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-parter 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
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

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

Mayor Ronald G. Jacobson
Councilors: Kerri Thoreson, Josh Walker, Joe Malloy, Nathan Ziegler, Lynn Borders, Kenny Shove

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

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

“Where opportunities flow and community is a way of life”
Calendar of Meetings & Events

Apr 1  
Apr 4  6:00 pm  April Fool’s Day
Apr 7  
Apr 8  1:00 pm  Good Friday
Apr 9  
Apr 11  5:30 pm  Easter Egg Hunt Extravaganza
Apr 18  5:00 pm  Easter
Apr 18  6:00 pm  Planning and Zoning Commission
Apr 8  1:00 pm  Easter Egg Hunt Extravaganza
Apr 11  5:30 pm  Easter
Apr 18  5:00 pm  City Council Workshop – Tiny Home Design Standards
Apr 18  6:00 pm  City Council
Apr 20  8:00 am  Urban Renewal Agency
Apr 22  
Apr 25  6:00 pm  Earth Day
Apr 29  
May 2  6:00 pm  Spring Residential Clean-Up/Recycle Day
May 9  5:30 pm  Planning and Zoning Commission
May 16  5:00 pm  City Council Workshop – Water Reclamation Facility Plan
May 16  6:00 pm  City Council
May 18  8:00 am  Urban Renewal Agency
May 23  6:00 pm  Parks and Recreation Commission
May 29  
Jun 6  6:00 pm  City business offices are closed in Observance of Memorial Day
Jun 19  
Jun 13  5:30 pm  Last Day of School
Jun 15  8:00 am  Planning and Zoning Commission
Jun 19  
Jun 20  5:00 pm  City Business offices are closed in Observance of Juneteenth
Jun 20  6:00 pm  City Council Workshop
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 warn 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
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.
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
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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
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.
Motion Carried

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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.
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.
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.
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.


5. CITIZEN ISSUES
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None

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

None

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.

None

8. EXECUTIVE SESSION
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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.
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
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## City of Post Falls

### Post Falls Check Approval

**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** | **Invoice #** | **Invoice Description** | **Account Number** | **Distribution Amount**
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VEN14762 | Scott Haen | APMWB | 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

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### Dept 415 Total: 995.79

### Dept: 418 Human Resources

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### Dept 418 Total: 344.69

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Dept 421 Total: 140,918.32

Dept: 424 Legal
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G095 Grace Tree Service
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W140 Western States Equipment
APMWB Check 320576 Shipping computer docking station to manufact 001-441.0000.63070 10.53

Dept: 442 Cemetery

VEN07745 Memorial Monuments & Vaults Inc
APMWB Check 101712 Febuary Headstones 001-442.0000.63760 7,363.00

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

F20 Fastenal Company
APMWB Check IDC0E176289 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
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Fund 652 Total: 17,422.41

Check Date: 4/5/2023

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- 320,018.78

## Fund 003 Total:
- 3,860.40

## Fund 007 Total:
- 918.12

## Fund 008 Total:
- 247.25

## Fund 037 Total:
- 2,268.80

## Fund 038 Total:
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$115,507.43
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 warn 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# VSRL255722  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: ______________________

__________________________________________________________
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 ______________________

__________________________________________________________
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

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 __________________________

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 68  MODEL# Wacker WP1550

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☑ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED 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 worn.

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# J312612766A 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 #____DEPT:8699F18P____ MODEL#____Redmax______

REASON FOR DISPOSAL (MANDATORY):
☐ ABANDONED IN PLACE
☒ DESTROYED / DISPOSED
☐ SOLD AT AUCTION
☐ SOLD
☐ TRADED IN
☐ OTHER:__________________________

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

☐ REPLACED
☐ USEFUL LIFE OF ASSET INCREASED

YES ___ NO ___

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

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 ____________

________________________
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# 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

(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: ______________________

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
☐ SOLD
☐ TRADED 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# 3652  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 __________________________________

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:

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 __________

________________________________________
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
☐ SOLD
☐ TRADED 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: 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 ________

(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 - Worn 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)
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: 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.

My Commission Expires: 06/21/2025

Notary Public

Page 3 of 5
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 Kootenal 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

LEGEND

- Tract Boundary
- Adjacent Parcel
- Perpetual Easement

BRC TPP POINTE LLC
Sewer Easement

PREPARED BY:
CIVIL ENGINEERING + SURVEYING
10718 South Backstead Lane, Suite 102, South Jordan, Utah 84095
Revised: February 15, 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:___________
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 .2.13 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 area 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.
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.
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:
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
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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>Sewer</td>
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<td>LF</td>
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<td>$186,432.00</td>
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<td>EA</td>
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<td>$45,050.00</td>
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<td></td>
<td>6&quot; Sewer Services</td>
<td>6</td>
<td>EA</td>
<td>$2,200.00</td>
<td>$33,000.00</td>
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**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
ADDITIONAL AGREEMENT
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.

<table>
<thead>
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<th>Quantity</th>
<th>Base Fee</th>
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<td>Swales and Drywells</td>
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<td>Drywell</td>
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<td>TOTAL</td>
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<td>$5,341.40</td>
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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
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.
STATE OF __________ )
) ss
County of __________)

On this ____ day of ____________________ 20___, before me, a Notary Public for the State of
______________, personally appeared ____________, the Developer of
_______________________, known or identified to me to be the person(s), who executed the foregoing
Addendum I to the Jacklin Hwy 41 Property Commercial Construction Improvement Agreement and
acknowledged to that they executed such Agreement.

