)	Lowest hourly wage plus benefited amount (25% of wage) of any employee qualified to assist in the records research and oversight
Examination for redaction of confidential information	Lowest hourly wage plus benefited amount (25% of wage) of any employee qualified to assist in the records research and oversight. Legal services concerning redaction examination shall be charged at actual cost charged to City by qualified counsel whether prosecutor (employee - actual wage plus 25% benefits) or City attorney's office (contract counsel at actual billed rate)

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

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

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

ATTACHMENT 9 - RECORDS AND COPY FEES (Continued)

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

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 04/04/2023

DATE: 03/28/2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Field Herrington

SUBJECT: ORDINANCE TO ADOPT TECHNICAL MEMORANDUM FOR INTERIM UPDATE TO DEVELOPMENT IMPACT FEES

ITEM AND RECOMMENDED ACTION:

A public hearing was held to consider public comments on adopting a new impact fee report and impact fee ordinance that resulted in increased impact fees. The City Council must adopt the ordinance in order to adopt the updated fee report.

Staff recommends adoption of the Impact Fee Ordinance

DISCUSSION:

Under state law, the earliest the revised fees can take effect is 30 days after the adoption of the ordinance. In order to give those who have been working on permit applications time to complete their applications prior to the new fees taking effect, the Council is asked to consider making the fees effective beginning May 4th.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

This item was reviewed on 2/21/2023

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

BUDGET CODE:

ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REVISING THE DEVELOPMENT IMPACT FEE CHAPTER OF THE POST FALLS MUNICIPAL CODE; AMENDING SECTION 19.04.130 TO ADOPT A NEW TECHNICAL MEMORANDUM THAT INCLUDES AN INTERIM UPDATE TO DEVELOPMENT IMPACT FEES; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

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

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

SECTION 1. That Post Falls Municipal Code Section 19.04.130 is amended as follows:

19.04.130: ADOPTION OF ADDENDUM A:

Addendum A entitled the "Capital Improvement Plans and Development Impact Fee Report" prepared by TischlerBise, dated March 19, 2021, along with all footnotes, exhibits, appendices, addenda, and other attachments referenced therein, and the technical memorandum entitled "City of Post Falls Development Impact Fee Interim Update" prepared by TishlerBise, dated November 11, 2022, all of which are by this reference incorporated herein as if set forth fully, herein, is hereby adopted as the technical foundation upon which Post Falls development impact fees are to be based. A description of acceptable levels of service for system improvements are described in the reports.

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

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

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

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

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Post Falls at a regular session of the City Council on March ___ 2023.

APPROVED, ADOPTED and SIGNED this day of March, 2023.

Ronald G. Jacobson, Mayor

ATTEST:

Shannon Howard, City Clerk

SUMMARY OF POST FALLS ORDINANCE NO. [Category]

AN ORDINANCE OF THE CITY OF POST FALLS, KOOTENAI COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REVISING THE DEVELOPMENT IMPACT FEE CHAPTER OF THE POST FALLS MUNICIPAL CODE; AMENDING SECTION 19.04.130 TO ADOPT A NEW TECHNICAL MEMORANDUM THAT INCLUDES AN INTERIM UPDATE TO DEVELOPMENT IMPACT FEES; PROVIDING THAT REMAINING SECTIONS OF POST FALLS CITY CODE SHALL REMAIN IN EFFECT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

The City of Post Falls, Kootenai County Idaho hereby gives notice of the adoption of Post Falls Ordinance No. [Category], which provides for amendment of the Development Impact Fee Chapter of Post Falls Municipal Code and adopts the updated technical memorandum; providing repeal of conflicting ordinances and providing severability. The ordinance is effective upon publication of this summary. The full text of Ordinance No. [Category] is available at Post Falls City Hall, 408 Spokane Street, Post Falls, ID 83854 in the office of the City Clerk. Dated this ____ day of March, 2023.

/s/
Shannon Howard, City Clerk

STATEMENT OF LEGAL ADVISOR

I, Warren J. Wilson, the legal advisor for the City of Post Falls, I have examined the attached summary of Ordinance No. [Category], which provides for amendment of the Development Impact Fee Chapter of Post Falls Municipal Code and adopts the updated technical memorandum, and find it to be a true and complete summary of said ordinance and provides adequate notice of the contents to the public.

Dated this ____ day of March, 2023.

Warren J. Wilson, City Attorney

CITY OF POST FALLS
AGENDA REPORT
Ordinance & Resolutions
MEETING DATE: 04/04/2023

DATE: 03/30/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Jason Faulkner
SUBJECT: Budget Amendment #2

ITEM AND RECOMMENDED ACTION:

Approved as presented.

DISCUSSION:

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

3/21/2023

APPROVED OR DIRECTION GIVEN:

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$153,193,332

BUDGET CODE:

N/A

CITY OF POST FALLS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF POST FALLS, IDAHO, AMENDING THE ANNUAL APPROPRIATION ORDINANCE 1476 FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, TO REFLECT THE RECEIPT OF UNSCHEDULED REVENUES AND TO AUTHORIZE EXPENDITURE OF PREVIOUSLY UNBUDGETED FUND BALANCE, INCREASING AND ESTABLISHING THE APPROPRIATIONS FOR EXPENDITURES IN VARIOUS DEPARTMENTS AND FUNDS, PROVIDING THAT THE TAX LEVY UPON TAXABLE PROPERTY WITHIN THE CITY IS NOT AFFECTED HEREBY, PROVIDING THAT ALL ORDINANCES IN CONFLICT HEREWITH ARE SUPERSEDED BY THIS ORDINANCE TO THE EXTENT OF SUCH CONFLICT, AND PROVIDING THAT THE ORDINANCE SHALL BE EFFECTIVE UPON ITS PUBLICATION DATE.

Section 1. That the sum of \$7,890,214 from unexpected revenues and unappropriated fund balances, be, and the same is hereby appropriated to defray the additional necessary expenses and liabilities of the City of Post Falls, Kootenai County, Idaho for the fiscal year beginning October 1, 2022, thereby amending and superseding prior appropriations contained in Ordinance 1476 of the City.

Section 2. Purposes and Amounts of Appropriation. That the objects and purposes for which such additional appropriations are made, and the amounts of such supplemental appropriations are as follows, after accounting for receipt of unscheduled revenues and authorizing expenditure of previously unappropriated fund balances:

ADDITIONAL REVENUES/FUNDING RESOURCES

GENERAL FUND:		
FUND BALANCE REBUDGETED	\$	7,890,214
TOTAL GENERAL FUND RESOURCES		<u>7,890,214</u>
TOTAL PROPOSED REVENUES.....	\$	7,890,214

ADDITIONAL EXPENDITURES AUTHORIZED

GENERAL FUND:		
PARKS	\$	582,446
STREETS		1,307,768
GENERAL FUND DEDICATED ACCOUNTS:		
ANNEXATION FEE ACCOUNT		-
TOTAL GENERAL FUND		<u>1,890,214</u>
CAPITAL PROJECTS FUNDS:		
FACILITY RESERVE ACCOUNT		<u>6,000,000</u>
TOTAL CAPITAL PROJECTS FUND EXPENSE		6,000,000

TOTAL PROPOSED EXPENDITURES..... \$ 7,890,214

Section 3. Tax Levy unaffected. That the tax levy established for the City of Post Falls for the Fiscal year beginning October 1, 2022, shall be unaffected by this ordinance.

Section 4. Amendment of Prior Appropriation Ordinance. That all ordinances or parts of ordinances in conflict with this ordinance are hereby amended and superseded to the extent of such conflict to conform to the appropriations made by this ordinance. The total appropriated expenditures for the Fiscal year beginning October 1, 2022, as amended by this ordinance, shall be as follows:

AMENDED AUTHORIZED EXPENDITURES/EXPENSES

GENERAL FUND:

ADMINISTRATION	
FINANCE	
CITY CLERK	
LEGAL SERVICES	
COMMUNITY DEVELOPMENT	
SAFETY	
PUBLIC WORKS	
PARKS & RECREATION	
CAPITAL IMPROVEMENTS/CONTRACTS	
PERSONNEL	
PERSONNEL POOL	
ANNEXATION FEE ACCOUNT	
TOTAL GENERAL FUND.....	55,846,023

SPECIAL REVENUE FUNDS:

COMPREHENSIVE LIABILITY INSURANCE	
STREET LIGHTS	
911 SUPPORT	
DRUG SEIZURE	
SPECIAL EVENTS	
CEMETERY CAPITAL IMPROVEMENT	
TOTAL SPECIAL REVENUE FUND EXPENDITURES.....	1,647,066

CAPITAL PROJECTS FUNDS:

FACILITY RESERVE ACCOUNT	
CAPITAL IMPROVEMENTS	
TOTAL CAPITAL PROJECTS FUND EXPENDITURES.....	22,463,847

DEBT SERVICE FUNDS:

LID DEBT SERVICE	
TOTAL DEBT SERVICE FUND EXPENDITURES.....	528,150

ENTERPRISE FUNDS:

SEWER	
SANITATION	
WATER	
TOTAL ENTERPRISE FUND EXPENSES.....	72,708,246

TOTAL ALL FUND EXPENDITURES/EXPENSES..... 153,193,332

Section 5. This ordinance shall take effect and be in full force upon its passage, approval and publication of a summary of the ordinance in one issue of the Post Falls Press, a newspaper of general circulation in the City of

Post Falls, and the official newspaper of said City.

PASSED under suspension of the rules upon which a roll call vote was taken and duly enacted an ordinance of the City of Post Falls, Kootenai County, Idaho at a convened meeting of the City of Post Falls City Council held on the 21st day of March, 2023.

RONALD G. JACOBSON, MAYOR

ATTEST:

SHANNON HOWARD, CITY CLERK

CITY OF POST FALLS
AGENDA REPORT
New Business
MEETING DATE: 04/04/2023

DATE: 03/28/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Craig Borrenpohl
SUBJECT: Fisher Lift Station Replacement Engineering Report and Site Survey

ITEM AND RECOMMENDED ACTION:

City Council approves and authorizes the Mayor to sign the contract with Welch Comer to develop a preliminary engineering report and station site layout for a new Fisher Lift Station.

DISCUSSION:

The 2019 Collection System Master Plan identified the need to construct a new regional Fisher Lift Station to receive future flows from the Prairie Falls II, Grayling, and future lift station basins north. The project was listed in within the list of improvements to be completed within five years.

The proposed contract will complete the initial steps of the larger replacement project. A preliminary engineering report will be developed to inform the design requirements of the regional lift station and meet regulatory requirements. The site survey portion of the contract will allow for selection and recording of a suitable replacement location for the site. It is anticipated the purchase of land from a nearby property owner will be required for the replacement lift station and completion of the survey services will allow for negotiation with landowners on finalizing the purchase.

This contract does not include consulting services for the lift station design or construction oversight. Contracts for these future activities will be brought before City Council prior to commencement of that work.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

2019 Collection System Master Plan

APPROVED OR DIRECTION GIVEN:

Adopted by Council

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$37,145

BUDGET CODE:

652-463.3232.95520

CITY OF POST FALLS:

City of Post Falls Idaho
408 N. Spokane Street
Post Falls, ID 83854

City Contract Administrator: John Beacham, Public Works Director. Phone: (208) 457-3374
Email: jbeacham@postfallsidaho.org

City Project Manager: Craig Borrenpohl, Utilities Manager. Phone: (208) 262-7374
Email: cborrenpohl@postfalls.gov.

CONSULTANT:

Welch Comer & Associates, Inc.
330 E. Lakeside Ave, Ste 101, Coeur d'Alene, ID 83814
Firm Project Manager: Steve Cordes, P.E., Principal, Phone: (208) 664-9382
Email: scordes@welchcomer.com

THIS AGREEMENT made and entered into by and between City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "**City**," and Welch Comer & Associates, Inc. having offices for the transaction of business at 330 E. Lakeside Ave, Ste 101, Coeur d'Alene, ID 83814 hereinafter referred to as the "**Consultant**" jointly, hereinafter referred to along with the City as the "Parties."

WITNESSETH:

WHEREAS, the city wishes to relocate the existing Fisher Lift Station.

WHEREAS, the Consultant has been selected by the City to prepare such.

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

ARTICLE 1. SUBJECT AND PURPOSE

1.1. **PURPOSE:** The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth, which are generally described within **Exhibit "A"**, which is incorporated herein by this reference.

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. **PROJECT LOCATION:** This project is to be located in the City of Post Falls.

2.2. **SCOPE/STATEMENT OF WORK:** The Consultant will provide the professional services described in the Scope of Services attached hereto as **Exhibit "A"**, which is incorporated herein by reference. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. Work will be coordinated with the City Project Manager or their representative.

2.3. **PERSONNEL:** The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. It is expected that the Project Manager and other key employee(s) upon which the Consultant based its qualifications to perform the work will be the ones who perform the services on behalf of the Consultant. The Consultant's Project Manager and/or other key employee(s) may not be replaced without obtaining the City's approval, which will not be unreasonably withheld. The written request for substitution must describe why the action is being requested and be accompanied by the documentation for the person(s) as called for in the Request for Qualification's criteria section dealing with the competence of personnel and any applicable specialized experience. Based upon the City's review of the Consultant's documentation, and any supplemental information that may have been submitted at the City's request, the City, may at its sole option: (1) approve the Consultant's request in writing; or (2) deny the Consultant's request and call for other substitute(s) or replacement(s) to be submitted for review; or (3) terminate this Agreement for cause and remove the Consultant from the project.

2.4. **ASSIGNABILITY:** The Consultant may not assign or transfer any interest in this Agreement without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Likewise, the Consultant may not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

2.5. **RELATIONSHIP OF THE PARTIES:** The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

2.6. **TERM:** Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of the City, and subject to the City's approval a schedule for the performance of the Services which may be adjusted as the Project proceeds, shall be submitted for review and approval. The schedule shall include allowances for periods of time required for the City's review and for the receipt of submissions by authorities

having jurisdiction over the project.

ARTICLE 3. COMPENSATION

3.1. BASIS OF COMPENSATION: Consultant will be paid in accordance with **Exhibit “C”**. Total reimbursement to the Consultant, including reimbursable expenses, will not exceed \$32,300 without an Amendment approved in writing by both parties. Prices and rates 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. In the event the term of the Agreement extends beyond 18 months, the parties agree to attempt to negotiate an equitable adjustment to the Consultant’s compensation.

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

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

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

3.5. METHOD OF PAYMENT: The, City, in its sole discretion, may elect to make payment by warrant (check) or Automated Clearing House (ACH). The pricing submitted by the Consultant and accepted by the City is inclusive of applicable payment terms, as well as, any and all fees incurred by the Consultant through their financial institutions in accepting any of the above referenced payment methods. No additional fees or charges to the City shall apply, unless otherwise preapproved by the City.

3.6. FINAL INVOICE: In order for the Parties to close their books and records, the Consultant will state "final invoice" or other words to that effect on its final or last billing to the City for the work of the Agreement. Since this Agreement will thereupon be closed and any budget balances

deleted, the Consultant agrees that any further charges not properly included on this or previous billings will be waived in their entirety.

ARTICLE 4. INSURANCE

4.1. **INSURANCE:** The Consultant will maintain, at a minimum, the insurance coverage's set forth in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this contract may not commence until evidence of all required insurance is provided to, and approved by, the City Attorney. The Consultant's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the City. The policy must be endorsed and the certificate must reflect that the City of Post Falls is named as an additional insured on the Consultant's general liability policy with respect to activities under this Agreement. The policy must provide and the certificate must reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be City of Post Falls, 408 N. Spokane Street, Post Falls, Idaho 83854. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.

4.2. **GENERAL LIABILITY INSURANCE:** The Consultant must have Commercial General Liability Insurance with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage. The General Liability Insurance must state that City of Post Falls, its officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims.

4.3. **AUTOMOBILE INSURANCE:** The Consultant must carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Agreement. The policy must provide that it will not be canceled, materially changed, or renewed without forty-five (45) days written notice prior thereto to City of Post Falls.

4.4. **WORKERS COMPENSATION:** The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code and to provide proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number to the City. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant will indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability.

4.5. **PROFESSIONAL LIABILITY INSURANCE:** The Consultant will carry Professional Liability insurance coverage in the minimum amount of \$500,000.00.

4.6. **FAILURE TO COMPLY:** Failure of the Consultant to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement and could be cause for immediate termination of the Agreement at the City's sole discretion. Alternatively, the City may procure and maintain, at the Consultant's sole expense, insurance up to the amount of the required coverage(s). The City may offset the cost of such insurance against any payment due to the Consultant due for work performed under this Agreement.