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

Notary Public for State of __________
Residing at: ______________________
Commission Expires________________
CITY ACKNOWLEDGMENT

STATE OF IDAHO  )
   :ss
County of Kootenai  )

On this ___ day of _____________, 20__, before me, a Notary for the state of Idaho, personally appeared Ronald Jacobson and Shannon Howard, known, or identified to me to be the Mayor and City Clerk respectively, of the city of Post Falls, Kootenai County, Idaho, executing the 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: ______________
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.
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: ______________________________
STATE OF __________ )
COUNTY OF __________ )

On this ___ day of __________, 2023, personally appeared before me
____________________, the ________________ of the City of Post Falls, known to me to be the
person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she
executed the same for the purposes and consideration therein expressed, in the capacity therein stated
and as the act and deed of said municipality.

My commission expires:

____________________
Notary Public
Residing at ________________
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 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:

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

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:

<table>
<thead>
<tr>
<th>Service Size</th>
<th>Capitalization Fee</th>
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</thead>
<tbody>
<tr>
<td>3/4 - 1&quot;</td>
<td>$3,273.00</td>
</tr>
<tr>
<td>1&quot; (Commercial)</td>
<td>$5,455.00</td>
</tr>
<tr>
<td>1 1/2&quot;</td>
<td>$10,910.01</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$17,456.01</td>
</tr>
<tr>
<td>3&quot;</td>
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<td>4&quot;</td>
<td>$54,550.04</td>
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<tr>
<td>6&quot;</td>
<td>$109,100.08</td>
</tr>
<tr>
<td>8&quot;</td>
<td>$160,606.22</td>
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Use Fees:

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

A. BASE FEE FOR ALL USERS:

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<thead>
<tr>
<th>Meter Size</th>
<th>Monthly Fee</th>
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<tbody>
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<td>1&quot; or less</td>
<td>$12.44</td>
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<tr>
<td>1.5&quot;</td>
<td>$20.82</td>
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<tr>
<td>2&quot;</td>
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<td>6&quot;</td>
<td>$172.68</td>
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<tr>
<td>8&quot;</td>
<td>$298.91</td>
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</table>

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

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:  

Special Hauls:

<table>
<thead>
<tr>
<th>Special Hauls</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 YD compactor</td>
<td>$104.32</td>
</tr>
<tr>
<td>5 YD compactor</td>
<td>$123.27</td>
</tr>
<tr>
<td>6 YD compactor</td>
<td>$136.53</td>
</tr>
<tr>
<td>10 YD compactor</td>
<td>$161.20</td>
</tr>
<tr>
<td>4 YD delivery</td>
<td>$83.45</td>
</tr>
<tr>
<td>20 YD dump</td>
<td>199.11</td>
</tr>
<tr>
<td>30 YD delivery</td>
<td>83.45</td>
</tr>
<tr>
<td>30 YD dump</td>
<td>199.11</td>
</tr>
<tr>
<td>Roll off return trip</td>
<td>60.72</td>
</tr>
<tr>
<td>Roll off round trip</td>
<td>37.92</td>
</tr>
<tr>
<td>Roll off turn around</td>
<td>18.99</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Special Hauls</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 YD</td>
<td>$11.39</td>
</tr>
<tr>
<td>96 Gallon commercial</td>
<td>$41.73</td>
</tr>
</tbody>
</table>

Resolution No.  
Effective Date: 3
| 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
- 300 Gallon 2.12
- 400 Gallon 2.12
- 1 - 4 YD FL 2.12
- 1 - 4 YD RL $ 2.12
- 6 - 8 YD FL & RL 4.29
- 10 YD RL 4.78
- 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

Resolution No. Effective Date:
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.