ARTICLE 5. CONTRACT TERMINATION

5.1. **TERMINATION BY CONSULTANT:** This Agreement may be terminated by the Consultant upon thirty (30) days' prior written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of this Agreement through no fault of the Consultant.

5.2. **TERMINATION BY CITY:** This Agreement may be terminated by the City with or without cause immediately upon written notice to the Consultant. In the event of termination of a Contract through no fault of the Consultant, the City agrees to pay the Consultant for services rendered to the City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon an itemized breakdown and documentation by the Consultant that services have been performed to the date of termination and acceptance of said documentation by the City. In the event of termination for cause, the Consultant, must reimburse the City for all reasonable costs associated with the replacement of the Consultant with a different entity to complete the work that is the subject of this Agreement.

5.3. **CLOSE-OUT OF WORK:** Immediately after sending a Termination Notice to the City or receiving a Termination Notice from the City, and except as otherwise directed by the City the Consultant must:

- (1) Stop work on the date and to the extent specified; and
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and
- (3) Transfer all work in process, completed work, and other material related to the terminated work to the City; and
- (4) Continue and complete all parts of the work that have not been terminated.

ARTICLE 6. INDEMNIFICATION

6.1. **CONSULTANT TO INDEMNIFY CITY:** The Consultant agrees to indemnify, defend (at the city's sole option), and hold the City harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties to the extent arising from, resulting from, a negligent act, error or omission of the Consultant performed under this Agreement by the Consultant, its agents or employees to the fullest extent permitted by law. The Consultant's duty to indemnify the City shall not apply to liability for damages arising out of

bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents or employees. The Consultant's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the City, its agents or employees, and (b) Consultant, its agents or employees shall apply only to the extent of negligence of the Consultant or its agents or employees. Consultant's duty to defend (at the city's sole option), indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses. Consultant's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of Consultant's actual, proportional indemnity obligation as determined by a court of law.

6.2. PROFESSIONAL LIABILITY: The Consultant's professional liability to the City (including Consultant's officers, directors, employees and agents) is limited to the amount of five hundred thousand dollars (\$500,000). In no case will the Consultant's professional liability to third parties be limited in any way. This limitation applies to all lawsuits, claims or actions identified under any legal theory related to Consultant's services under this Agreement and any continuation or extension of such services.

6.3. U.C.C., LIENS, ETC. The Consultant's indemnification shall specifically include all claims for loss or liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

7.1. CITY OWNS INSTRUMENTS OF SERVICE: Drawings and other documents, including those in electronic form, prepared by the Consultant and Consultant's subcontractors are Instruments of Service. The City shall own all rights, title and interest in all of the Instruments of Service and all of the other materials conceived or created by the Consultant or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the Consultant under this Agreement shall be the property of the City whether or not the project is completed, or this Agreement is canceled prior to expiration.

7.2. CONSULTANT TO ASSIGN RIGHTS: The Consultant hereby assigns to the City all rights, title and interest to the Materials. The Consultant will, upon request of the City, execute all papers and perform all other acts necessary to assist the City to obtain and register copyrights, patents or other forms of protection provided by law for the Materials such work being at additional

expense to the City. The Materials created under this Agreement by the Consultant, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to the City by the Consultant, its employees and any subcontractors, and the Consultant shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the Consultant's obligations under this Agreement without the prior written consent of the City's Designated Representative except that the Consultant may retain copies necessary for record keeping, documentation and other such business purposes related to the Agreement.

7.3. STANDARD ELEMENTS: The foregoing shall not be construed to mean that the City shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the Consultant, in standard elements found in the Materials (such as standard details) generated and authored by the Consultant for its regular, repeated and ongoing use in designs, plans and drawings for its customers in the regular course of its business. The City further waives any claim it might have against the Consultant for errors or omissions arising specifically from changes made by the City or others to the Materials after the completion of the work provided by this Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the City or others.

7.4. INFRINGING ON OTHERS INTELLECTUAL PROPERTY: The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend (at the City's sole option), the City at the Consultant's expense from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City, or to portions of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

7.5. FINDINGS CONFIDENTIAL: Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

7.6. MAINTENANCE OF RECORDS: The Contractor will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Contractor shall make available to the City, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Agreement

and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

7.7. APPROVAL OF DOCUMENTS: The City's approval of documents resulting from the services provided by the Consultant does not relieve the Consultant from its responsibility to comply with the standard of care for performance of its services set forth in this Agreement.

7.8. ARTICLE APPLICABLE TO SUBCONTRACTORS: The CONSULTANT shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

ARTICLE 8. GENERAL CONDITIONS

8.1. PAYMENT OF TAXES: This Contract is for the employment of the Consultant as an independent contractor. The Consultant acknowledges that they are an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement including but not necessarily limited to income and social security taxes.

8.2. ENFORCEMENT COSTS: If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

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

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

8.5. VENUE STIPULATION: This Agreement has and shall be construed as having been made and delivered in the State of Idaho, and the laws of the State of Idaho shall be applicable to the construction and enforcement of this Agreement or any provision hereto. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene, Kootenai County, Idaho and may not thereafter be removed to any other State or Federal Court. Each party shall be responsible for its own fees and costs.

8.6. WAIVER: No officer, employee, agent or otherwise of the City, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or a law shall be taken and construed as cumulative, that is, in addition to every other

remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Consultant of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City to hereafter enforce each and every such provision.

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

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

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

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

8.11. **NOTIFICATION:** All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by United States Mail to their respective addresses set forth above. All notices or other communications given hereunder and sent or delivered to the Party at the address set forth for such shall be deemed received: (1) when certified mail is deposited in the United States mail, postage prepaid; or (2) on the third day following the day on which the same have been mailed by first class delivery, postage prepaid; or (3) on the day such notices or other communications are received when sent by personal delivery, prepaid.

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

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

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

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

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

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

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

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

ARTICLE 9. CONTRACT DOCUMENTS

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

precedence will be in the order listed. An enumeration of the contract documents is set forth below:

1. This Agreement; and
2. Exhibit "A" Scope of Work; and
3. Exhibit "B" Nondiscrimination Requirements
4. Exhibit "C" Payment
5. Exhibit "D" Schedule

END OF ARTICLES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth herein above.

CITY OF POST FALLS

ATTEST:

Ronald G. Jacobson, Mayor

BY: _____
Shannon Howard
City Clerk

Date: April ____, 2023

CONSULTANT

Steve Cordes, P.E., Principal
Welch Comer & Associates, Inc.

Date: February 28, 2023

State of Idaho)
 : ss
County of KOOTENAI

On this 28 day of February 2023 before me, a notary for the State of Idaho, personally appeared Steve Cordes, P.E. who, being by me first duly sworn, declared that they is a Principal of Welch Comer & Associates, Inc. that they signed the foregoing document as the authorized officer of the corporation, and that all statements therein contained are true.

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

Sandra Sonnen
Notary Public for the State of Idaho
Residing at: DALTON GARDENS
My Commission Expires: 11-02-2024

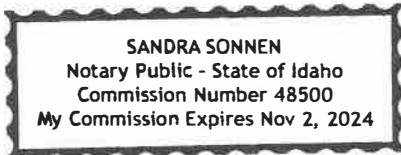


Exhibit A

City of Post Falls

Fisher Lift Station Relocation

Scope of Work

1. Project Description

- A. OWNER: City of Post Falls
- B. ENGINEER: Welch Comer & Associates, Inc.
- C. PROJECT: Fisher Lift Station Relocation
- D. DESCRIPTION: City wishes to relocate the existing Fisher Lift Station.

2. Survey Phase Services

Engineer will:

- A. Complete sufficient boundary research and field surveys to identify the pertinent monuments.
- B. Order a title report. Map title report and schedule B items from the report.
- C. Prepare legal and exhibit of lift station area.
- D. Set monuments at each corner of the lift station area.
- E. Prepare and file a record of survey.
- F. Conduct topographic survey of the lift station area along with pertinent information on the existing lift station.

3. Preliminary Engineering Phase Services

Engineer will:

- A. Review existing 2019 Wastewater Collection System Master Plan.
- B. Review existing lift station.
- C. Meet with City staff to determine design elements and visit existing lift station site.
- D. Meet with City Community Development department to determine setbacks and site constraints for new lift station.
- E. Prepare a preliminary engineering report (PER) meeting IDEQ requirements for lift stations.
- F. PER will include the following elements at a minimum:
 - 1. Current and projected flows
 - 2. Pump sizing

3. Wetwell sizing
 4. Overflow basin sizing
 5. Reliability/standby power analysis
- G. Review draft PER with City.
 - H. Submit PER to IDEQ for review.
 - I. Incorporate edits to PER as needed.