**MISCELLANEOUSUTILITY FEES:**

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Shut Off Fee - Per Occurrence (City of Post Falls)</td>
<td>$35.00</td>
</tr>
<tr>
<td>Water Shut Off Fee - Per Occurrence (Ross Point Water Dist.)</td>
<td>$50.00</td>
</tr>
<tr>
<td>Pre-Treatment Sampling</td>
<td>Cost plus 15% admin fee</td>
</tr>
<tr>
<td>Dye Test</td>
<td>$50.00</td>
</tr>
<tr>
<td>Locate Disk (refundable on return)</td>
<td>$15.00</td>
</tr>
<tr>
<td>Meter Fee</td>
<td>Cost of Meter</td>
</tr>
<tr>
<td>Dig-in-fee</td>
<td>Cost of Labor and Equipment</td>
</tr>
</tbody>
</table>
**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.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth Competitive Basketball</td>
<td>$478.00</td>
<td>$495.00</td>
</tr>
<tr>
<td>Youth Rec. League Basketball</td>
<td>$45.00</td>
<td>$53.00</td>
</tr>
<tr>
<td>Men's Basketball League</td>
<td>$427.00</td>
<td>$459.00</td>
</tr>
<tr>
<td>Pre K - Kind. Instructional Basketball</td>
<td>$45.00</td>
<td>$53.00</td>
</tr>
<tr>
<td>Youth T-Ball</td>
<td>$45.00</td>
<td>$53.00</td>
</tr>
<tr>
<td>Youth Soccer</td>
<td>$45.00</td>
<td>$53.00</td>
</tr>
<tr>
<td>Youth Flag Football</td>
<td>$45.00</td>
<td>$53.00</td>
</tr>
<tr>
<td>Smart Start Flag Football</td>
<td>$55.00</td>
<td>$59.00</td>
</tr>
<tr>
<td>Adult Flag Football</td>
<td>$551.00</td>
<td>$592.00</td>
</tr>
<tr>
<td>Adult Volleyball Leagues</td>
<td>$220.00</td>
<td>$240.00</td>
</tr>
<tr>
<td>Adult Co-ed 4 Volleyball</td>
<td>$220.00</td>
<td>$240.00</td>
</tr>
<tr>
<td>Youth Dance (3 - 9 yrs.) - 9 wks.</td>
<td>$98.00</td>
<td>$98.00</td>
</tr>
<tr>
<td>Gymnastics (2 - 3 yrs.) - 5 wks.</td>
<td>$48.00</td>
<td>$48.00</td>
</tr>
<tr>
<td>Gymnastics (4 - 6 yrs.) - 5 wks.</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Martial Arts Classes - 4 wks.</td>
<td>$39.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Youth Triathlon Camp - wk.</td>
<td>$117.00</td>
<td>$117.00</td>
</tr>
<tr>
<td>Youth Golf Camp - wk.</td>
<td>$120.00</td>
<td>$135.00</td>
</tr>
<tr>
<td>Youth Basketball Camp - wk.</td>
<td></td>
<td>$87.00 Half Day</td>
</tr>
<tr>
<td>Youth Volleyball Camp - wk.</td>
<td>$119.00</td>
<td>$119.00</td>
</tr>
<tr>
<td>Mini Hawk Camp</td>
<td>$99.00</td>
<td>$99.00</td>
</tr>
<tr>
<td>Flag Football Camp</td>
<td>$145.00</td>
<td>$145.00</td>
</tr>
<tr>
<td>Youth Soccer Camp - wk.</td>
<td>$145.00</td>
<td>$145.00</td>
</tr>
<tr>
<td>Triathlon - Adult</td>
<td>$85.00</td>
<td>$165.00</td>
</tr>
<tr>
<td>Aerobatic Cheerleading - 10 wks.</td>
<td>$119.00</td>
<td>$119.00</td>
</tr>
<tr>
<td>Aerobics</td>
<td>$22.00 x 1 wk.</td>
<td>$22.00 x 1 wk.</td>
</tr>
<tr>
<td></td>
<td>$26.00 x 2 wk.</td>
<td>$26.00 x 2 wk.</td>
</tr>
<tr>
<td></td>
<td>$30.00 x 3 wk.</td>
<td>$30.00</td>
</tr>
<tr>
<td>Basketball, Open Gym</td>
<td>$5.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>Cross Country Skiing</td>
<td>$36.00 own gear</td>
<td>$36.00 own gear</td>
</tr>
<tr>
<td>Guitar, Intro. - 4 wks.</td>
<td>$52.00 rent gear</td>
<td>$52.00</td>
</tr>
<tr>
<td>Gym, Parent Tot - 4 wks.</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>Landscaping Class/Gardening</td>
<td>$30.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Running shoes &amp; Microbrews - 5K</td>
<td>$22.00</td>
<td>$22.00</td>
</tr>
<tr>
<td>Rock Climbing: outdoor</td>
<td>$40.00 over 21</td>
<td>$50.00</td>
</tr>
<tr>
<td></td>
<td>$150.00 Plus Equip</td>
<td>$150.00 Plus Equip</td>
</tr>
<tr>
<td>Activity</td>
<td>Cost 1</td>
<td>Cost 2</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>--------</td>
<td>----------------</td>
</tr>
<tr>
<td>Rock Climbing: indoor</td>
<td>$31.00</td>
<td>$31.00</td>
</tr>
<tr>
<td>Tennis, Individual</td>
<td>$50.00</td>
<td>(1.5 hr.)</td>
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<tr>
<td>Piano</td>
<td>$48.00</td>
<td>$48.00</td>
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<tr>
<td>Art in the Park</td>
<td>$34.00</td>
<td>$34.00</td>
</tr>
<tr>
<td>Summer Dance Camp</td>
<td>$60.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>Volleyball, Open Gym</td>
<td>$5.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>Youth Volleyball - Open Gym</td>
<td>$5.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>Yoga Class - 4 wks.</td>
<td>$39.00</td>
<td>$39.00</td>
</tr>
<tr>
<td>Youth Baseball</td>
<td>$45.00</td>
<td>$53.00</td>
</tr>
<tr>
<td>Youth Baseball - Smart Hitters</td>
<td>$49.00</td>
<td>$59.00</td>
</tr>
<tr>
<td>Youth Basketball</td>
<td>$45.00</td>
<td>$53.00</td>
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<tr>
<td>Youth Sponsorship</td>
<td>$275.00</td>
<td>$275.00</td>
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<tr>
<td>Youth Volleyball</td>
<td>$45.00</td>
<td>$53.00</td>
</tr>
<tr>
<td>Day Camp (K - 8th Grade) - wk.</td>
<td>$225.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>Pee Wee Camp - wk.</td>
<td>$165.00</td>
<td>$185.00</td>
</tr>
<tr>
<td>Wilderness Camp - wk.</td>
<td>$325.00</td>
<td>$325.00</td>
</tr>
<tr>
<td>JACC Arts Camp - wk.</td>
<td>$250.00</td>
<td>$250.00</td>
</tr>
<tr>
<td>Winter Day Kamp</td>
<td>$225.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>Spring Day Kamp</td>
<td>$225.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>Camp Extended Care - wk.</td>
<td>$100.00</td>
<td>$110.00</td>
</tr>
<tr>
<td>Camp Counselor In Training - wk.</td>
<td>$75.00</td>
<td>$75.00</td>
</tr>
<tr>
<td>Camp No School Days - day.</td>
<td>$55.00</td>
<td>$55.00</td>
</tr>
<tr>
<td>Golf Lessons - 5 wks.</td>
<td>$105.00</td>
<td>$105.00</td>
</tr>
<tr>
<td>Intro, To Bowling - 4 wks.</td>
<td>$39.00</td>
<td>$39.00</td>
</tr>
<tr>
<td>Photography Classes</td>
<td>$30.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>Snowshoe Classes</td>
<td>$36.00</td>
<td>$36.00</td>
</tr>
<tr>
<td>Spokane Chiefs Tickets</td>
<td>$25.00</td>
<td>$30.00</td>
</tr>
<tr>
<td>White Water Rafting Trips</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spokane River</td>
<td>$52.00</td>
<td>cost + 50%</td>
</tr>
<tr>
<td>Clark Fork River</td>
<td>$73.00</td>
<td>cost + 50%</td>
</tr>
<tr>
<td>Spokane or Clark Fork-Wine Taste</td>
<td>$73.00</td>
<td>cost + 50%</td>
</tr>
<tr>
<td>Ice Skating Lessons - 8 wks.</td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Hockey Lessons - 5 wks.</td>
<td>$70.00</td>
<td>$70.00</td>
</tr>
<tr>
<td>Preschool Workshops</td>
<td>$20.00</td>
<td>$20.00</td>
</tr>
<tr>
<td>Preschool - Discovery Art (4 wks.)</td>
<td>$40.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>Youth Volleyball - Competitive</td>
<td>$188.00</td>
<td>Team $214.00</td>
</tr>
<tr>
<td>Archery</td>
<td>$65.00</td>
<td>(6-12 yr. olds)</td>
</tr>
<tr>
<td>Pickleball Lessons</td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td>River City Basketball Tournament</td>
<td>$300.00</td>
<td>Team $300.00</td>
</tr>
<tr>
<td>Murder Mystery Party</td>
<td>$70.00</td>
<td>per person $70.00</td>
</tr>
<tr>
<td>Dodgeball Tournament</td>
<td>$110.00</td>
<td>Team $110.00</td>
</tr>
<tr>
<td>Volleyball Tournament</td>
<td>$110.00</td>
<td>$110.00</td>
</tr>
<tr>
<td>Daddy Daughter Program</td>
<td>$40.00</td>
<td>$40.00</td>
</tr>
</tbody>
</table>
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
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:

<table>
<thead>
<tr>
<th></th>
<th>Resident</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekend/</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Weekday</td>
<td>Holiday</td>
<td>Weekday</td>
</tr>
<tr>
<td>Family</td>
<td>$125.00</td>
<td>$250.00</td>
<td>$175.00</td>
</tr>
<tr>
<td>Non Profit</td>
<td>$150.00</td>
<td>$300.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>Business</td>
<td>$175.00</td>
<td>$350.00</td>
<td>$225.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th>Weekend/</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekday</td>
<td>Holiday</td>
<td>Weekday</td>
</tr>
<tr>
<td>Family</td>
<td>$100.00</td>
<td>$175.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Non Profit</td>
<td>$125.00</td>
<td>$200.00</td>
<td>$175.00</td>
</tr>
<tr>
<td>Business</td>
<td>$150.00</td>
<td>$225.00</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

Gazebo/Corbin Park/Falls Park/Syringa:

<table>
<thead>
<tr>
<th></th>
<th>Weekend/</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekday</td>
<td>Holiday</td>
<td>Weekday</td>
</tr>
<tr>
<td>Family</td>
<td>$50.00</td>
<td>$125.00</td>
<td>$100.00</td>
</tr>
<tr>
<td>Non Profit</td>
<td>$75.00</td>
<td>$150.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>Business</td>
<td>$100.00</td>
<td>$175.00</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

General Picnic Shelters:

<table>
<thead>
<tr>
<th></th>
<th>Weekend/</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Weekday</td>
<td>Holiday</td>
<td>Weekday</td>
</tr>
<tr>
<td>Family</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$35.00</td>
</tr>
<tr>
<td>Non Profit</td>
<td>$30.00</td>
<td>$55.00</td>
<td>$40.00</td>
</tr>
<tr>
<td>Business</td>
<td>$35.00</td>
<td>$60.00</td>
<td>$45.00</td>
</tr>
</tbody>
</table>

Trailhead Shelter
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.
Daily Fees:

<table>
<thead>
<tr>
<th></th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cars</td>
<td>$ 6.00</td>
<td>$ 10.00</td>
</tr>
<tr>
<td>RV</td>
<td>$ 15.00</td>
<td>$ 30.00</td>
</tr>
<tr>
<td>Boat Launch</td>
<td>$ 15.00</td>
<td>$ 30.00</td>
</tr>
<tr>
<td>Busses *</td>
<td>$ 50.00</td>
<td>$ 50.00</td>
</tr>
</tbody>
</table>

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

Season Pass **

<table>
<thead>
<tr>
<th></th>
<th>Resident</th>
<th>Non-Resident</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cars</td>
<td>$ 20.00</td>
<td>$ 50.00</td>
</tr>
<tr>
<td>Bus</td>
<td>$ 150.00</td>
<td>$ 150.00</td>
</tr>
</tbody>
</table>

** Each household within the City limits of Post Falls will receive one complimentary parking permit 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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Roadside</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>Middle</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Inner</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>Cremation Lot</td>
<td>$1,150.00</td>
</tr>
<tr>
<td>2nd Use Lot</td>
<td>Half of lot fee</td>
</tr>
</tbody>
</table>

Blocks 101, 103, 106, 107 & 108

| All lots | $2,500.00 |

Double depth lots are 1.5 X the lot cost

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Niche - Top</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>Niche - Middle</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>Niche - Bottom</td>
<td>$1,250.00</td>
</tr>
</tbody>
</table>

Niches Blocks 100 - 155

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Row A (top)</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>Row B</td>
<td>$1,700.00</td>
</tr>
<tr>
<td>Row C</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Row D</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Row E</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>Row F (bottom)</td>
<td>$1,300.00</td>
</tr>
</tbody>
</table>

### Opening and Closing - Lots

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Single depth</td>
<td>Weekdays</td>
</tr>
<tr>
<td>Double depth - 1st</td>
<td>Weekdays</td>
</tr>
<tr>
<td>Double depth - 2nd</td>
<td>Weekdays</td>
</tr>
<tr>
<td>Single depth/Top double</td>
<td>Saturday (No Sunday)</td>
</tr>
<tr>
<td>Double depth - 1st</td>
<td>Saturday (No Sunday)</td>
</tr>
</tbody>
</table>