4. Assumptions:

- A. No modification to existing facility plan will be required.
- B. One (1) round of comments from IDEQ is assumed.
- C. Preparation of geotechnical report is excluded.
- D. Preliminary Design, Final Design, Bidding and Construction phase services are excluded but may be added by amendment.
- E. This parcel creation is exempt from the standard subdivision code and no formal subdivision process will occur.

Exhibit B Nondiscrimination Requirements

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Exhibit C
City of Post Falls
Fisher Lift Station Relocation
Payment

A. Lump Sum & Hourly Agreement

Payment for consulting services for the project shall be on the basis as listed below:

<u>Phase</u>	<u>Payment Type</u>	<u>Amount</u>
Survey Phase Services	Lump Sum	\$ 11,700
Preliminary Engineering Phase	Lump Sum	\$ 20,600

The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

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.

The maximum amount payable by the OWNER to the ENGINEER under this AGREEMENT, shall not exceed the amount shown above unless a supplemental agreement has been negotiated and executed by the OWNER prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

Partial payments shall be made upon request of the ENGINEER to cover the percentage of work completed and are not to be more frequent than monthly.

C. Final Payment

Final payment of any balance due the ENGINEER of the gross amount earned will be made promptly upon its verification by the OWNER after the completion of the work under this AGREEMENT contingent upon receipt of all bidding and construction documents, plans, maps, notes, reports, and other related documents which are required to be furnished under the AGREEMENT.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 2023.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C 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 will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C.

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)	\$0.585/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

**Exhibit D
City of Post Falls
Fisher Lift Station Relocation
Schedule**

SCHEDULE OF SERVICES TO BE PERFORMED:

ENGINEER will proceed with the PROJECT immediately upon authorization of OWNER. Following is a list of work tasks and the anticipated time for their completion.

- Right of Way/Survey Services: within 30 days of NTP
- Preliminary Engineering Phase Services: submittal of PER to City within 60 days of NTP

CITY OF POST FALLS
AGENDA REPORT
New Business
MEETING DATE: 04/04/2023

DATE: 03/28/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Robert Quinn
SUBJECT: CONSULTANT SERVICES FOR BLACK BAY PARK MAINTENANCE YARD
PARKING LOT

ITEM AND RECOMMENDED ACTION:

With the approval of the agenda item, City Council authorizes the mayor to sign the consulting services contract with T-O Engineers, LLC, and Ardurra Company for parking lot design for the north Black Bay park and the Parks Maintenance yard.

DISCUSSION:

The parks division is seeking design services for the north Black Bay parking lot, which will include improvements to the Park Maintenance facility yard. North Black Bay parking lot enhancements were recommended with the adopted 2019 Black Bay Vision Plan. These improvements are intended to create an enhanced park entrance, increase parking and finalize street frontage improvements along the property.

Additionally, with this scope, the design will address necessary upgrades to the park's maintenance facility outlined in the 2021 Post Falls Facility Needs Assessment. This design contract will assist in laying out future covered storage locations and ensuring proper elevations for stormwater management throughout the maintenance yard and Black Bay parking lot.

This contract is for design services only, and construction funding for the parking improvements will be submitted to the council for approval at a future date.

ITEM / PROJECT PREVIOUSLY REVIEWED BY COUNCIL ON:

N/A

APPROVED OR DIRECTION GIVEN:

N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING:

\$43,767

BUDGET CODE:

001-443.0000.62040

Title: Consulting Services for The City of Post Falls – Black Bay Park Maintenance Yard Parking Lot

Estimated Contract Value: \$43,767

Estimated Completion Date: December 30, 2023

Contract Type: Lump Sum – Engineering Design

CITY OF POST FALLS:

City of Post Falls Idaho

C/O City of Post Falls Public Services - Utilities Division

408 N. Spokane Street

Post Falls, ID 83854

City Contract Administrator: Jason Faulkner, Finance Director, Phone: (208)

773-3511 [Email: jfaulkner@postfallsidaho.org](mailto:jfaulkner@postfallsidaho.org)

City Project Manager: Robbie Quinn, Parks Department – Parks Planner, Phone: (208) 773-0539.

Email: rquinn@postfalls.gov

CONSULTANT:

T-O Engineers, LLC an Ardurra Company.

7950 N. Meadowlark Way, Suite A, Coeur d'Alene, ID 83815

Firm Project Manager: Zach Thompson, P.E., Phone: (208) 762-3644

Email: zthompson@ardurra.com

THIS AGREEMENT made and entered into by and between City of Post Falls, a political subdivision of the State of Idaho, having offices for the transaction of business at 408 N. Spokane Street, Post Falls, Idaho 83854, hereinafter referred to as the "City," and T-O Engineers, LLC., having offices for the transaction of business at 7950 N. Meadowlark Way, Suite A, Coeur d'Alene, Idaho, hereinafter referred to as the "Consultant" jointly, hereinafter referred to along with the City as the "Parties."

WITNESSETH:

WHEREAS, pursuant to the provisions of the Idaho Code, the City Council of Post Falls has determined a need to complete design for a new parking lot at their Parks Maintenance Building.; and

WHEREAS, the City has identified portions of key tasks in associated with improvements to Parks Department Maintenance Building Site.

WHEREAS, pursuant to Resolution 21-02 dated 1/19/21 this Agreement is made and entered into effective from the date attested by the City Clerk of the Board, by and between City of Post Falls, a political subdivision of the State of Idaho hereinafter known as the "City" having offices for the transaction of business as listed above and the "Consultant", as named, and having offices for the transaction of business as listed above, jointly, hereinafter referred to as the "Parties".

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

ARTICLE 1. SUBJECT AND PURPOSE

1.1. **PURPOSE:** The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth, which are generally described as consulting services to design a new parking lot and associated improvements at the Black Bay Park Maintenance Building.

ARTICLE 2. SCOPE OF WORK AND PERSONNEL

2.1. **PROJECT LOCATION:** This project is to be located adjacent at the existing Parks Department Maintenance Building Site, 1210 E 3rd Ave, Post Falls, ID.

2.2. **SCOPE/STATEMENT OF WORK:** The Consultant will provide the consulting services including design of a parking lot and associated stormwater and parking lot lighting. A more detailed Scope of Services is attached hereto as Exhibit "A", which is incorporated herein by reference. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. Work will be coordinated with the City Project Manager or his/her representative.

2.3. **PERSONNEL:** The Consultant represents that it has or will secure at its own expense all personnel required to perform its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. It is expected that the Project Manager and other key employee(s) upon which the Consultant based its qualifications to perform the work will be the ones who perform the services on behalf of the Consultant. The Consultant's Project Manager and/or other key employee(s) may not be replaced without obtaining the City's approval, which will not be unreasonably withheld. The written request for substitution must describe why the action is being requested and be accompanied by the documentation for the person(s) as called for in the Request for Qualification's criteria section dealing with the competence of personnel and any applicable specialized experience. Based upon the City's review of the Consultant's documentation, and any supplemental information that may have been submitted at the City's request, the City, may at its sole option: (1) approve the Consultant's request in writing; or (2) deny the Consultant's request and call for other substitute(s) or replacement(s) to be submitted for review; or (3) terminate this Agreement for cause and remove the Consultant from the project.

2.4. **ASSIGNABILITY:** The Consultant may not assign or transfer any interest in this Agreement without the prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Likewise, the Consultant may not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

2.5. **RELATIONSHIP OF THE PARTIES:** The Consultant shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Consultant's compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide

compliance with this Agreement but shall not supervise or otherwise direct the Consultant except to provide recommendations and to provide approvals pursuant to this Agreement.

2.6. **TERM:** Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of the City, and subject to the City's approval a schedule for the performance of the Services which may be adjusted as the Project proceeds, shall be submitted for review and approval. The schedule shall include allowances for periods of time required for the City's review and for the receipt of submissions by authorities having jurisdiction over the project.

ARTICLE 3. COMPENSATION

3.1. **BASIS OF COMPENSATION:** Consultant will be paid on a lump sum basis for design services and time and materials for construction administration services. The lump sum fee for design services to be provided is **\$43,767**. The portion of the lump sum that is invoiced monthly will be based on Consultant's estimate of percentage of scope of work completed. The portion of the time and materials that is invoiced monthly will be based on actual time spent at an hourly rate based on the rates listed in the Functional Fee Schedule, attached hereto as Exhibit "B".