Additional to above pricing:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>After 3 PM</td>
<td>$250.00</td>
</tr>
<tr>
<td>Winter Surcharge</td>
<td>$75.00</td>
</tr>
<tr>
<td>Holiday Weekend/Saturday</td>
<td>$450.00</td>
</tr>
</tbody>
</table>

### Opening and Closing - Niche

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekdays</td>
<td>$350.00</td>
</tr>
<tr>
<td>Saturday (No Sunday)</td>
<td>$650.00</td>
</tr>
</tbody>
</table>
Additional to above pricing:

<table>
<thead>
<tr>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 3 PM</td>
<td>$250.00</td>
</tr>
<tr>
<td>Holiday Weekend/Saturday</td>
<td>$450.00</td>
</tr>
</tbody>
</table>

**Miscellaneous**

<table>
<thead>
<tr>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Headstone Locations</td>
<td>$100.00</td>
</tr>
<tr>
<td>Setting Military Markers</td>
<td>$125.00</td>
</tr>
<tr>
<td>Setting Markers</td>
<td>$200.00</td>
</tr>
<tr>
<td>Moving Markers/Headstones</td>
<td>$200.00</td>
</tr>
<tr>
<td>Oversize Headstones</td>
<td>Based upon scope of job</td>
</tr>
<tr>
<td>Liners</td>
<td>2.5 X Cost</td>
</tr>
<tr>
<td>Deed Transfer</td>
<td>$75.00</td>
</tr>
<tr>
<td>Engraving</td>
<td>2.5 X Cost</td>
</tr>
<tr>
<td>Sell Lot Back to City</td>
<td>$75.00</td>
</tr>
<tr>
<td>Temporary Markers</td>
<td>2.5 X Cost</td>
</tr>
<tr>
<td>Markers</td>
<td>2.5 X Cost</td>
</tr>
<tr>
<td>Ancillary Items</td>
<td>2.5 X Cost</td>
</tr>
<tr>
<td>Memorial Tree</td>
<td>$750.00</td>
</tr>
</tbody>
</table>
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

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/Cover and Enclosure $20.00 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 Occuancy and Type of Construction

Basement - Finished $250.00 per sq. ft.
Basement - Unfinished $77.46 per sq. ft.
Pole Building Residential $20.00 per sq. ft.
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.
$500,001 to $1,000,000

$1,000,001 and up

$3,233.75 for the first $500,000 plus $4.75 for each additional $1,000, or fraction thereof, up to and including $1,000,000

$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”x35”): $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

<table>
<thead>
<tr>
<th>Cubic Yards Range</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 cubic yards or less</td>
<td>No fee</td>
</tr>
<tr>
<td>51 to 100 cubic yards</td>
<td>$35.00</td>
</tr>
<tr>
<td>101 to 1,000 cubic yards</td>
<td>$55.00</td>
</tr>
<tr>
<td>1,001 to 10,000 cubic yards</td>
<td>$75.00</td>
</tr>
<tr>
<td>10,001 to 100,000 cubic yards</td>
<td>$75.00 for the first 10,000 cubic yards + $40.00 for each additional 10,000 cubic yards or fraction thereof.</td>
</tr>
<tr>
<td>100,001 to 200,000 cubic yards</td>
<td>$435.00 for the first 100,000 cubic yards + $20.00 for each additional 10,000 cubic yards or fraction thereof.</td>
</tr>
<tr>
<td>200,001 cubic yards or more</td>
<td>$615.00 for the first 200,000 cubic yards + $10.00 for each additional 10,000 cubic yards or fraction thereof.</td>
</tr>
<tr>
<td>Other Fees: Additional plan review</td>
<td>$100.00 per hour*</td>
</tr>
<tr>
<td>revisions required by changes,</td>
<td></td>
</tr>
<tr>
<td>additions or revisions to approved</td>
<td></td>
</tr>
<tr>
<td>plans</td>
<td></td>
</tr>
</tbody>
</table>