3.2. **REIMBURSABLE EXPENSES:** Reimbursable expenses must have the prior written approval of the City. Reimbursable expenses will be billed at cost unless otherwise approved in writing by the Project Manager. Such reimbursable expenses are in addition to basic compensation addressed in Section 3.1 of this Article. Reimbursable expenses include expenses by the Consultant and the Consultant's employees in the interest of the Project. Ordinary expense charges will be based upon the Consultant's Billing Rates shown on the attached Exhibit "B".

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

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

3.5. **METHOD OF PAYMENT:** The, City, in its sole discretion, may elect to make payment by warrant (check), credit card (payment card or "P" card), Automated Clearing House (ACH) or Electronic Payment (E-payment or E-payables). The pricing submitted by the Consultant and accepted by the City is inclusive of applicable payment terms, as well as, any and all fees incurred by the Consultant through their financial institutions in accepting any of the above referenced payment

methods. No additional fees or charges to the City shall apply, unless otherwise preapproved by the City.

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

ARTICLE 4. INSURANCE

4.1. **INSURANCE:** The Consultant will maintain, at a minimum, the insurance coverage's set forth in this Article. Any exclusions must be pre-approved by the City of Post Falls Finance Department. Work under this contract may not commence until evidence of all required insurance is provided to, and approved by, the City Attorney. The Consultant's insurer must have a minimum A.M. Best's rating of A-VII and must be licensed to do business in the State of Idaho. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for the Consultant. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the City. The policy must be endorsed and the certificate must reflect that the City of Post Falls is named as an additional insured on the Consultant's general liability policy with respect to activities under this Agreement. The policy must provide and the certificate must reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability. Additionally, the policy must be endorsed and the certificate must reflect that the insurance afforded therein shall be primary insurance for the Consultant. The certificate holder shall be City of Post Falls C/O City of Post Falls Public Services - Utilities Division, 408 N. Spokane Street, Post Falls, Idaho 83954. Any insurance or self-insurance carried by the City shall be excess and not contributory insurance to that provided by the Consultant.

4.2. **GENERAL LIABILITY INSURANCE:** The Consultant must have Commercial General Liability Insurance with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury and fire damage. The General Liability Insurance must state that City of Post Falls, it's officers, agents and employees, and any other entity specifically required by the provisions of this Agreement will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims.

4.3. **AUTOMOBILE INSURANCE:** The Consultant must carry, for the duration of this Agreement, comprehensive automobile liability coverage of \$1,000,000.00 for any vehicle used in conjunction with the provision of services under the terms of this Agreement. The policy must provide that it will not be canceled, materially changed, or renewed without forty five (45) days written notice prior thereto to City of Post Falls.

4.4. **WORKERS COMPENSATION:** The Consultant agrees to maintain Workmen's Compensation coverage on all employees, including employees of subcontractors, during the term of this Agreement as required by Idaho Code and to provide proof of Worker's Compensation coverage by providing its State Industrial Account Identification Number to the City. Should the Consultant fail to maintain such insurance during the entire term hereof, the Consultant will indemnify the City against any loss resulting to the City from such failure, either by way of compensation or additional premium liability.

4.5. PROFESSIONAL LIABILITY INSURANCE: The Consultant will carry Professional Liability insurance coverage in the minimum amount of this Agreement or \$1,000,000.00, whichever is more.

4.6. FAILURE TO COMPLY: Failure of the Consultant to fully comply with the above insurance requirements during the term of this Agreement will be considered a material breach of this Agreement and could be cause for immediate termination of the Agreement at the City's sole discretion. Alternatively, the City may procure and maintain, at the Consultant's sole expense, insurance up to the amount of the required coverage(s). The City may offset the cost of such insurance against any payment due to the Consultant due for work performed under this Agreement.

ARTICLE 5. CONTRACT TERMINATION

5.1. TERMINATION BY CONSULTANT: This Agreement may be terminated by the Consultant upon thirty (30) days' prior written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of this Agreement through no fault of the Consultant.

5.2. TERMINATION BY CITY: This Agreement may be terminated by the City with or without cause immediately upon written notice to the Consultant. In the event of termination of a Contract through no fault of the Consultant, the City agrees to pay the Consultant for services rendered to the City's satisfaction up to the date of termination based upon actual costs and expenses incurred according to this Agreement. Payment will be based upon an itemized breakdown and documentation by the Consultant that services have been performed to the date of termination and acceptance of said documentation by the City. In the event of termination for cause, the Consultant, must reimburse the City for all reasonable costs associated with the replacement of the Consultant with a different entity to complete the work that is the subject of this Agreement.

5.3. CLOSE-OUT OF WORK: Immediately after sending a Termination Notice to the City or receiving a Termination Notice from the City, and except as otherwise directed by the City the Consultant must:

- (1) Stop work on the date and to the extent specified; and
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated work; and
- (3) Transfer all work in process, completed work, and other material related to the terminated work to the City; and
- (4) Continue and complete all parts of the work that have not been terminated.

ARTICLE 6. INDEMNIFICATION

6.1. CONSULTANT TO INDEMNIFY CITY: The Consultant agrees to indemnify, defend (at the city's sole option), and hold the City harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties to the extent arising from, resulting from, a negligent act, error or omission of the Consultant performed under this Agreement by the Consultant, its agents or employees to the fullest extent permitted by law. The Consultant's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the City, its agents or employees. The

Consultant's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence or (a) the City, its agents or employees, and (b) Consultant, its agents or employees shall apply only to the extent of negligence of the Consultant or its agents or employees. Consultant's duty to defend (at the city's sole option), indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorney's fees, court costs and all other claim-related expenses. Consultant's defense obligation under the indemnity paragraph shall include only the reimbursement of reasonable defense costs to the extent of Consultant's actual, proportional indemnity obligation as determined by a court of law.

6.2. PROFESSIONAL LIABILITY: The Consultant's professional liability to the City (including Consultant's officers, directors, employees and agents) is limited to the amount payable under this Contract or one million dollars (\$1,000,000), whichever is less. This limitation applies to all lawsuits, claims or actions identified under any legal theory related to Consultant's services under this Agreement and any continuation or extension of such services.

6.3. U.C.C., LIENS, ETC. The Consultant's indemnification shall specifically include all claims for loss or liability because of wrongful payments under the Uniform Commercial Code, or other statutory or contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this contract or work performed or materials furnished directly or indirectly because of this contract.

ARTICLE 7. INSTRUMENTS OF SERVICE/RECORDS

7.1. CITY OWNS INSTRUMENTS OF SERVICE: Drawings and other documents, including those in electronic form, prepared by the Consultant and Consultant's subcontractors are Instruments of Service. The City shall own all rights, title and interest in all of the Instruments of Service and all of the other materials conceived or created by the Consultant or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form (hereafter "Materials"). All finished or unfinished Materials prepared by the Consultant under this Agreement shall be the property of the City whether or not the project is completed or this Agreement is canceled prior to expiration.

7.2. CONSULTANT TO ASSIGN RIGHTS: The Consultant hereby assigns to the City all rights, title and interest to the Materials. The Consultant will, upon request of the City, execute all papers and perform all other acts necessary to assist the City to obtain and register copyrights, patents or other forms of protection provided by law for the Materials such work being at additional expense to the City. The Materials created under this Agreement by the Consultant, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to the City by the Consultant, its employees and any subcontractors, and the Consultant shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of the Consultant's obligations under this Agreement without the prior written consent of the City's Designated Representative except that the Consultant may retain copies necessary for record keeping, documentation and other such business purposes related to the Agreement.

7.3. STANDARD ELEMENTS: The foregoing shall not be construed to mean that the City shall acquire an exclusive possessory right, by copyright or otherwise, to the exclusion of the Consultant, in standard elements found in the Materials (such as standard details) generated and authored by the Consultant for its regular, repeated and ongoing use in designs, plans and drawings for its customers in the regular course of its business. The City further waives any claim it might have against the Consultant for errors or omissions arising specifically from changes made by the City or others to the Materials after the completion of the work provided by this Agreement. This waiver does not extend to errors or omissions in the Materials unrelated to any such changes by the City or others. Any materials under this agreement shall only be used for the intended project.

7.4. INFRINGING ON OTHERS INTELLECTUAL PROPERTY: The Consultant represents and believes that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. The Consultant shall indemnify and defend (at the City's sole option), the City at the Consultant's expense from any action or claim brought against the City to the extent that it is based on a claim that all or part of the Materials infringe upon the intellectual property rights of another. The Consultant shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this Agreement, amendments and supplements thereto, which are attributed to such claims or actions. This paragraph shall not apply to claims that arise from Materials specifically required by the City, or to portions of the Materials which the City directed the Consultant to include within said Materials. If such a claim or action arises, or in the Consultant's or the City's opinion is likely to arise, the Consultant will, at the City's discretion, either procure for the City the right or license to continue using the Materials at issue or replace or modify the allegedly infringing Materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

7.5. FINDINGS CONFIDENTIAL: Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

7.6. MAINTENANCE OF RECORDS: The CONSULTANT will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The CONSULTANT shall make available to the City, at any time during their normal operating hours, all records, books or pertinent information which the CONSULTANT shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

7.7. APPROVAL OF DOCUMENTS: The City's approval of documents resulting from the services provided by the CONSULTANT does not relieve the CONSULTANT from its responsibility to comply with the standard of care for performance of its services set forth in this Agreement.

7.8. ARTICLE APPLICABLE TO SUBCONSULTANTS: The CONSULTANT shall ensure that the substance of foregoing subsections is included in each subcontract for the Work under this Contract.

ARTICLE 8. GENERAL CONDITIONS

8.1. **PAYMENT OF TAXES:** This Contract is for the employment of the Consultant as an independent contractor. The Consultant holds that they are an independent contractor doing business as listed above and is solely responsible for paying any and all taxes associated with the work of this Agreement including but not necessarily limited to income and social security taxes.

8.2. **ENFORCEMENT COSTS:** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

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

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

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

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

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

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

8.9. **RECOVERY OF FUNDS:** Whenever, under the Agreement, any sum of money shall be recoverable

from or payable by the Consultant to the City, the same amount may be deducted from any sum due to the Consultant under the Contract or under any other contract between the Consultant and the City including reasonable attorney fees and or any other collection costs. The rights of City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Consultant.

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

8.11. NOTIFICATION: All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by United States Mail to their respective addresses set forth above. All notices or other communications given hereunder and sent or delivered to the Party at the address set forth for such shall be deemed received: (1) when certified mail is deposited in the United States mail, postage prepaid; or (2) on the third day following the day on which the same have been mailed by first class delivery, postage prepaid; or (3) on the day such notices or other communications are received when sent by personal delivery, prepaid.

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

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

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

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

8.16 NONDISCRIMINATION: The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant shall

keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the City may require. The Consultant further agrees to comply with all the Nondiscrimination Requirements contained in **Exhibit “C”**, which by this reference is incorporated herein.

ARTICLE 9. CONTRACT DOCUMENTS

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

1. Change Orders; and
2. This Agreement; and
3. Exhibit “A” Scope of Services and Project Budget; and
4. Exhibit “B” Functional Fee Schedule; and
5. Exhibit “C” Nondiscrimination Requirements;
6. Exhibit “D” Additional State Requirements
7. Exhibit “E” Subconsultant Scope of Work

END OF ARTICLES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year set forth herein above.

MAYOR OF POST FALLS, IDAHO

ATTEST:

Ronald G. Jacobson, Mayor

BY:

Shannon Howard, City Clerk

Dated

CONSULTANT

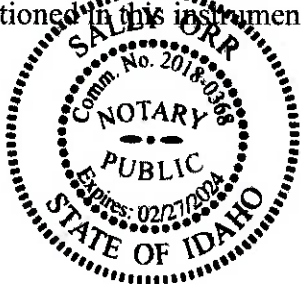
By: Patrick Colwell

PATRICK COLWELL
(print name)

Title: OPERATIONS DIRECTOR, NW

(for CONSULTANT Signature)

I certify that I know or have satisfactory evidence that the above Patrick Colwell is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged as the authorized agent for the CONSULTANT to be the free and voluntary act of CONSULTANT for the uses and purposes mentioned in this instrument.



NOTARY

STATE OF Idaho

CITY OF Canyon

)
) ss.

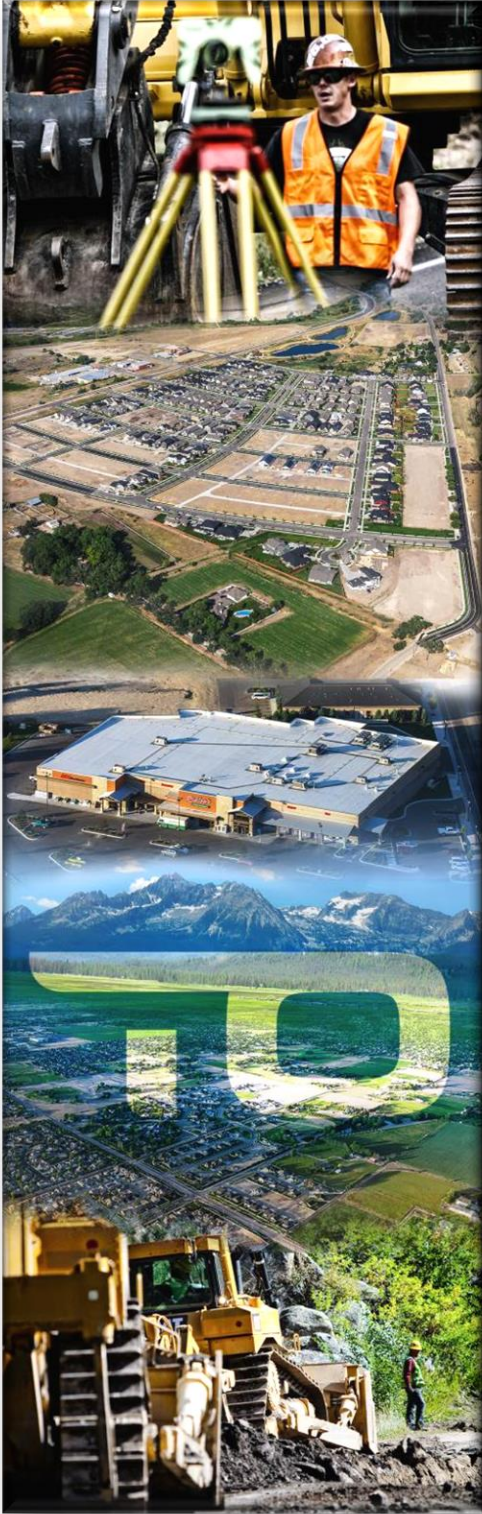
DATED this 27th day of February, 2019²³

Sally Orr
Notary Signature

Notary Public In And For The State Of Idaho

residing at Nampa, Idaho

My commission expires 2-27-24



Parks Black Bay Maintenance Yard Parking Lot

EXHIBIT A SCOPE OF SERVICES AND PROJECT BUDGET FOR THE CITY OF POST FALLS

Presented To:

Robbie Quinn
Parks Planner
City of Post Falls
408 N. Spokane Street
Post Falls, Idaho 83854

Presented By:

Zach Thompson, P.E.
Project Manager



T·O ENGINEERS

An  ARDURRA Company

CONSULTING ENGINEERS, SURVEYORS AND PLANNERS
7950 N. MEADOWLARK WAY, SUITE A
COEUR D'ALENE, IDAHO 83815
208-762-3644 • FAX 208-762-3708

February 22, 2023

Post Falls Black Bay Park Maintenance Yard Parking Lot

T-O ENGINEERS is pleased to have the opportunity to present this scope of work and fee estimate to the City of Post Falls for design services for design services of parking lot for the Black Bay Maintenance Yard Parking Lot.

SCOPE OF WORK

The City of Post Falls is implementing improvements to their existing gravel parking lot at the Parks Department Black Bay Park Maintenance Yard. Improvements including paved parking, lighting, and associated stormwater improvements.

The following assumptions are made for this Scope of Services:

1. Adjustment or relocation of utilities is not expected.
2. The City shall be responsible for payment of all agency review and/or application fees.
3. Compaction testing services will be provided by the contractor.
4. The project will be designed such that there are two construction phases.
5. Attendance at City Council meetings is not included but can be added at the City's request.
6. Construction observation during construction is assumed to be 20 hours per week.
7. Contractor will be responsible for preparation of a SWPPP.
8. City Staff will provide Landscaping requirements and recommendations for disturbance of existing vegetation on the site. T-O will incorporate recommendations into the construction plans.
9. City Staff will provide coordination with the Public during design and construction.
10. The Contractor will provide Traffic Control Plans. Preparation of Traffic Control Plans is not included as part of this contract.