*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 Fees

<table>
<thead>
<tr>
<th>Cubic Yards Range</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 cubic yards or less</td>
<td>$35.00</td>
</tr>
<tr>
<td>51 to 100 cubic yards</td>
<td>$55.00</td>
</tr>
<tr>
<td>101 to 1,000 cubic yards</td>
<td>$55.00 for the first 100 cubic yards + $25.00 for each additional 100 cubic yards or fraction thereof.</td>
</tr>
<tr>
<td>1,001 to 10,000 cubic yards</td>
<td>$280.00 for the first 1,000 cubic yards + $22.00 for each additional 1,000 cubic yards or fraction thereof.</td>
</tr>
<tr>
<td>10,001 to 100,000 cubic yards</td>
<td>$480.00 for the first 10,000 cubic yards + $100.00 for each additional 10,000 cubic yards or fraction thereof.</td>
</tr>
<tr>
<td>100,001 cubic yards or more</td>
<td>$1,380.00 for the first 100,000 cubic yards + $55.00 for each additional 10,000 cubic yards or fraction thereof.</td>
</tr>
<tr>
<td>Other inspections and Fees:</td>
<td></td>
</tr>
<tr>
<td>Inspections outside of normal business hours (minimum charge - two (2) hours)</td>
<td>$100.00 per hour2</td>
</tr>
<tr>
<td>Reinspection fees assessed under</td>
<td></td>
</tr>
<tr>
<td>provisions of Section 108.8</td>
<td></td>
</tr>
<tr>
<td>Inspections for which no fee is</td>
<td></td>
</tr>
<tr>
<td>specifically indicated (minimum charge - one half (1/2) hour)</td>
<td>$100.00 per hour2</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road Closure/Lane Closure</td>
<td>$150.00</td>
</tr>
<tr>
<td>Street/Flat Vacation</td>
<td>$750.00</td>
</tr>
<tr>
<td>Off-Site Improvement Waiver</td>
<td>$150.00</td>
</tr>
<tr>
<td>Service</td>
<td>Fee Details</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Special Pre-Application Meeting Requests</td>
<td>$250.00 (1st Meeting No Charge, 2nd request $250.00)</td>
</tr>
<tr>
<td>Floodplain Permit</td>
<td>$50.00</td>
</tr>
<tr>
<td><strong>SUBDIVISION</strong></td>
<td></td>
</tr>
<tr>
<td>Subdivision Pre-Application Conference</td>
<td>$600.00, $300.00 follow-up meetings</td>
</tr>
<tr>
<td>Minor Subdivision</td>
<td>$1,000</td>
</tr>
<tr>
<td>Subdivision Amendment</td>
<td>$300</td>
</tr>
<tr>
<td>Subdivision Fee</td>
<td>$2,500.00 + $50.00/lot</td>
</tr>
<tr>
<td>Subdivision Extension</td>
<td>$150.00</td>
</tr>
<tr>
<td>Construction Plan Review</td>
<td>$2,000.00 + $50.00/lot &gt;50 lots</td>
</tr>
<tr>
<td>Condominium &lt;50 units</td>
<td>$750.00</td>
</tr>
<tr>
<td>Condominium &gt;50 units</td>
<td>$750.00 + $10.00/unit &gt;50 units</td>
</tr>
<tr>
<td>Final Plat &lt;50 lots</td>
<td>$600.00</td>
</tr>
<tr>
<td>Final Plat &gt;50 lots</td>
<td>$600.00 + $10.00/lot &gt;50 lots</td>
</tr>
<tr>
<td>Engineering Construction Srvs. (Commercial)</td>
<td>See Commercial R-O-W Fees</td>
</tr>
<tr>
<td>Engineering Construction Srvs. (Residential)</td>
<td>$350.00/lot</td>
</tr>
<tr>
<td>Engineering Construction Improvement Agreement</td>
<td>$750.00</td>
</tr>
<tr>
<td><strong>ZONING (Standard &amp; Smart Code)</strong></td>
<td></td>
</tr>
<tr>
<td>Smart Code Regulating Plan Review</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Special Use Permit</td>
<td>$750.00</td>
</tr>
<tr>
<td>Zone Amendment (Map/Text)</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Variance</td>
<td>$350.00</td>
</tr>
<tr>
<td>Preliminary PUD</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Final PUD</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>PUD Modification/Amendment Major</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>PUD Modification/Amendment Minor</td>
<td>$200.00</td>
</tr>
<tr>
<td>Comprehensive Plan Amendment (Map/Text)</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Site Plan Review (Commercial and 3plex+)</td>
<td>$2,000 per site (two reviews), $250.00 (additional reviews or meetings).</td>
</tr>
<tr>
<td>Administrative Permit</td>
<td>$300.00</td>
</tr>
<tr>
<td>Parking Lot Permit</td>
<td>$500.00</td>
</tr>
<tr>
<td>Tree Installation Fee</td>
<td>$600.00</td>
</tr>
<tr>
<td>Appeal (P&amp;Z, Staff Action, or City Council)</td>
<td>$350.00</td>
</tr>
<tr>
<td>License To Use Real Property</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Development Agreement Addendum</td>
<td>$600.00</td>
</tr>
<tr>
<td>Fee in lieu for parking</td>
<td>$6,102.00</td>
</tr>
<tr>
<td><strong>SPECIAL EVENTS</strong></td>
<td></td>
</tr>
<tr>
<td>Special Event Permit</td>
<td>$100.00 Parade Fee (No Fee for other events)</td>
</tr>
</tbody>
</table>
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 units $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) (Total cost of system * 0.02) + $60
  - Up to $10,000: ((Total cost of system - 10,000) * 0.01) + $260
  - $10,001 to $100,000: ((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.
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.
## Impact Fees

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

---

Resolution No. Effective Date: 1
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

Resolution No. Effective Date:
## False Alarms Fees

<table>
<thead>
<tr>
<th>Offense</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Offense</td>
<td>$25.00</td>
</tr>
<tr>
<td>Second Offense</td>
<td>$50.00</td>
</tr>
<tr>
<td>Third Offense</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

## Title 5 Fees

<table>
<thead>
<tr>
<th>Business Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sexually Oriented Business</td>
<td>$300.00 Annually</td>
</tr>
<tr>
<td>Bathhouses &amp; Massage Parlors</td>
<td>$300.00 Annually</td>
</tr>
</tbody>
</table>
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
<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 % Penalty</td>
<td>Charged after 30 day grace period</td>
</tr>
<tr>
<td>Idaho State judgment rate of interest, not to exceed 10% per annum</td>
<td>Charged as of delinquency certificate filing</td>
</tr>
<tr>
<td>Professional Services Fee</td>
<td>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</td>
</tr>
<tr>
<td>Early Pay-off Fee</td>
<td>Current LID principal, interest and penalty balance + calculated interest for current year + one year interest + a 2% penalty (calculated on the total aforementioned amounts)</td>
</tr>
<tr>
<td>Segregation Fee</td>
<td>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</td>
</tr>
</tbody>
</table>
**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)

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black and White Copies</td>
<td>$0.05 per page (not to exceed 11&quot;x17&quot;)</td>
</tr>
<tr>
<td>Color Copies</td>
<td>$0.10 per page (not to exceed 8 1/2&quot;x11&quot;)</td>
</tr>
<tr>
<td>DVD Copies</td>
<td>$1.00 each</td>
</tr>
<tr>
<td>CD Copies</td>
<td>$1.00 each</td>
</tr>
<tr>
<td>Photos</td>
<td>$2.00 each per 8 1/2&quot;x10&quot; or smaller image</td>
</tr>
<tr>
<td>VHS Tape (PD)</td>
<td>$2.00 each</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oversized Documents (greater than 11&quot;x17&quot;)</td>
<td>Net cost of duplication by outside vendor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Records examination oversight (for services beyond 2 hours in any calendar year)</td>
<td>Lowest hourly wage plus benefited amount (25% of wage) of any employee qualified to assist in the records research and oversight</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Examination for redaction of confidential information</td>
<td>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)</td>
</tr>
</tbody>
</table>

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.
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.
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.