T-O proposes to provide the following engineering services to support the project.

1. Project Management and Coordination

Project Management: Conduct daily management of the project and administrative tasks of a general nature as required over the duration of the project. This task includes efforts for design coordination, quality control, communications, and general project management to maintain continuity and flexibility. This task also includes time for monthly billings and monitoring budget items.

Coordination with City of Post Falls: Submit two (2) design reviews to the City of Post Falls Parks Department representatives, Parks representative will be responsible for submitting to Utilities Division and Engineering for final approval. One submittal will be for preliminary design review. The second submittal will be for final design. Each submittal assumes time for addressing any comments provided by the City. This task also includes general coordination with City representatives throughout the duration of the project.

2. Preliminary Design:

Topographic/Boundary Survey and Base Mapping: T-O will conduct supplemental topographic and survey of the project site and modify base mapping previously prepared by T-O for use in design.

Survey Control: T-O will utilize the North American Datum of 1983 (NAD 83), 2011 adjustment, Idaho State Plane Coordinate System, West Zone horizontal datum projected to the ground and the North American Vertical Datum of 1988 (NAVD 88) using Geoid 18. T-O will set three (3) project control points on site to be used during construction. To comply with Idaho Code Title 55, Chapter 16, Paragraph 13, all published control and any boundary corner monuments that could be disturbed or destroyed during construction will be searched for and surveyed if existing. If monuments are found, they will be shown on the base map to be included in the project construction plans. If material discrepancies are found between the record boundary corner monuments and the surveyed boundary corner monuments or if any boundary corner monuments need to be set, a record of survey will be required to comply with Idaho code and additional fees may apply.

Preliminary Construction Drawings:

Preliminary design of the project. This item includes, preparation of the construction drawings showing aerial photos, approximate property lines, proposed modifications, demolition, new entrance driveways and existing utility locations based on City provided Record Drawings, site survey, and documents from other utility companies. Design includes provisions for ADA accessibility, striping, drainage, stormwater and erosion control plans, and site grading and paving limits. One (1) field visit is included. The preliminary design will be submitted to the City for review and conceptual approval prior to commencing with final design. One (1) joint review meeting with the Parks Department and City Engineering Division to review the details and construction drawings is included. Design of Electrical upgrades for lighting will be provided by AEI as a sub-consultant to T-O. (See Exhibit E).

3. Final Design, Bidding and Contract Documents

Specifications: Prepare Technical specifications for the project activities. One review and revision cycle is included to incorporate any comments the City has for the Final Design prior to City approval. Development of Electrical specifications will be provided by AEI as a sub-consultant to T-O. (See Exhibit E).

Final Construction Plans: Incorporate preliminary design comments from the City and prepare final construction plans and specifications. Plans will be prepared in adequate detail for bidding and construction. Design of Electrical upgrades will be provided by AEI as a sub-consultant to T-O. (See Exhibit E).

Stormwater Erosion and Sediment Control Plan and Report: Prepare erosion and sediment control plan and details for the project area. Prepare stormwater drainage report.

Bidding and Contract Documents: Prepare bidding and construction documents for the project elements. This includes preparation of bid schedules and associated quantities including engineers opinion of probable cost. Complete bid documents and specifications will be prepared and will refer to the requirements of the ISPWC and the City. Includes preparation of final quantity calculations

and engineer's opinion of probable construction costs. AEI will prepare an opinion of probable construction cost as a sub-consultant to T-O.

Final Design Review: The final construction plans and specifications will be submitted to the City for review.

Revise and Resubmit Contract Documents: One review and revision cycle is included to incorporate any comments the City has for the Final Design. Revise and resubmit for final City approval prior to bidding.

Estimated Fees and Expenses:

The lump sum fee for services to be provided is included in this scope of work. The portion of the lump sum that is invoiced monthly will be based on Consultant's estimate of percentage of scope of work completed. If approved in writing by the City, additional services, if required, will be billed on an hourly rate in accordance with the attached Functional Fee Schedule, Exhibit B.

1. Design Services - Tasks 1, 2, 3, 5 & 6 (Lump Sum)	\$ 43,767.00
Total	<u>\$ 43,767.00</u>

The following services are specifically excluded from this agreement, but may be added by written authorization of the Client:

- Master Planning and/or Capital Improvement Planning.
- Preparation of environmental studies such as wetlands delineation, biological assessment, endangered species documentation, environmental assessment, or environmental impact statements.
- Landscape design.
- Architectural or structural services.
- Laboratory fees.
- Preparation of a SWPPP.
- Legal services.
- Agency submittal fees, review fees or permit fees.
- Client inspired changes or unforeseen changes arising due to regulatory decisions.
- Any services, product or professional responsibility not specifically described above.



T·O ENGINEERS

An  ARDURRA Company

EXHIBIT ' B ' FUNCTIONAL FEE SCHEDULE PROFESSIONAL SERVICES Effective January 1, 2023

I. PERSONNEL	
Regional Manager/Director	\$260.00 - \$360.00 /hour
Project Manager	\$150.00 - \$330.00 /hour
Project Engineer	\$140.00 - \$240.00 /hour
Staff Engineer	\$105.00 - \$180.00 /hour
Environmental Specialist	\$105.00 - \$228.00 /hour
Aviation Planner	\$150.00 - \$300.00 /hour
Construction Manager	\$105.00 - \$192.00 /hour
GIS Specialist	\$100.00 - \$156.00 /hour
Inspector/Technician	\$85.00 - \$168.00 /hour
Information Technology	\$115.00 - \$150.00 /hour
Administrative	\$70.00 - \$180.00 /hour
II. LANDSCAPE ARCHITECT	
Landscape Architect	\$105.00 - \$150.00 /hour
III. SURVEYING	
Survey Manager	\$165.00 - \$270.00 /hour
Project Surveyor	\$165.00 - \$198.00 /hour
Survey Technician	\$80.00 - \$186.00 /hour
IV. SURVEY EQUIPMENT	
Aquatic Survey Vessel	\$200.00 /hour
GPS or Robotic Survey Equipment	\$75.00 /hour
Conventional Survey Equipment	\$25.00 /hour
GIS Data Logger	\$15.00 /hour
UAV Flight Charge	\$75.00 /flight
Drill and Generator	\$80.00 /day
V. COMPUTER SOFTWARE	
Property Database Research	\$50.00 /hour
Traffic Modeling Software	\$36.00 /hour
CADD and Other Technical Software	\$10.00 /hour
SMS Software	\$25.00 /hour
VI. REPRODUCTION	
In-House Reproduction	Hourly Labor Rates Apply
Outside Reproduction	Actual Cost + 10%
VII. MILEAGE	
Vehicle	0.65 - 0.75 /mile
ATV Vehicle	\$20.00 /hour
VIII. OTHER DIRECT CHARGES	
Direct costs for material or services incurred for the project	Actual Cost + 10%

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

Exhibit C
City of Post Falls
Nondiscrimination Requirements

This Attachment is to be inserted in every contract subject to Title VI of the Civil Rights Act of 1964 and associated Regulations.

During the performance of this contract, the contractor/consultant for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ITD or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- * Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- * Cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request ITD enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Exhibit D

Additional Requirements of the State of Idaho. The clauses contained in this Article are required by the State of Idaho. The inclusion of these clauses in this Agreement by the City does not indicate the City's support or opposition to these clauses nor Agreement by the City that these clauses are relevant to the subject matter of this Agreement. Rather, these clauses are included solely to comply with Idaho state law.

Boycotting Israel: CONSULTANT certifies that it is not currently engaged in, and will not, for the duration of this Agreement, engage in a boycott of the goods or services of the state of Israel or territories under its control as those terms are defined in the "Anti-Boycott Against Israel Act" (Idaho Code 67-2346).

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



1038 W. Davidson Avenue | Coeur d'Alene, ID 83814
208.666.4001 | Fax 208.666.4021 | www.aei-engineering.com

Exhibit E

February 22, 2023

T-O Engineers
7950 N. Meadowlark Way, Suite A
Coeur d' Alene, ID 83815

Attention: Mr. Zach Thompson, P.E.

Subject: Post Falls 1220 E. 3rd Ave. Parking Lot Lighting
Proposal for Electrical Engineering Services

Dear Zach:

Thank you for the opportunity to submit this proposal for electrical engineering services to assist T-O Engineers with the subject project. We have prepared this proposal and associated engineering fee estimate based on the information provided.