______________________________
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
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
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**

<table>
<thead>
<tr>
<th>Source Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL FUND:</td>
<td>$7,890,214</td>
</tr>
<tr>
<td>FUND BALANCE REBUDGETED</td>
<td></td>
</tr>
<tr>
<td>TOTAL GENERAL FUND RESOURCES</td>
<td>$7,890,214</td>
</tr>
</tbody>
</table>

**ADDITIONAL EXPENDITURES AUTHORIZED**

<table>
<thead>
<tr>
<th>Source Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL FUND:</td>
<td></td>
</tr>
<tr>
<td>PARKS</td>
<td>$582,446</td>
</tr>
<tr>
<td>STREETS</td>
<td>1,307,768</td>
</tr>
<tr>
<td>GENERAL FUND DEDICATED ACCOUNTS:</td>
<td></td>
</tr>
<tr>
<td>ANNEXATION FEE ACCOUNT</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL GENERAL FUND</td>
<td>$1,890,214</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Source Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAPITAL PROJECTS FUNDS:</td>
<td></td>
</tr>
<tr>
<td>FACILITY RESERVE ACCOUNT</td>
<td>$6,000,000</td>
</tr>
<tr>
<td>TOTAL CAPITAL PROJECTS FUND EXPENSE</td>
<td>$6,000,000</td>
</tr>
</tbody>
</table>
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
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."

W I T N E S S E T H:

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, 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 $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. **INFRINGEMENT 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 with 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.

ATTEST:

BY: __________________________
    Shannon Howard
    City Clerk

Date: April __, 2023

CITY OF POST FALLS

__________________________
Ronald G. Jacobson, Mayor

CONSULTANT

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

Date: February __, 2023

State of Idaho )
: ss
County of ________________

On this __ 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

__________________________
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
   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:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Payment Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey Phase Services</td>
<td>Lump Sum</td>
<td>$11,700</td>
</tr>
<tr>
<td>Preliminary Engineering Phase</td>
<td>Lump Sum</td>
<td>$20,600</td>
</tr>
</tbody>
</table>

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:

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter/Legal Size Copies/Impressions (B/W)</td>
<td>$0.10/page</td>
</tr>
<tr>
<td>Double Sided Letter &amp; Legal Size Copies/Impressions (B/W)</td>
<td>$0.13/page</td>
</tr>
<tr>
<td>Double Sided Letter &amp; Legal Size Copies/Impressions (Color)</td>
<td>$0.99/page</td>
</tr>
<tr>
<td>Ledger Size Copies/Impressions (B/W)</td>
<td>$0.20/page</td>
</tr>
<tr>
<td>Double Sided Ledger Size Copies/Impressions (B/W)</td>
<td>$0.25/page</td>
</tr>
<tr>
<td>Double Sided Ledger Size Copies/Impressions (Color)</td>
<td>$1.03/page</td>
</tr>
<tr>
<td>Cardstock Copies/Impressions (B/W)</td>
<td>$0.31/page</td>
</tr>
<tr>
<td>Letter/Legal Cardstock Copies/Impressions (Color)</td>
<td>$0.99/page</td>
</tr>
<tr>
<td>Ledger Size Copies/Impressions (Color)</td>
<td>$1.98/page</td>
</tr>
<tr>
<td>Color Transparency</td>
<td>$2.49/page</td>
</tr>
<tr>
<td>Plot on Paper B&amp;W (18” x 24”)</td>
<td>$0.90/sheet</td>
</tr>
<tr>
<td>Plot on Paper Color (18” x 24”)</td>
<td>$4.50/sheet</td>
</tr>
<tr>
<td>Plot on Paper B&amp;W (18” x 27”)</td>
<td>$0.90/sheet</td>
</tr>
<tr>
<td>Plot on Paper Color (18” x 27”)</td>
<td>$4.50/sheet</td>
</tr>
<tr>
<td>Plot on Photo Paper/Mylar (18” x 27”)</td>
<td>$8.25/sheet</td>
</tr>
<tr>
<td>Plot on Paper B&amp;W (22” x 34”)</td>
<td>$1.80/sheet</td>
</tr>
<tr>
<td>Plot on Paper Color (22” x 34”)</td>
<td>$9.00/sheet</td>
</tr>
<tr>
<td>Plot on Paper B&amp;W (22” x 36”)</td>
<td>$1.80/sheet</td>
</tr>
<tr>
<td>Plot on Paper Color (22” x 36”)</td>
<td>$9.00/sheet</td>
</tr>
<tr>
<td>Plot on Paper B&amp;W (24” x 36”)</td>
<td>$1.80/sheet</td>
</tr>
<tr>
<td>Plot on Paper Color (24” x 36”)</td>
<td>$9.00/sheet</td>
</tr>
<tr>
<td>Plot on Paper B&amp;W (30” x 42”)</td>
<td>$2.70/sheet</td>
</tr>
<tr>
<td>Plot on Paper Color (30” x 42”)</td>
<td>$13.50/Sheet</td>
</tr>
<tr>
<td>Plot on Paper B&amp;W (34” x 44”)</td>
<td>$3.30/sheet</td>
</tr>
<tr>
<td>Plot on Paper Color (34” x 44”)</td>
<td>$16.50/sheet</td>
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<tr>
<td>Plot on Paper B&amp;W (36” x 48”)</td>
<td>$3.60/sheet</td>
</tr>
<tr>
<td>Plot on Paper Color (36” x 48”)</td>
<td>$18.00/sheet</td>
</tr>
<tr>
<td>Plot on Paper B&amp;W (36” x 120”)</td>
<td>$9.00/sheet</td>
</tr>
<tr>
<td>Plot on Paper Color (36” x 120”)</td>
<td>$45.00/sheet</td>
</tr>
<tr>
<td>Mileage (auto)</td>
<td>$0.585/Mile</td>
</tr>
<tr>
<td>Ortho Rectified Aerial Image</td>
<td>$1,000/each</td>
</tr>
<tr>
<td>GPS Per Hour Billing</td>
<td>$30.00/hour</td>
</tr>
<tr>
<td>GPS Per Hour Billing – Base and Rover</td>
<td>$60.00/hour</td>
</tr>
<tr>
<td>Robotics Hourly Billing- 2 Man</td>
<td>$35.00/hour</td>
</tr>
<tr>
<td>Robotics Hourly Billing – 1 Man</td>
<td>$60.00/hour</td>
</tr>
<tr>
<td>Digital Level</td>
<td>$15.00/hour</td>
</tr>
<tr>
<td>Water Pressure Recorder</td>
<td>$35.00/day</td>
</tr>
<tr>
<td>Meals and Lodging</td>
<td>Per Diem Rate</td>
</tr>
<tr>
<td>Pix4D Survey Software</td>
<td>$200.00/each</td>
</tr>
<tr>
<td>Virtual Surveyor Software</td>
<td>$20.00/hour</td>
</tr>
</tbody>
</table>
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
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
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."

W I T N E S S E T H:

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 continuance 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. **INFRINGEMENT 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 will 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:

BY: Shannon Howard, City Clerk

Dated

CONSULTANT

By: 

(print name)

Title: Operations Director, NW

(for CONSULTANT Signature)

I certify that I know or have satisfactory evidence that the above 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.

DATED this 22nd day of February, 2019.

Notary Signature

Notary Public In And For The State Of Idaho residing at Nampa, Idaho.

My commission expires 2-21-24

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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

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
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).


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** $43,767.00

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.
<table>
<thead>
<tr>
<th>I. PERSONNEL</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Manager/Director</td>
<td>$260.00 - $360.00 /hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$150.00 - $330.00 /hour</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$140.00 - $240.00 /hour</td>
</tr>
<tr>
<td>Staff Engineer</td>
<td>$105.00 - $180.00 /hour</td>
</tr>
<tr>
<td>Environmental Specialist</td>
<td>$105.00 - $228.00 /hour</td>
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<tr>
<td>Aviation Planner</td>
<td>$150.00 - $300.00 /hour</td>
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<tr>
<td>Construction Manager</td>
<td>$105.00 - $192.00 /hour</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$100.00 - $156.00 /hour</td>
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<tr>
<td>Inspector/Technician</td>
<td>$85.00 - $168.00 /hour</td>
</tr>
<tr>
<td>Information Technology</td>
<td>$115.00 - $150.00 /hour</td>
</tr>
<tr>
<td>Administrative</td>
<td>$70.00 - $180.00 /hour</td>
</tr>
</tbody>
</table>

| 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.

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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).
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.
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

<table>
<thead>
<tr>
<th>Project: WRF Tertiary Treatment Improvements</th>
<th>Owner: City of Post Falls</th>
<th>Owner's Contract No.:</th>
</tr>
</thead>
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<tr>
<td>Contract: WRF Tertiary Treatment Improvements</td>
<td>Date of Contract: August 13, 2020</td>
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<tr>
<td>Contractor: Sletten Construction Companies</td>
<td>Engineer's Project No.: 20-18-024</td>
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</table>

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.

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE:</th>
<th>CHANGE IN CONTRACT TIMES:</th>
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<tr>
<td>Original Contract Price:</td>
<td>Original Contract Times:</td>
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<td></td>
<td>☐ Working days ☒ Calendar days</td>
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<td>[Increase] [Decrease] from previously approved Change Orders No. 001 to No. 053:</td>
<td>[Increase] [Decrease] from previously approved Change Orders No. 001 to No. 053:</td>
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<tr>
<td>$842,905.34</td>
<td>Substantial completion (days): 23</td>
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<td>Ready for final payment (days): 23</td>
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<td>Contract Price prior to this Change Order:</td>
<td>Contract Times prior to this Change Order:</td>
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<td>$37,487,905.34</td>
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<tr>
<td>[Increase] [Decrease] of this Change Order:</td>
<td>[Increase] [Decrease] of this Change Order:</td>
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<tr>
<td>$190,568.10</td>
<td>Substantial completion (days or date): 0</td>
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<td></td>
<td>Ready for final payment (days or date): 0</td>
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<td>Contract Price incorporating this Change Order:</td>
<td>Contract Times with all approved Change Orders:</td>
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<td>$37,678,476.44</td>
<td>Substantial completion (days or date): 773</td>
</tr>
<tr>
<td></td>
<td>Ready for final payment (days or date): 803</td>
</tr>
</tbody>
</table>
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.
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>; 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 8/13/21. 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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
<th>CPI %</th>
<th>CPI Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract value with the City:</td>
<td>$ 155,770.00</td>
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<td>$ 8,878.89</td>
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<tr>
<td>Contract value with Sletten:</td>
<td>$ 3,145,110.00</td>
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<td>$ 179,271.27</td>
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<td>Change Order:</td>
<td>$ 42,420.00</td>
<td>5.70%</td>
<td>$ 2,417.94</td>
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<tr>
<td><strong>Total:</strong></td>
<td>$ 190,568.10</td>
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<td></td>
</tr>
</tbody>
</table>

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