UNDERSTANDING OF PROJECT

City of Post Falls would like to complete design for their Parks Maintenance Yard future parking lot. AEI proposes to provide the lighting design portion of the project.

ASSUMPTIONS

1. An initial on-site project kick-off meeting will be required to discuss and determine the specific design requirements for the desired system improvements.
2. The required electrical plan drawings will be produced based on background drawings provided by T-O Engineers which show the intended location of the improvements.

STANDARDS

AEI Engineering Inc. shall perform this work in accordance with the applicable sections of the following standards organizations during the design of this project:

- NFPA No. 70 - National Electrical Code (NEC)
- Instrumentation Society of America (ISA)
- National Electrical Manufacturers Assoc. (NEMA)
- Underwriters Laboratories (UL)
- Institute of Electrical and Electronics Engineers (IEEE)

DOCUMENT FORMAT

All drawings will be prepared in AutoCAD Release 2023. All specifications will be prepared using Word for Windows.

SCHEDULE

AEI Engineering is prepared to begin work on this project upon notice to proceed and will work to support the project schedule.

PRICE AND TERMS OF COMPENSATION

AEI Engineering proposes to work on this project on a fixed fee basis in the amount of **\$3,500**. Invoices will be sent monthly, indicating percent complete and the total amount of the invoice. Invoices will be due and payable when received. A 1.75% fee will be added to the invoice after 60 days.

We appreciate this opportunity to provide our services to you and the City. After you have had a chance to review this proposal information, we would be happy to meet with you to discuss any questions, comments or concerns you may have. We look forward to working with you on this interesting project.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Raymond J. Watkins, P.E.

**CITY OF POST FALLS
AGENDA REPORT
NEW BUSINESS
MEETING DATE: April 4, 2023**

DATE: 3/27/2023
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: Andrew Arbini, Projects Division Manager
SUBJECT: Tertiary Treatment Upgrade - Contract Adjustment to Wigen Membrane Filtration

ITEM AND RECOMMENDED ACTION: City Council approves and authorizes the Mayor to sign the Change Order with Sletten Construction Companies adjusting the contract value relative to the Wigen pre-procured Membrane Filtration Equipment.

DISCUSSION: Circumstances beyond the control of the project team have led to significant increases in the raw materials and labor necessary to manufacture materials and equipment as part of the Tertiary Treatment Improvements project.

The City contracted with Wigen Water Technologies for the design and pre-procurement of the membrane filtration system during the design of the Tertiary Treatment Improvements project. The contract with Wigen was assigned to Sletten Construction Companies following the contract award in 2020. The contract with Wigen included a Cost Performance Index (CPI) intended to serve as the basis for calculating any cost escalation and defining responsibility between the parties. The assignability of the Agreement and which party is responsible for escalation, was largely based on completing intermediate milestones outlined in the contract.

Contractually, from the City's perspective, the amount of price escalation requested from Wigen is in-line with the CPI calculation. While the contractual language would point to the majority of this escalation as having occurred during the assignment to Sletten, It is less clear when factoring the timing in relation to the intermediate milestones and notices to the General Contractor. It is the Staff's recommendation that the city issue payment for the cost escalation to Sletten Construction in the amount of \$190,568.10. This cost adjustment to the contract is within the allocated contingency for the project.

The city has a long history of seeking to build partnerships and good business relationships with contractors. This change order provides an opportunity to resolve the cost escalation with Wigen Water Technologies and Sletten, providing certainty to the contractor, the supplier, and the City.

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

APPROVED OR DIRECTION GIVEN: N/A

FISCAL IMPACT OR OTHER SOURCE OF FUNDING: The value of the change order is \$190,568.10. Funding for the change order will come from the Tertiary Treatment Upgrade project budget. This increase is within the allocated contingency for the project.

BUDGET CODE: 651-463.3213.90015

SUPPORTING DOCUMENTS: Change Order with supporting documentation.

Change Order

No. 054

Date of Issuance: 3/20/2023

Effective Date: 3/20/2023

Project: WRF Tertiary Treatment Improvements	Owner: City of Post Falls	Owner's Contract No.:
Contract: WRF Tertiary Treatment Improvements		Date of Contract: August 13, 2020
Contractor: Sletten Construction Companies		Engineer's Project No.: 20-18-024

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Reference the **attached** documentation and CPI cost escalation request from Wigen Water Technologies. The City has negotiated and agreed to reimburse Sletten Construction for the escalation specified in section 6.01 of the Wigen Pre-Procured Membrane Filtration Equipment contract, totaling an increase to the Sletten contract of \$190,568.10.

Attachments (list documents supporting change):

- Email from Sarah Buesgens (Wigen Water Technologies) dated September 1, 2022.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$36,645,000.00

[Increase] [~~Decrease~~] from previously approved Change Orders No. 001 to No. 053:

\$842,905.34

Contract Price prior to this Change Order:

\$37,487,905.34

[Increase] [~~Decrease~~] of this Change Order:

\$190,568.10

Contract Price incorporating this Change Order:

\$37,678,476.44

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 750 _____

Ready for final payment (days or date): 780 _____

[Increase] [~~Decrease~~] from previously approved Change Orders No. 001 to No. 053:

Substantial completion (days): 23 _____

Ready for final payment (days): 23 _____

Contract Times prior to this Change Order:

Substantial completion (days ~~or date~~): 773 _____

Ready for final payment (days ~~or date~~): 803 _____

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion (days ~~or date~~): 0 _____

Ready for final payment (days ~~or date~~): 0 _____

Contract Times with all approved Change Orders:

Substantial completion (days ~~or date~~): 773 _____

Ready for final payment (days ~~or date~~): 803 _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: R. Michael Conn

By: _____

By: _____

Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Name: R. Michael Conn

Name: _____

Name: Kyle J Blunn

Print Name

Print Name

Print Name

Date: 3/20/23

Date: _____

Date: 3/20/2023

Approved by Funding Agency (if applicable):

Date: _____

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.



Quality
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SAI GLOBAL

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From: Sarah Buesgens <sarah.buesgens@wigen.com>
Sent: Thursday, September 1, 2022 12:01 PM
To: Kyle Blunn <kblunn@sletteninc.com>
Cc: Accounting <Accounting@wigen.com>; Paul Robinson <probinson@sletteninc.com>; Tim Farmer <tfarmer@sletteninc.com>; Rob Balock <rbalock@sletteninc.com> <rbalock@sletteninc.com>; Roxanne Leibrand <rleibrand@sletteninc.com>; Michael Bourke <michael.bourke@wigen.com>; Laurel Burke <laurel.burke@wigen.com>; Sarah Buesgens <sarah.buesgens@wigen.com>
Subject: Post Falls - CPI

Kyle,

Thank you for the conversation earlier today about the CPI at Post Falls. Per our conversation, I would like to request clarification on the CPI within our contract. The contract language is as follows:

6.01 The City shall pay Seller for furnishing the Goods and Special Services in accordance with the Contract Documents in current funds as follows:

C. The Contract Price for Membrane Units and Ancillary Equipment shall be remain valid for six hundred (600) days after the effective date of the Agreement. If the "Notice to Commence Fabrication" is issued after six hundred (600) days after the effective date of the Agreement (up to a maximum of three and a half (3.5) years as provided in Paragraph 2.03), the Contract Price will be adjusted through Change Order by the ratio of the Consumer Price Index (CPI) of the CPI of month that the "Notice to Commence Fabrication" is issued to the CPI of the month of six hundred (600) days after the Effective Date of the Agreement.

The Date of the Contract is 11/26/18. Six hundred days after this date would be 7/18/20. The Notice to Commence Fabrication was issued on 8/18/21. With these dates in mind, we are calculating the CPI to be at a 5.7% increase. See the attached document for how we arrived at that percentage.

My assumption is this percentage would be applied to the entire contract value that has been assigned to Wigen as outlined below.

	Value	CPI %	CPI Amount
Contract value with the City:	\$ 155,770.00	5.70%	\$ 8,878.89
Contract value with Sletten:	\$ 3,145,110.00	5.70%	\$ 179,271.27
Change Order:	\$ 42,420.00	5.70%	\$ 2,417.94
Total:			\$ 190,568.10

Please let me know next steps and if you require anything else from me in order to get the CPI accepted. If you have any questions, please let me know. Thank you!

Sarah Buesgens
 Director of Operations
 Wigen Water Technologies